

BOARD OF SELECTMEN

April 24, 2018

Needham Town Hall

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>Zoning Consultation</p> <ul style="list-style-type: none"> • Ted Owens, Chair, Planning Board • Paul Alpert, Vice-Chair, Planning Board • Lee Newman, Director of Planning & Community Development
2.	7:00	<p>Public Hearing: Eversource Energy – Carol Road</p> <ul style="list-style-type: none"> • Maureen Carroll, Eversource Energy Representative
3.	7:00	<p>Public Hearing: New Wines & Malt Beverages License – French Press LLC. d/b/a French Press Bakery, 74 Chapel Street, Needham</p> <ul style="list-style-type: none"> • Raji D. Spencer, Owner and Manager
4.	7:30	<p>Rotary Club Carnival</p> <ul style="list-style-type: none"> • Ted Shaughnessy
5.	7:40	<p>Director of Public Works</p> <ul style="list-style-type: none"> • National Public Works Week Proclamation • Greendale Avenue Water, Sewer, and Drain Project Update
6.	7:50	<p>Town Manager</p> <ul style="list-style-type: none"> • Annual Town Meeting Warrant • Special Town Meeting Warrant
7.	8:15	<p>Board Discussion</p> <ul style="list-style-type: none"> • Committee Reports

APPOINTMENTS

	None	
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CONSENT AGENDA *=Backup attached

1.	<p>Approve the calendar year 2018 Spring Licenses as follows. This approval is predicated on the receipt of all completed required paperwork before April 30, 2018.</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;">Establishment</th> <th style="text-align: left;">License Type</th> </tr> </thead> <tbody> <tr> <td>Veteran's Taxi of Newton, LLC</td> <td>Taxi/Livery</td> </tr> <tr> <td>A&D Limousine</td> <td>Taxi/Livery</td> </tr> </tbody> </table>	Establishment	License Type	Veteran's Taxi of Newton, LLC	Taxi/Livery	A&D Limousine	Taxi/Livery
Establishment	License Type						
Veteran's Taxi of Newton, LLC	Taxi/Livery						
A&D Limousine	Taxi/Livery						

	<p>Lt. Manson H. Carter Post 2498 VFW Building Association, Inc.</p> <p>Closet Exchange – Best of the Mall</p> <p>Closet Exchange – Designer & Boutique</p> <p>Closet Exchange – Consignment Drop Off</p> <p>Closet Exchange – Last Chance Store</p> <p>Crosby Jewelers, Inc.</p> <p>Segaloff’s Jewlers</p> <p>Janet Cotter Design</p> <p>Needham Bowl Away</p>	<p>Pool Table</p> <p>Sale of Second Hand Articles</p> <p>Bowling Alley</p>
2.	Accept the following donations made to the Needham Community Revitalization Trust Fund: \$200 from the Rotary Club of Needham and \$100 from Needham Farmers Market, Inc.	
3.	Adopt the following 2018 summer meeting schedule: July 24 th and August 7 th .	
4.	Approve and authorize the chair to sign the Employment Contract between the Town and the Fire Chief effective December 9, 2017.	
5.*	Approve a request for a Special One Day Wines & Malt Beverages Only license from Mary Ann Pierce, of the Needham Women’s Club to host its Needham Grand Wine and Craft Beer Tasting on Sunday, April 29, 2018 from 1:00 p.m. to 4:00 p.m. The event will be held in Powers Hall at Town Hall, 1471 Highland Avenue, Needham.	
6.*	Approve February 28, 2018, March 27, 2018, and April 11, 2018 Open Session minutes; and February 28, 2018 Executive Session minutes.	
7.*	Water Sewer and Abatement Order #1254	
8.	Accept a \$2,500 donation made to the Needham Health Department’s Substance Abuse Prevention & Education Program from the Beth Israel Deaconess Hospital – Needham.	



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

MEETING DATE: 4/24/2018

Agenda Item	Zoning Consultation
Presenter(s)	Ted Owens, Chair, Planning Board Paul Alpert, Vice Chair, Planning Board Lee Newman, Director of Planning & Community Development

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Mr. Owens, Mr. Alpert and Ms. Newman will discuss zoning initiatives contained in the warrant and answer any questions that the Board may have.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
3.	BACK UP INFORMATION ATTACHED
	a. 2018 Annual Town Meeting Warrant provided under separate cover.



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

MEETING DATE: 4/24/2018

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

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
<p>Eversource Energy requests permission to install approximately 8 feet of conduit in Carol Road. This work is necessary to provide new underground electric service at 32 Carol Road, 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
<p><u>Suggested Motion:</u></p> <p>Move that the Board of Selectmen approve and sign a petition from Eversource Energy to install approximately 8 feet of conduit in Carol Road. This work is necessary to provide new underground electric service at 32 Carol Road, Needham.</p>	
3.	BACK UP INFORMATION ATTACHED
<p>(Describe backup below)</p> <ul style="list-style-type: none">a. Letter of Applicationb. Petitionc. Orderd. Petition Plane. Notice Sent to Abuttersf. List of Abutters	

April 3, 2018

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

RE: Carol Road
Needham, MA
W/O #2260065

Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY for the purpose of obtaining a Grant of Location to install approximately 8 feet of conduit in Carol Road.

The reason for this work is to provide new underground electric service to 32 Carol Road.

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

Very truly yours,


Kelly-Ann Correia, Supervisor
Rights and Permits

KAC/kj
Attachments

OK to proceed
TM Ryder
about town Eng.
4/12/18

OK
R. R. Merson, DPW Director
4/12/18

**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 March 02, 2018** and filed herewith, under the following public way or ways of said Town:

Carol Road - Southeasterly from pole #149/4 approximately 342 feet southwest of Great Plain Avenue a distance of 8± feet of conduit.

(W.O. #2260065)

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

By: _____
Kelly-Ann Correia, Supervisor
Rights & Permits

Dated this 03th day of April

Town of **NEEDHAM** Massachusetts

Received and filed _____ 2018

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NEEDHAM

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

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

Carol Road - Southeasterly from pole #149/4 approximately 342 feet southwest of Great Plain Avenue a distance of 8± feet of conduit.

(W.O. #2260065)

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 March 02, 2018** on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the Board of Selectmen or such officer or officers as it may appoint to supervise the work.

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

CERTIFICATE

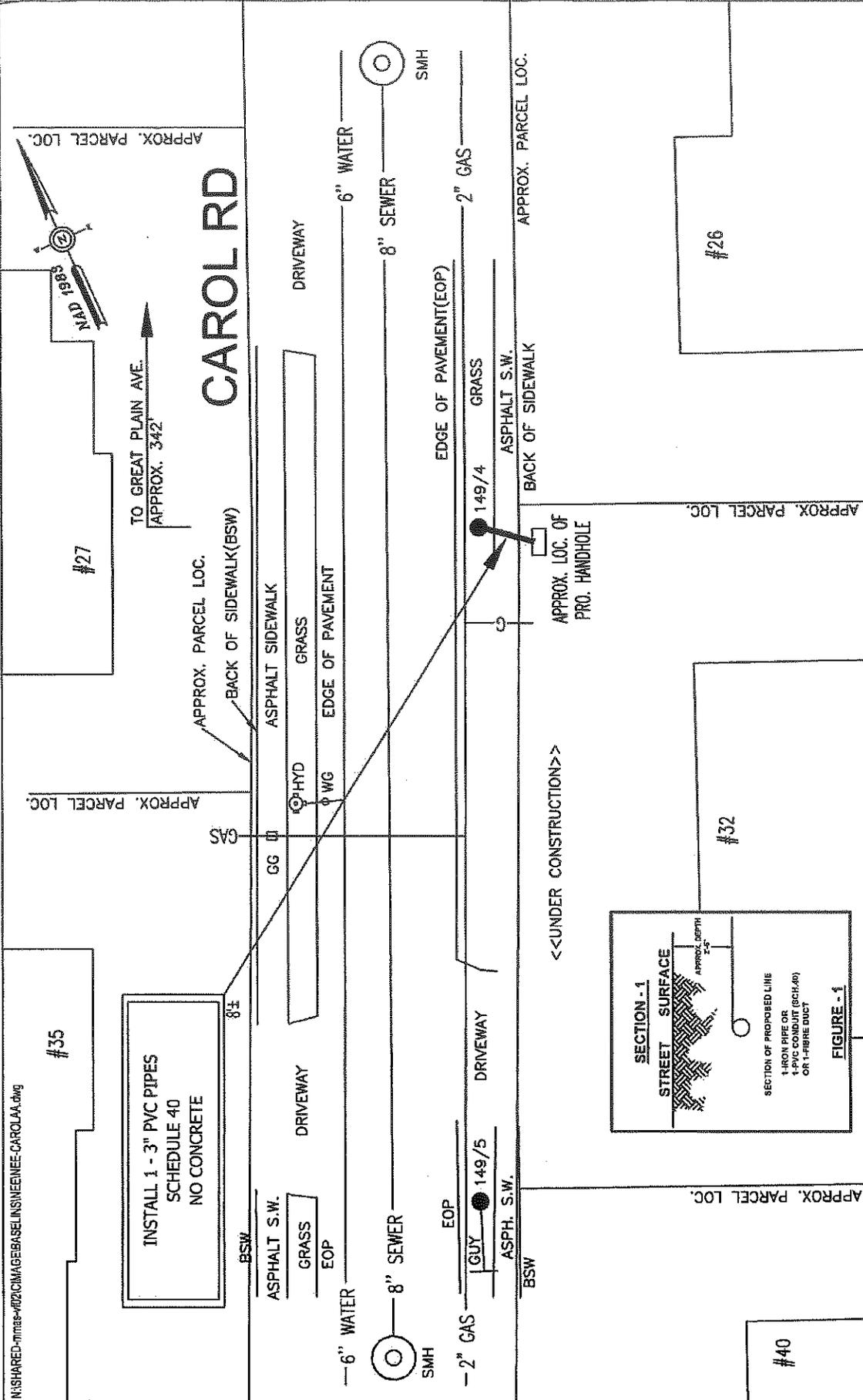
We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit:-after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____ 2018 at _____ in said Town.

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

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the **Board of Selectmen** of the Town of **NEEDHAM**, Massachusetts, duly adopted on the _____ day of _____, 2018 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

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



**INSTALL 1 - 3" PVC PIPES
SCHEDULE 40
NO CONCRETE**

MASS. LAW
REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES
BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7293

0 20 40
SCALE IN FEET

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION, AND THAT NEITHER ELECTRIC COMPANY, NOR GAS COMPANY NOR ITS EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS, OR ANY OTHER PERSONS SHALL BE LIABLE IN PART OR IN WHOLE FOR THE INFORMATION OR IN RELIANCE UPON IT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NESTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY. THE INFORMATION MAY NOT REPRESENT A SURVEY. MAY NOT BE USED COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NEITHER EXPRESS OR IMPLIED, UNAUTHORIZED ATTEMPTS TO VERIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

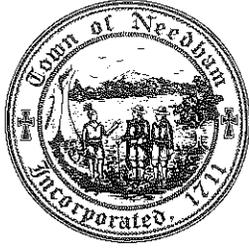
SECTION - 1
STREET SURFACE
APPROX. DEPTH 2"

SECTION OF PROPOSED LINE
1-IRON PIPE OR
1-PVC CONDUIT (SCH.40)
OR 1-FIBRE DUCT

FIGURE - 1

CF 41-18
Ward #
Work Order # 2260065
Surveyed by: GC/BP
Research by:
Plotted by: JF
Proposed Structures: MR
Approved: A DEBENEDICTIS
P# 3

ASTAR EVERSOURCE
ELECTRIC & GAS
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Plan of CAROL RD., NEEDHAM
Showing PROPOSED CONDUIT LOCATION
Scale 1"=20'
Date MARCH 2, 2018
SHEET 1 of 1



NOTICE

To the Record

You are hereby notified that a public hearing will be held at the **Needham Town Hall, 1471 Highland Avenue, at 7:00 p.m. on April 24, 2018** upon petition of Eversource Energy dated **April 3, 2018** to install about 8 feet of conduit in Carol Road. The work is necessary to provide underground electric service to 32 Carol Road, Needham.

A public hearing is required and abutters should be notified.

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

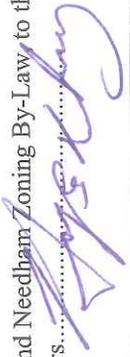
Daniel P. Matthews
John A. Bulian
Maurice P. Handel
Matthew D. Borrelli
Marianne B. Cooley

BOARD OF SELECTMEN

Dated: April 13, 2018

32 CAROL ROAD

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
TOUFANIDIS, MICHAEL K. +	TOUFANIDIS, RITA M.	40 CAROL RD	NEEDHAM	MA	02492	1991170000500000	40 CAROL RD
MANTILLA, JULIO C &	AGUIRRE, MARIA CLAUDIA	35 CAROL RD	NEEDHAM	MA	02492	1991170001600000	35 CAROL RD
MILLER, GREGORY &	MILLER, TALIA	41 CAROL RD	NEEDHAM	MA	02492	1991170007900000	41 CAROL RD
TSE, CHI K.		26 CAROL ROAD	NEEDHAM	MA	02492	1991170000300000	26 CAROL RD
SADOK, MEHRAN	C/O SADOK ENTERPRISES LLC	41 EDWARDEL RD	NEEDHAM	MA	02492	1991170001900000	27 CAROL RD
GROSS, ANDREW &	GROSS, MARINA	19 CAROL RD	NEEDHAM	MA	02492	1991170002100000	19 CAROL RD
HARARI, LIORA		32 CAROL RD	NEEDHAM	MA	02492	1991170000400000	32 CAROL RD
WALSH, DANIEL P. +	DORSEY, LAURA A.	1626 GREAT PLAIN AVENUE	NEEDHAM	MA	02492	1992170000300000	1626 GREAT PLAIN AVE

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



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

MEETING DATE: 04/24/2018

Agenda Item	Public Hearing: New Wines & Malt Beverages License – French Press LLC. d/b/a French Press Bakery, 74 Chapel Street, Needham
Presenter(s)	Raji D. Spencer, Owner and Manager

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED

Mr. Spencer will present an application for a new Wines & Malt Beverages License which is located at 74 Chapel Street, Needham. The premise is comprised of 1,508 sq. ft. that is used for as a restaurant to accommodate 25 patrons. There is one main entrance located on the front of the building and an entrance/emergency exit from the kitchen which exits to the rear of the building. A public hearing notice regarding this new license appeared in the Needham Times on April 12, 2018. Submitted documentation has been reviewed and is in order to be forwarded to the Alcoholic Beverage Control Commission.

There are three houses of worship located within the 500' radius of proposed premises and M.G.L. Chapter 138 section 16C requires a vote of the Board after public hearing. No written comment was received by any of the houses of worship with respect to this hearing.

2. VOTE REQUIRED BY BOARD OF SELECTMEN

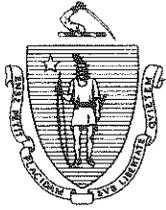
Suggested Motions:

- a) That the Board of Selectmen approve and sign the application for a new Wines and Malt Beverages License to French Press LLC. d/b/a French Press Bakery, Raji D. Spencer, Owner/Manager, and to forward the approved application to the ABCC for an approval of the liquor license; and
- b) That the Board of Selectmen determines that the premises are not detrimental to the educational and spiritual activities of the First Parish of Needham Unitarian Universalist, Roman Catholic Archdiocese of Boston or to the Good Shepherd Christian Fellowship.

3. BACK UP INFORMATION ATTACHED

- | | |
|--------------------------------------|------------------------------------|
| (A) Retail Application | (E) Floorplan |
| (B) Beneficial Interest Forms | (F) Lease |
| (C) Vote of the Corporate Board | (G) Notification to Abutters |
| (D) Business Structure Documentation | (H) M.G.L Chapter 138, Section 16C |

Other supporting documentation on file in Office of the Town Manager.



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

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

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

1. NAME OF PROPOSED LICENSEE (Business Contact)

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

2. RETAIL APPLICATION INFORMATION

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

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

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

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

Yes No Chapter Acts of

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

3. LICENSE INFORMATION / QUOTA CHECK

City/Town On/Off-Premises

TYPE **CATEGORY** **CLASS**

4. APPLICATION CONTACT

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

First Name: Middle: Last Name:

Title: Primary Phone:

Email:

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

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

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

A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.
 B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.
 C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
Raji D. Spencer	LLC Manager <input type="checkbox"/>	100	
	<input type="checkbox"/>		

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest
		▼	
		▼	
		▼	
		▼	
		▼	

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

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

Floor Number	Square Footage	Number of Rooms	Patio/Deck/Outdoor Area Total Square Footage
1	1,508	1	0
			Indoor Area Total Square Footage
			1,508
			Number of Entrances
			2
			Number of Exits
			2
			Proposed Seating Capacity
			25
			Proposed Occupancy
			25

Occupancy of Premises

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

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

Lease Beginning Term:

Lease Ending Term:

Rent per Month:

Rent per Year:

Landlord Name:

Landlord Phone:

Landlord Address:

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

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

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

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

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

Entity Name: FEIN:

DBA: Fax Number:

Primary Phone: Email:

Alternative Phone: Legal Structure of Entity

Business Address (Corporate Headquarters) Check here if your Business Address is the same as your Premises Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

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

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Is the Entity a Massachusetts Corporation? Yes No

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

If no, state of incorporation

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? Yes No *If yes, please complete the following table.*

Name of License	Type of License	License Number	Premises Address
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Prior Disciplinary Action:

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

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

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

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? Yes No

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

Have you ever been convicted of a state, federal, or military crime? Yes No
 If yes, attach an affidavit that lists your convictions with an explanation for each

If yes, percentage of interest

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

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

Past - Petit Needham LLC
Current - None

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

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

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

Employment Information of Proposed Manager

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

Date(s)	Position	Employer	Address	Phone
12/8/14-Current	Proprietor	French Press LLC	74 Chapel Street, Needham, MA	
2/9/12-1/6/18	Proprietor	Petit Needham LLC	45 Chapel Street, Needham, MA	
3/2003-3/2011	Chief Financial Officer	JP Morgan	1 Beacon Street, Boston, MA	

Prior Disciplinary Action of Proposed Manager

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

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	[]
B. Purchase Price for any Business Assets	[]
C. Costs of Renovations/Construction	[]
D. Purchase Price of Inventory	[]
E. Initial Start-Up Costs	2,300
F. Other (Please specify)	[]
G. Total Cost (Add lines A-F)	2,300

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

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

Source of Cash Investment

Name of Contributor	Amount of Contribution
French Press LLC	2,300
Total:	[]

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
Total:			[]

10. PLEDGE INFORMATION

Are you seeking approval for a pledge? Yes No

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

License Stock / Beneficial Interest Inventory

To whom is the pledge is being made: []

Does the lender have a beneficial interest in this license? Yes No

Does the lease require a pledge of this license? Yes No

APPLICANT'S STATEMENT

I, Raji D. Spencer the: sole proprietor; partner; corporate principal; LLC/LLP member
Authorized Signatory

of French Press LLC, hereby submit this application for Alcoholic Beverages Local Retail License
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: 

Date: 3/19/2018

Title: Proprietor

ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

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

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

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

Salutation First Name Middle Name Last Name Suffix

Title: Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Fax Number

Alternative Phone:

Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address

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

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Types of Interest (select all that apply)

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

Citizenship / Residency Information

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

Criminal History

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

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

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

100

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

Ownership / Interest

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

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

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

Name of License	Type of License	License Number	Premises Address
	▼		
	▼		
	▼		
	▼		
	▼		
	▼		

Familial Beneficial Interest

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

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

Prior Disciplinary Action

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

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

FRENCH PRESS LLC

Action by Written Consent of Sole Member
in Lieu of
Organizational Meeting of Members

The undersigned, being the sole Member of French Presss LLC, hereby consents to and adopts the following resolutions:

Operating Agreement

VOTED: That the Operating Agreement in the form attached to this written consent ("Operating Agreement") is hereby adopted.

Execution of Documents

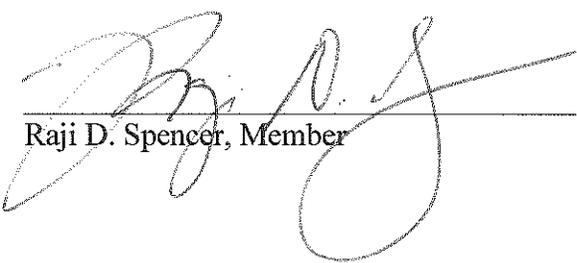
VOTED: That Raji D. Spencer is hereby authorized to execute all documents to be filed with the Secretary of State, all documents relating to real property, and shall have the exclusive authority to bind the Company pursuant to the terms of the Operating Agreement.

Retail Alcoholic Beverage License

VOTED: That the resolutions necessary to establishing a new alcoholic beverage license with LLC and ABCC are hereby approved and adopted to the same extent as if set forth at length herein, and that copies of said resolutions are hereby ordered to be filed with the minutes of meetings of the Members of this Company.

A copy of this Consent shall be filed with the minutes of meetings of Members of this Company.

Dated: March 20, 2018


Raji D. Spencer, Member

**OPERATING AGREEMENT
OF
FRENCH PRESS LLC**

OPERATING AGREEMENT

This Operating Agreement, dated as of the 10 day of November, 2014, is by Raji D. Spencer of Needham, Massachusetts as the sole Member.

WHEREAS, FRENCH PRESS LLC (the "LLC") has been formed pursuant to the Massachusetts Limited Liability Company Act (the "Act") by the filing on November 10, 2014 of a Certificate of Organization in the office of the Secretary of the Commonwealth of Massachusetts;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto hereby agree as follows:

1. Definitions.

The following capitalized terms used in this Agreement shall have the respective meanings ascribed to them below:

"Agreement" shall mean this Operating Agreement as it may be amended, supplemented or restated from time to time.

"Consent of the Members" shall mean the mutual written consent of the Members holding more than fifty percent of the Percentage Interests.

"Membership Interest" shall mean all of a Member's interest in the LLC, including the rights to receive allocations and distributions, to designate Managers of the LLC, to vote and to consent or approve.

"Person" shall mean any individual or entity.

All other capitalized terms shall have the meanings ascribed to them in this Agreement.

2. Name of the LLC.

The name of the LLC shall be FRENCH PRESS LLC and it shall conduct its business under that name or such other name as the Members may from time to time determine.

3. Business of the LLC.

The general character of the business of the LLC is to: establish, purchase, lease and otherwise acquire, hold, use, equip, outfit, supply, service, maintain, operate, sell, and otherwise dispose of, restaurants, inns, taverns, cafes, bistros, bars, and other eating, drinking and entertainment establishments of every kind and description, and generally to conduct the business of restaurateurs, caterers, innkeepers, barkeepers, and purveyors and suppliers, preparers, servers and dispensers of food and drink, and in connection therewith, to purchase and sell all kinds and types of beer, ales, liquors and any and all types of alcoholic beverages; and to engage in all activities, to render all services, and to buy, sell, use, handle, and deal in all fixtures, machinery, apparatus, equipment, accessories, tools, materials, products, and merchandise incidental or related thereto, or of use therein and to carry on any lawful business, trade, purpose or activity permitted by the laws of the Commonwealth of Massachusetts to a limited liability company organized under General Laws, Chapter 156C, as amended from time to time and to engage in any activities directly or indirectly related or incidental thereto.

4. Place of Business.

The address of the principal place of business of the LLC and the office of the LLC in the Commonwealth where the LLC will maintain its books and records in accordance with the Act is 74 Chapel Street, Needham, Massachusetts 02492.

5. Duration of the LLC.

The term of the LLC shall commence upon the filing of the Certificate of Organization with the Secretary of State of the Commonwealth. The LLC shall have perpetual existence, unless earlier terminated in accordance with Paragraph 21 hereof.

6. Members' Names and Addresses.

The names and addresses of the Members are set forth on Schedule A, as the same may be amended from time to time to reflect changes in the membership of the LLC.

7. No Partnership.

The LLC is not intended to be a general partnership, limited partnership or joint venture, and no Member shall be considered to be a partner or joint venturer of any other Member for any purposes other than foreign and domestic federal, state, provincial and local income tax purposes, and this Agreement shall not be construed to suggest otherwise.

8. Title to LLC Property.

All property owned by the LLC, whether real, personal, tangible or intangible, shall be deemed to be owned by the LLC as an entity, and no Member, individually, shall have any

ownership interest in such property. The LLC may hold any of its assets in its own name or in the name of a nominee, which nominee may be one or more trusts.

9. Nature of Membership Interests.

The Membership Interests of all of the Members in the LLC are personal property and shall not, under any circumstances, be considered real property.

10. Management of the LLC.

A. Subject to the provisions of this Agreement and Chapter 156C of the General Laws of Massachusetts, all powers shall be exercised by, or under the authority of, and the business and affairs of the LLC shall be controlled by, the Members.

B. Except as otherwise provided herein, all decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by action of the Members owning a majority of percentage interests (the "Percentage Interests") owned by all Members (a "Majority in Interest"). Subject to the foregoing, the Members shall have the exclusive right and full authority to manage, conduct and operate the LLC business. Specifically, but not by way of limitation, the Members (by action of a Majority in Interest) shall be authorized, for and on behalf of the LLC to do as follows:

(1) to borrow money, to issue evidences of indebtedness and to guarantee the debts of others for whatever purposes they may specify, whether or not related to the LLC or the LLC's assets, and, as security therefor, to mortgage, pledge or otherwise encumber the assets of the LLC;

(2) to cause to be paid on or before the due date thereof all amounts due and payable by the LLC to any person or entity;

(3) to employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the LLC, whether or not any such persons so employed are Members or are affiliated or related to any Member; and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Members shall in their sole discretion determine;

(4) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise upon such terms as they may determine and upon such evidence as they may deem sufficient any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;

(5) to pay any and all fees and to make any and all expenditures that the Members, in their discretion, deem necessary or appropriate in connection with the organization of the LLC, and the carrying out of its obligations and responsibilities under this or any other Agreement;

(6) to cause the LLC's property to be maintained, operated and insured in a manner that satisfies in all respects the obligations imposed with respect to such maintenance and operation by law, by any mortgages encumbering such property from time to time, and by any lease, agreement or rental arrangement pertaining to such property;

(7) to lease, sell, finance or refinance all or any portion of the LLC's property;

(8) to cause the LLC to make or revoke any of the elections referred to in Sections 108, 704, 709, 754 and 1017 of the Internal Revenue Code of 1986, as amended (the "Code"), or any similar provisions enacted in lieu thereof, and in any other Section of the Code;

(9) to establish and maintain reserves for such purposes and in such amounts as it deems appropriate from time to time;

(10) to pay all organizational expenses and general and administrative expenses of the LLC;

(11) to deal with, or otherwise engage in business with, or provide services to and receive compensation therefor from, any person who has provided or may in the future provide any services to, lend money to, sell property to or purchase property from the LLC, including, without limitation, a Member;

(12) to engage in any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the LLC;

(13) to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the assets of the LLC, unless the same are contested by the Members; and

(14) to exercise all powers and authority granted by the Act to Members, except as otherwise specifically provided in this Agreement.

C. All decisions of the Members respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by action of the holders of more than 50% of the outstanding percentage interests in the LLC as set forth on Schedule A hereto ("Percentage Interests"), unless pursuant to this Agreement, the Act or other applicable law, a greater or lesser number or percentage of Members is required.

11. Capital Contributions; Capital Accounts.

A. Each Member has contributed in cash to the capital of the LLC the amount set forth opposite such Member's name on Schedule A hereto. Additional capital contributions may be made by any Member if agreed to by the Members and shall be reflected on Schedule A hereto.

B. The LLC may issue to each Member a certificate representing his, her or its membership interest in the LLC in such form as may be prescribed from time to time by the Members.

C. Except as otherwise provided in this Section 11, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid any capital contributed by it or to receive any other payment in respect of its interest in the LLC except as specifically provided in this Agreement.

D. A separate capital account shall be established for each Member, and shall be maintained in accordance with the Code and regulations thereunder. Except as otherwise provided by the Code and regulations thereunder, the capital account of each Member shall be increased by: (i) the value of cash or property contributed by such Member to the LLC; and (ii) such Member's allocable share of profits. The capital account of each Member shall be decreased by: (i) the value of cash or property distributed to such Member; and (ii) such Member's allocable share of the losses of the LLC.

12. Liability, Indemnification and Exculpation.

A. No Member of the LLC shall have any liability to the LLC or to any other Member for any loss suffered by the LLC which arises out of any action or inaction of such Member if such Member determined in good faith that such course of conduct was in, or was not opposed to, the best interests of the LLC and such course of conduct did not constitute gross negligence or willful misconduct of such Member.

B. The Members' respective obligations to each other and to the LLC are limited to the express obligations described in this Agreement, which obligations the Members shall carry out in good faith and with ordinary prudence and in a manner characteristic of business persons in similar circumstances. Except as set forth in the preceding sentence, each Member may, with respect to any vote, consent or approval that it is entitled to grant pursuant to this Agreement, grant or withhold such vote, consent or approval in its sole and absolute discretion, with or without cause, and subject to such conditions as it shall deem appropriate. The Members acknowledge and agree that the relationship between them as members of the LLC as specified in this Agreement is, to the maximum extent permissible under the Act, contractual in nature and not fiduciary. Accordingly, pursuant to Section 63(b) of the Act, the Members agree that to the maximum extent permissible under the Act, each Member's fiduciary and any other similar duties and obligations (if any) to the LLC or the other Member (if any) shall be eliminated (or, if complete elimination of such duties and obligations is deemed to be not permissible under the Act, then reduced to the maximum extent permissible) hereby.

C. Each Member of the LLC shall be indemnified by the LLC against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by such Member with respect to actions taken by such Member in the performance of his duties hereunder, provided that no indemnification shall be provided for any Person with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the LLC. Without limiting the foregoing, the Members acting by Consent of the Members may elect (on a case-by-case basis) to permit such indemnification to include payment by the LLC of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he shall be adjudicated not to be entitled to indemnification under this Section, which undertaking may be accepted without reference to the financial ability of such person to make repayment. Any indemnification to be provided hereunder may be provided although the person to be indemnified is no longer a Member of the LLC.

D. Notwithstanding the foregoing provisions of this Section, no Member of the LLC shall be indemnified for any losses, liabilities or expenses arising from or out of a violation of federal or state securities laws or any other intentional or criminal wrongdoing. Any indemnity under this Section shall be paid from, and only to the extent of, LLC assets, and no Member shall have any personal liability on account thereof in the absence of a separate written agreement to the contrary. The LLC shall not incur the cost of that portion of any insurance, other than public liability insurance, which insures any party against any liability as to which such party is herein prohibited from being indemnified.

13. Distributions

A. All LLC funds which are determined by approval of the Members to be available for distribution shall be distributed to the Members as follows:

(1) First, to the Members in proportion to their adjusted capital accounts until their adjusted capital accounts are reduced to zero; and

(2) Second, the balance to the Members in proportion to their respective Percentage Interests.

B. Except as otherwise expressly provided herein, no Member shall have the right to require any distribution of any assets of the LLC in kind. If any assets of the LLC are distributed in kind, such assets shall, unless otherwise expressly provided herein or approved by Consent of the Members, be distributed on the basis of their fair market value as determined by Consent of the Members. Any Member entitled to any interest in such assets shall, unless otherwise determined by Consent of the Members, receive separate assets of the LLC and not an interest as a tenant-in-common or other undivided interest with the other Member.

14. Profits and Losses.

The net profits, net gains, and net losses of the LLC shall be allocated among the Members according to the Percentage Interests of each Member, except as otherwise required by the Code and the regulations thereunder.

15. Transfers of a Member's Interest.

No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without the written Consent of Members, including the interest of the Member desiring to transfer, which consent may be withheld for any reason or for no reason, and any purported assignment without such consent shall be null and void and of no effect whatsoever.

16. Admission of Additional Members.

No person or entity, including any transferee or holder by operation of law of the interest of a Member, may be admitted to the LLC as a Member, except with the written Consent of the Members.

17. Priorities.

No Member shall have any rights or priority over any other Members as to contributions or as to distributions.

18. Continuation of the LLC.

The LLC shall continue upon the death of the last remaining Member unless the Members owning more than 50% in Percentage Interest elect to terminate the LLC within ninety (90) days of the occurrence of such event. Notwithstanding the transfer or other withdrawal from the LLC of a Member as to all of his, her or its interest as a Member, the LLC shall not be dissolved and its affairs shall not be wound up, and it shall remain in existence as a limited liability company under the laws of the Commonwealth of Massachusetts unless the remaining Members, acting by written Consent of the Members within ninety (90) days thereafter elect to terminate the LLC.

19. Termination/Withdrawal of Membership; Return of Capital

No Member shall have any right to resign, withdraw, retire from or terminate his, her or its membership interest in the LLC, or have any right to distributions respecting said membership interest, except as may be otherwise expressly provided herein or as agreed upon by all of the Members (including upon a transfer of all of such Member's Membership Interest in accordance with the provisions of Section 15). Any attempt by a Member to do so shall be of no force or

effect and shall be null and void ab initio. The Members expressly agree that, if a Member attempts to resign, withdraw or retire from the LLC in violation of the foregoing covenant (including pursuant to Section 36 of the Act), such Member: (i) shall be immediately liable to the LLC for the full amount of all capital contributions required to be made by such Member hereunder (notwithstanding the fact that such Member may not otherwise be obligated hereunder to make all or a portion of such capital contribution until a later date); and (ii) shall be liable to the LLC for damages to the full extent permitted by the Act (including Section 36 thereof).

20. Books and Records; Bank Account

A. Members shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Members shall determine, and all Members, and their duly authorized representative, shall at all reasonable times have access to such books. Within 120 days after the end of each fiscal year of the LLC, each Member shall be furnished with financial statements which shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year. A copy of the Federal income tax return of the LLC for the prior fiscal year shall satisfy this requirement. Any Member may, at any time, at his, her or its own expense, cause an audit or review of the LLC books to be made by a certified public accountant of his, her or its own selection.

B. Such books shall be kept on the accrual method of accounting, or on such other method of accounting as the Members may from time to time determine, and shall be closed and balanced as of December 31 in each year. The fiscal year of the LLC shall be the calendar year.

C. The Members shall cause the LLC to maintain one or more accounts in a bank (or banks) which is a member of the F.D.I.C., M.S.I.C., or N.C.U.A., which accounts shall be used for the payment of the expenditures incurred by the LLC in connection with its business, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Members for the purposes specified in this Agreement.

D. Raji D. Spencer shall be the "Tax Matters Partner" of the LLC for purposes of the Code.

21. Dissolution and Termination

A. The LLC shall be dissolved and its affairs wound up upon:

- (1) The sale or other disposition of all or substantially all of the assets of the LLC;
- (2) The election to terminate the LLC pursuant to paragraph 18;
- (3) The election to dissolve the LLC made in writing by the approval of the Members; or

(4) The entry of a decree of judicial dissolution under Massachusetts General Laws, Chapter 156C, Section 44, or any successor statute.

B. The LLC shall not be dissolved upon the death, insanity, retirement, resignation, expulsion, bankruptcy, dissolution or the occurrence of any other event which terminates the membership of a Member under the Massachusetts General Laws, except with the Consent of the Members.

C. Dissolution of the LLC shall be effective on the day on which occurs the event giving rise to the dissolution, but the LLC shall not terminate until the Certificate of Organization shall have been cancelled and the assets of the LLC shall have been distributed as provided herein. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC as aforesaid, the business of the LLC and the affairs of the Members, as such, shall continue to be governed by this Agreement. The Members, or a liquidator appointed by the Members (the "Liquidator") shall liquidate the assets of the LLC, apply and distribute the proceeds thereof as contemplated by this Agreement and cause the cancellation of the Certificate.

D. In each case except as may be required otherwise by provisions of the Act which may not be modified by a limited liability company's operating agreement:

(1) After payment of liabilities owing to creditors, the Liquidator shall set up such reserves as he deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the LLC. Said reserves may be paid over by the Liquidator to a bank or another appropriate financial institution, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as the Liquidator may deem advisable, such reserves shall be distributed to the Members or their assigns in the manner set forth in paragraph (2) below.

(2) After paying such liabilities and providing for such reserves, the Liquidator shall cause the remaining net assets of the LLC to be distributed to and among the Members in the following order of priority:

(a) first, to all Members with positive adjusted capital account balances (after adjustments arising from the dissolution and liquidation of the LLC) in proportion to and to the extent of such positive balances; and

(b) the balance, if any, to the Members in accordance with their respective Membership Interest determined as of immediately prior to the dissolution of the LLC leading to its liquidation.

In the event that any part of such net assets consists of notes or accounts receivable or other noncash assets, the Liquidator may take whatever steps he deems appropriate to convert such assets into cash or into any other form which would facilitate the distribution thereof. If any assets of the LLC are to be distributed in kind, such assets shall be distributed on the basis of their fair market value net of any liabilities.

22. Arbitration.

A. The parties hereto agree that any and all legal disputes, controversies or claims arising out of or relating to the interpretation or enforcement of this Agreement or any breach or termination of any thereof (each, a "Dispute") (other than any Dispute with respect to which this Agreement provides for temporary or preliminary injunctive or other similar provisional relief, which relief may be obtained without reference to this Section) shall be resolved by agreement among all parties to the relevant Dispute or, if notice is given by any such party as provided below and the matter is not settled within 30 days thereafter, by reference to arbitration in accordance with the Commercial Arbitration Rules, as amended from time to time (the "Rules"), of the American Arbitration Association (the "AAA") and the following provisions; provided, however, that the provisions of this Section shall prevail in the event of any conflict with such Rules.

B. The parties to the relevant Dispute shall jointly designate a single neutral and impartial arbitrator to resolve the Dispute; provided, however, that if such parties are unable to reach agreement with respect to the identity of the arbitrator within 30 days after the giving of notice by one party to such Dispute to each other party to such Dispute of the first party's desire to refer the matter in dispute to arbitration, then any party to such Dispute may petition the Boston office of the AAA (the "Appointing Authority") for appointment of such arbitrator, and all parties to the Dispute shall be bound by the selection of the Appointing Authority. If any Person appointed as arbitrator shall die, fail to act, resign, or otherwise become disqualified, a substitute arbitrator shall be appointed in the manner set forth above within 15 days after such death, failure to act, resignation or other disqualification. If such substitute appointment is not made within such 15-day period, any party to the Dispute may petition the Appointing Authority for appointment of such substitute arbitrator, and such appointment shall be binding on all parties to the Dispute. No matter how selected, the arbitrator shall have no prior or existing affiliation or relationship with any party to the relevant Dispute or its counsel, and shall sign an oath or affirmation of impartiality upon appointment.

C. Any arbitration proceedings conducted pursuant to this Section shall be held in Boston, Massachusetts and shall be conducted in the English language.

D. The parties to the Dispute may conduct such prehearing discovery through depositions and requests for the production and copying of documents by the other parties to the Dispute, in each case in accordance with such procedures, as the arbitrator may determine. The arbitrator may consult with and engage disinterested third parties, including attorneys, accountants and other consultants, to advise him.

E. The arbitrator, in deciding any Dispute, shall base his decision on the record and in accordance with this Agreement, and applicable law. In no event shall the arbitrator make any ruling, finding or award that does not conform to the terms and conditions of this Agreement, is not supported by the weight of the evidence, or is contrary to applicable law. The final arbitration award shall be a factually detailed, reasoned opinion stating the arbitrator's findings of fact and conclusions of law. Unless the arbitrator for good cause determines otherwise, the final

arbitration award shall include attorney fees, costs and expenses of the prevailing party, including expert and nonexpert witness fees and the prevailing party's share of the administrative fee and the arbitrator's fees and expenses, if any. The final arbitration award and any other written decisions and conclusions of the arbitrator with respect to the matters referred to him pursuant hereto shall be final and binding on all parties to the Dispute, and confirmation and enforcement thereof may be rendered thereon by any court having jurisdiction upon application of any such party.

23. Waiver of Partition.

Each Member agrees that irreparable damage would be done to the LLC if any Member brought an action in court to dissolve the LLC. Accordingly, each Member agrees that it shall not, either directly or indirectly, take any action to require partition or appraisal of the LLC or of any of the assets or properties of the LLC, and notwithstanding any provisions of this Agreement to the contrary, each Member (and its successors and assigns) accepts the provisions of the Agreement as its sole entitlement on termination, dissolution and/or liquidation of the LLC and hereby irrevocably waives any and all right to maintain any action for partition or to compel any sale or other liquidation with respect to its interest, in or with respect to, any assets or properties of the LLC. Each Member agrees that it will not petition a court for the dissolution, termination or liquidation of the LLC.

24. Miscellaneous.

A. Subject to the restrictions on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors-in-title, heirs and permitted assigns; and each and every successor-in-interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditor of any Member, or any creditor of the LLC other than a Member who is such a creditor of the LLC.

B. No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members.

C. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

D. This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members notwithstanding that all Members have not signed the same counterpart.

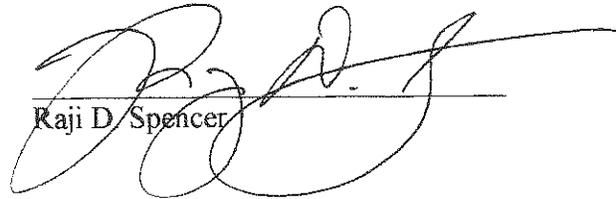
E. Any and all notices under this Agreement shall be effective no earlier than the fourth business day after being sent by registered or certified mail, return receipt requested, postage

prepaid, express mail, telecopy, or commercial expedited delivery service providing a receipt for the same. All such notices in order to be effective shall be addressed, if to the LLC at its registered office under the Act, if to a Member at the last address for the recipient which is known to the sender, if different from the address so specified.

F. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

IN WITNESS WHEREOF, the Members have signed and sworn to this Agreement as of the date first above written.

Member:


Raji D. Spencer

SCHEDULE A

MEMBERS

<u>Name and Address of Members</u>	<u>Percentage Interest</u>	<u>Capital Contribution</u>
Raji D. Spencer 298 Harvard Road Bolton, MA 01740	100%	

LEASE

1451 HIGHLAND AVENUE, LLC

LESSOR

TO

FRENCH PRESS LLC d/b/a FRENCH PRESS BAKERY

AND CAFE

LESSEE

**OF PREMISES AT 74 CHAPEL STREET
NEEDHAM, MASSACHUSETTS**

LEASE

THIS INDENTURE made as of November ____, 2014, by and between 1451 Highland Avenue, LLC and French Press LLC d/b/a French Press Bakery and Cafe (the "Lease").

WITNESSETH

1. Definitions: As used herein, the following terms shall have the meanings set forth below unless the context otherwise requires:

- a) Lessor: 1451 Highland Avenue, LLC, a Massachusetts Limited Liability Company
- b) Lessee: French Press LLC, a Massachusetts Limited Liability Company, d/b/a French Press Bakery and Cafe
- c) Premises: The approximately One Thousand Five Hundred and Eight (1,508) rentable square feet located on the first floor of the Building shown as Café Space on the floor plan attached hereto as Exhibit A together with all improvements, fixtures and appurtenances located thereon.
- d) Building: The approximately nine thousand one hundred twenty eight (9,128) rentable square foot building located at 1451 Highland Avenue and 74 Chapel Street, Needham, Massachusetts shown on Exhibit B attached hereto. *[Updated Exhibit to be provided]*
- e) Lot: The approximately fourteen thousand two hundred sixty-four (14,264) square foot parcel of land shown on Exhibit B attached hereto.
- f) Parking Area: None
- g) Initial Term: The period commencing on the Commencement Date (as hereinafter defined) and ending on the last day of the one hundred twentieth (120th) full calendar month following the Rent Commencement Date.
- h) Extension Period: None
- i) Commencement Date: The date set forth above.
- j) Common Areas: None.
- k) Net Minimum Rent:

Year One (including partial month following Rent Commencement Date)	Annually:	28.00 psf \$42,224.00
	Monthly Installments:	\$3,518.67
Year Two	Annually:	\$28.56 psf \$43,068.48
	Monthly Installments:	\$3,589.04
Year Three	Annually:	\$29.13 psf \$43,928.04
	Monthly Installments:	\$3,660.67

Year Four	Annually:	\$29.71 psf
		\$44,802.68
	Monthly Installments:	\$3,733.56
Year Five	Annually:	\$30.31 psf
		\$45,707.48
	Monthly Installments:	\$3,808.96
Year Six	Annually:	\$31.68 psf
		\$47,773.44
	Monthly Installments:	\$3,981.12
Year Seven	Annually:	\$32.47 psf
		\$48,964.76
	Monthly Installments	\$4,080.40
Year Eight	Annually:	\$33.28 psf
		\$50,186.24
	Monthly Installments	\$4,182.19
Year Nine	Annually:	\$34.12 psf
		\$51,452.96
	Monthly Installments	\$4,287.75
Year Ten	Annually:	\$34.97 psf
		\$52,734.76
	Monthly Installments	\$4,394.56

- l) Rent Commencement Date: The earlier of (a) one hundred twenty (120) days after obtaining of zoning permits, approvals and necessary waivers from the Town of Needham Planning Board and the expiration of any time for appeals of such zoning permits, approvals and/or waivers, or (b) the date on which Lessee first opens for business to the general public at the Premises. Lessor shall have the right to terminate this Lease if a complete application for permits is not filed with the Planning Board by January 15, 2015, and/or Lessor and (provided only if Lessee uses diligent efforts to obtain such permits, approvals and waivers) Lessee shall have the right to terminate this Lease if the approvals and waivers from the Planning Board described above are not obtained by March 15, 2015.
- m) Lease Interest Rate: Eighteen (18%) per cent per annum.
- n) Permitted Use: Bakery/coffee shop serving French inspired pastries, French inspired food and French inspired desserts.
- o) Lessor's Address: c/o The Wilder Companies, 800 Boylston Street, Suite 1300, Boston, Massachusetts 02199.
- p) Lessee's Address: 45 Chapel Street, Needham, MA 02494

- q) Lessee's Counsel: Kirk A. Carter, Esq., Fletcher Tilton, PC, 161 Worcester Road, Framingham, MA 01701
 - r) Lessee's Fraction: A fraction, the numerator of which is the number of square feet of floor space in the Premises and the denominator of which is the number of square feet of floor space in the Building, expressed as a percentage, which for the Premises is 1508/9128 or 16.52%.
 - s) Lessor's Contribution: Lessor shall provide a total rent credit to Lessee in the amount of \$4,500.00, to be applied toward Lessee's purchase and installation of the hot water heater for the kitchen. The rent credit shall be apportioned in equal monthly installments over the first twelve (12) months following the Rent Commencement Date in the amount of \$375.00 per month.
 - t) Guarantor: Raji D. Spencer
 - u) Guaranty: The written guaranty of this Lease of even date herewith executed by the Guarantor, which Guaranty shall expire three (3) years from the Rent Commencement Date.
 - v) Security Deposit: Two Month's Rent. The security deposit shall be Seven Thousand Thirty-Seven and 34/100 cents (\$7,037.34).
2. The Premises: The Lessor does hereby let to the Lessee and the Lessee does hereby hire from the Lessor the Premises described in Section 1.
 3. Term, Holding Over: TO HAVE AND TO HOLD the Premises unto the Lessee during the Term set forth in Section 1, commencing on the Commencement Date, unless said Term shall have earlier terminated or been extended, as provided in this Lease.

In the event that the Lessee should hold over after the expiration or sooner termination of this Lease, the Lessee shall be a lessee at sufferance subject to all of the terms and provisions of this Lease in effect immediately prior to such holdover, except that the Lessee shall pay on account of the Net Minimum Rent (in addition to all other amounts payable by Lessee hereunder) an amount equal to two (2) times the Net Minimum Rent payable hereunder on the day immediately prior to such holdover.
 4. Early Termination Right: None
 5. Rent: The Lessee covenants and agrees to pay to the Lessor at the Lessor's address or at such other place as the Lessor shall from time to time designate, the Net Minimum Rent set forth in Section 1(k), in equal monthly installments, payable on the first day of each and every calendar month, in advance, during the Term hereof, the first such payment to be due on the Rent Commencement Date, without notice, demand, offset, abatement or diminution except as otherwise expressly provided in this Lease. A proportionate part of the Net Minimum Rent shall be paid if the Rent Commencement Date is other than the first day of a calendar month and for any period at the expiration of the Term which is less than a calendar month. All amounts payable by Lessee to Lessor under this Lease other than Net Minimum Rent shall be deemed to be "Additional Rent" hereunder (regardless of whether or not expressly so designated in this Lease), and the term "Rent" shall mean, collectively, Net Minimum Rent and all Additional Rent.
 6. Common Areas and Parking Area: None.
 7. Taxes and Other Charges: Commencing upon the Rent Commencement Date, Lessee agrees to pay to Lessor, as Additional Rent, the Lessee's Fraction of all real estate taxes, personal property taxes,

business and occupation taxes, (and, to the extent not separately metered, water charges and sewer charges), assessments, and all other similar governmental taxes, impositions and charges which shall be levied, assessed or imposed:

- a) Upon or with respect to, or as shall be or become liens upon, the Building, the Lot, or any portion of either; or
- b) Upon or with respect to the operation, maintenance, alteration, repair, rebuilding, use, occupancy or enjoyment of the Building, the Lot or any portion of either; under or by virtue of any present or future law, statute, charter, ordinance, regulation, the requirement of any governmental authority, whether federal, state, county, city, municipal or otherwise, all whether general, special, ordinary, extraordinary, foreseen or unforeseen, and whether or not within the express contemplation of the parties. The Lessor agrees that it shall elect to pay each respective assessment which may be paid in installments over the longest period permitted by law. Such taxes, charges, assessments and impositions shall include any costs and expenses incurred, in accordance with Section 8, in contesting the amount or validity thereof.

The Lessee further agrees to pay, as the same shall become due and payable, before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the non-payment or late payment thereof, all charges for gas, water, sewer, electricity, light, heat, power, telephone, and other utilities and services used, rendered or supplied to, upon or in connection with the Premises. The Lessee agrees that the Lessee shall contract directly with the electric utility provider to furnish electricity to the Premises and that the Lessee shall pay any such electric charges directly to the utility provider. The gas shall be separately metered and the Lessee agrees that the Lessee shall pay such gas charges directly to the utility company. Lessor shall provide a single water and sewer meter for the building and a sub meter for the Premises. Lessor shall charge back all such water and sewer charges to Lessee and Lessee shall be responsible for the payment of all such charges as "Additional Rent", and Lessor shall provide to Lessee copies of any such water and sewer bills.

Notwithstanding anything contained in this Lease to the contrary, the Lessee will pay to the Lessor monthly as Additional Rent, together with the Net Minimum Rent, one twelfth (1/12th) of the amount from time to time estimated by the Lessor to reflect the Lessee's Fraction of all such taxes, charges, and assessments. Promptly after the amount of all taxes, charges and assessments payable by the Lessee pursuant to this Section 7 are determined for each year, the Lessor will advise the Lessee of the amount thereof for such year and the Lessor and the Lessee will account to each other so that the Lessee shall have paid to the Lessor all taxes, charges and assessments payable by the Lessee pursuant to this Section 7 for such year; any excess paid by the Lessee shall be promptly refunded by the Lessor to the Lessee, and any deficiency shall be promptly paid by the Lessee to the Lessor.

Notwithstanding anything in this Lease to the contrary contained, the Lessee shall not be required to pay or otherwise be responsible for (i) any local, state or federal capacity levy, franchise tax, revenue tax, income tax or profits tax of the Lessor, or (ii) any estate, inheritance, devolution, succession or transfer tax which may be imposed upon or with respect to any transfer of the Lessor's interest in the Premises; *provided, however*, that if at any time hereafter the method of taxation prevailing at the date hereof shall be altered so as to cause the whole or any part of the taxes, charges, assessments or impositions now or hereafter levied, assessed or imposed on real estate and the buildings, structures and other improvements thereon to be levied, assessed and imposed, wholly or partially, as a gross receipts, gross income, capital levy, or other tax on the rents received therefrom, or if any tax, corporation franchise tax, assessment, levy (including, but not limited to, any municipal, state or federal levy), imposition or charge, or any part thereof, shall be measured by or based in whole or in part, upon the Premises and shall be imposed upon the Lessor, then all such taxes, charges, assessments, levies or impositions, or the part thereof so

measured or based, shall be deemed to be an imposition levied, assessed or imposed upon or with respect to the Premises, to the extent that the same would be payable if the Premises were the only property of the Lessor subject thereto, and the Lessee shall pay to the Lessor the levied or assessed tax at any time on any item of the rent payable hereunder, and the Lessee further agrees to pay to the Lessor, as Additional Rent, the amount thereof.

At the expiration of the Term, all payments for which the Lessee is responsible as provided in this Section 7 shall be prorated to the date of such expiration. The amount of any net refund abatement, deduction, reduction or credit received by the Lessor attributable to any such payment earlier made by the Lessee shall be promptly refunded by the Lessor to the Lessee.

The Lessee agrees to forthwith cause to be discharged or released of record any lien which may be recorded, perfected or otherwise attached to the Premises or Lot due to taxes, charges, assessments, or impositions levied, assessed or imposed at any time on the Lessee's fixtures, equipment, supplies or other property in, on or about the Premises.

8. Permitted Contests: In the event that the Lessor shall contest, by appropriate proceedings, the amount or validity of any such tax, assessment, imposition or charge, the parties shall cooperate with each other in the course thereof and execute any applications, appeals and other documents which may be required to enable the Lessor to maintain such proceedings, and there shall be appropriate adjustments by credits against future payments required by this Section 8, of all such taxes, assessments, impositions and charges by reason of any abatements, credits and refunds which may be received by the Lessor after the Lessor shall have deducted therefrom the reasonable costs and expenses of obtaining any such abatements, credits and refunds (including, without limitation, reasonable attorneys' and appraisal fees and expenses) of contesting the amount or validity of any such tax, assessment, imposition or charge.
9. This Section is intentionally deleted.
10. Delivery and Acceptance of the Premises As-Is: Lessor shall deliver the Premises, no later than forty five (45) days from the date this Lease is fully executed and delivered to the Lessor (together with the executed Guaranty and the Security Deposit), in its "AS-IS" condition as of the date of this Lease, except as follows: Lessor shall deliver the Premises in "warm shell" condition as follows: (i) store front per Lessor's specifications; (ii) 7 1/2 ton HVAC unit installed; (iii) demising walls installed; (iv) utilities stubbed to the Premises; (v) existing bathrooms in as is condition. Lessee hereby acknowledges that except as expressly otherwise provided in this Section 10, the Premises shall be delivered in their "AS-IS" condition, without any representation or warranty whatsoever, and the Lessee agrees to accept the Premises in such condition, after due inspection thereof.
11. The Lessee's Construction: Following the delivery of the Premises by the Lessor to the Lessee pursuant to Section 10 above and the obtaining of any zoning permits, approvals and necessary waivers from the Town of Needham Planning Board and the expiration of any time for appeals of such zoning permits, approvals and/or waivers, the Lessee shall, at the Lessee's sole cost and expense, do all work necessary to equip the Premises with all fixtures, equipment, machinery and personal property required for the operation of the Lessee's business in the Premises, and shall open for business as soon thereafter as reasonably possible. Said work shall include but not be limited to the distribution of HVAC throughout the Premises and installation of the hot water heater for the kitchen. The Lessee agrees that all plans and specifications (including but not limited to full architectural plans) for all such work, equipment and preparation and all alterations, improvements, restorations, repairs, replacements or renovations which the Lessee may make pursuant to any term or provision of this Lease, including initial build-out of the Premises, requires the prior written approval of the Lessor, which approval shall

not be unreasonably withheld or delayed, and shall be done by the Lessee in a good and workmanlike manner, with first quality materials, in accordance with the plans and specifications therefor approved by the Lessor, free from defects in design, construction, workmanship or materials, and that same will not decrease the value of the Premises. In addition, all of the foregoing will be done in such manner as will avoid jurisdictional or other labor disputes. Lessee shall be solely responsible, at its sole cost and expense, for obtaining all licenses, permits and approvals from relevant governmental authorities required for any such construction or for the use and occupancy of the Premises by the Lessee. All such work, equipment, preparation, alterations, improvements, fixtures, decorative lighting, signs, merchandise and supplies of the Lessee which are *not* affixed to the Premises shall become the property of the Lessee at the expiration or earlier termination of this Lease (except in the event of Lessee's default, in which case all such items shall become the property of the Lessor) and shall be expressly subject to the provisions of Section 12. To the extent to which the Lessee or any of its contractors, subcontractors or suppliers enter upon the Premises for the purpose of preparing the same for the Lessee's occupancy, such entry shall be subject to all of the terms and provisions of this Lease except that the Lessee shall not be required to pay Rent until the Rent Commencement Date.

12. The Lessee's Covenants: The Lessee hereby covenants with the Lessor that, until the expiration of the Term and for such further time as the Lessee or any other person or persons claiming through or under the Lessee shall hold the Premises or any part thereof:
- a) The Lessee will pay to the Lessor all Rent at the times and in the manner herein set forth;
 - b) The Lessee will at all times maintain the interior of the Premises, including, without limitation, to the extent within and exclusively serving the Premises, the heating, ventilating, air conditioning, plumbing, sanitary sewage, electric, and lighting systems and equipment therein and all doors, floor frames and door openers, as well as exterior entrances, all glass and storefront in as good, clean and safe repair, and order and condition as same were at the Commencement Date or may be put in thereafter, normal wear and tear excepted, and except as otherwise expressly provided herein, make all alterations, improvements, restorations, repairs, replacements or renovations required by any and all laws, rules, regulations or requirements or all public authorities or the fire insurance rating association having jurisdiction, except for exterior or structural alterations, improvements, restorations, repairs, replacements or renovations, all replacements to be of the same kind and quality as those which are replaced.
 - c) The Lessee will keep the Premises secure against intrusion, heated to avoid waste, and attractively cover any windows at street level in the event the Lessee ceases to operate for business in the Premises in accordance with the provisions of this Lease;
 - d) The Lessee will at all times maintain a service and maintenance contract on the heating, ventilating and air conditioning system on the Premises with a contractor, and in form and substance satisfactory, to the Lessor from time to time;
 - e) The Lessee will pay all charges for light, heat, hot and cold water, electric current and any other utilities furnished to the Premises and separately metered in accordance with the terms of Section 7;
 - f) The Lessee will not assign this Lease or sublet to any person, firm or corporation the whole or any part of the Premises, or permit any person, firm or corporation other than the Lessee to use or occupy the whole or any part thereof without obtaining on each occasion the prior written consent of the Lessor, which consent shall not be unreasonably withheld. For purposes of this subparagraph (f), a transfer of a controlling interest in the Lessee or in any entity which directly

or indirectly controls the Lessee shall be deemed an assignment of this Lease. Promptly following any assignment or sublease to which the Lessor has consented, the Lessee shall deliver to the Lessor a copy of such assignment (and an agreement by the assignee assuming and agreeing to perform, fulfill and observe the Lessee's representations, warranties and agreements set forth herein) or sublease. All amounts received by the Lessee pursuant to any assignment of this Lease or sublease in excess of the Rent payable to the Lessor hereunder (which amount shall be pro-rated in the case of a sublease) shall be paid to the Lessor as Additional Rent promptly upon receipt thereof by the Lessee. Upon receipt of a request for consent to an assignment or a sublease of the entire Premises, the Lessor shall have the right, exercisable by notice to the Lessee within thirty (30) days after receipt of the Lessee's request for such consent, to terminate this Lease as of the date specified by the Lessee in such request as the proposed effective date of any such assignment or sublease or sixty (60) days after such notice of termination, if earlier;

- g) The Lessee will not use any advertising media that might be reasonably objectionable to the Lessor or other occupants of the Building, such as loud speakers, phonographs, television or radio broadcasts, flashing lights between 8pm - 8am or other devices that may be heard or seen from outside the Premises;
- h) The Lessee will cause all freight to be delivered and/or removed and all refuse to be removed only in the manner, at such time and through such entrances and exits as shall be reasonably designated by the Lessor from time to time and shall never store or maintain any such freight or refuse outside of the Premises or in any container not approved by the Lessor; The Lessee will not solicit business in the Parking Area or the Common Areas or distribute handbills or other advertising media to, in or upon any vehicles parked in the Parking Area;
- i) The Lessee will at the Lessee's sole cost and expense, obtain and deliver to the Lessor and to any persons, firms or corporations from time to time designated by the Lessor, certificates of (and original duplicate policies of), and at all times maintain in full force and effect, prior to the Lessee's entry into the Premises, (i) commercial general liability insurance (with completed operations and contractual liability endorsements) with limits of \$1,000,000.00-\$2,000,000.00-\$500,000, protecting the Lessor (and all partners therein and thereof), the Lessee and any holder of any mortgages on all or any portion of the Building from time to time designated by the Lessor, against all claims, suits, obligations, liabilities and damages, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or damage to the business or property of the Lessor or the Lessee or anyone else resulting from or occurring in the course of, or on or about, or in the vicinity of, or otherwise relating to the use or condition of, the Premises, (ii) worker's compensation insurance covering all persons employed in connection with anything done on or about the Premises with respect to which claims for death or bodily injury could be asserted against the Lessor, the Lessee, or anyone else, or the Premises, and (iii) fire and lightning, extended coverage, special extended coverage, vandalism and malicious mischief and sprinkler leakage insurance on all alterations, additions and improvements constructed by the Lessee as well as all equipment, machinery and fixtures of the Lessee placed within the Premises, in an amount not less than the full cost of repairing, replacing or rebuilding the same without deduction or adjustment for depreciation. All insurance, including without limitation, any surety bonds, which the Lessee is required to provide or maintain under any term or provision of this Lease shall be in form and substance, and with limits, amounts and average, and such endorsements in addition to those expressly described herein, as are customarily required by lessors of similar property in the greater Boston area, and with insurers with current Alfred M. Best Company, Inc. ratings of "A:XII" or higher. The Lessee will on demand, as often as reasonably required by the Lessor, furnish to the Lessor and to any such persons, firms

or corporations entitled to the benefit of such insurance a complete list, statement and description of all such insurance, together with certificates (and original duplicate policies of insurance) from each insurance company issuing any thereof, certifying that such insurance is in full force and effect, all premiums have been paid, and same will not be canceled except upon ten (10) days prior written notice to the Lessor or to such persons, firms or corporation, as the case may be, by registered mail, return receipt requested;

- j) The Lessee will not overload or deface the Premises or use or permit any use of the Premises which shall increase any insurance rate or create a fire hazard or be unlawful, improper, noisy or offensive or which constitutes a nuisance or which is contrary to any law, rule, regulation or requirement or any public authority or the fire insurance rating association having jurisdiction, or which is injurious to any person or property, or commit waste, whether voluntary or involuntary, or carry on a trade or occupation or operate any instrument or equipment which emits an odor or causes a noise to be heard outside of Premises, or permit anyone else to do any of the foregoing; The Lessor hereby acknowledges that the use of the Premises for the Permitted Use as defined in Section 1(n) shall not, in and of itself, be deemed a breach of this Section 12(j) and, therefore, no such increase in insurance rate shall be deemed to result from Lessee's aforesaid Permitted Use of the Premises.
- k) Except for normal quantities of cleaning or office supplies, the Lessee will not use any portion of the Premises for the use, generation, treatment, storage or disposal of "oil", "waste oil", "hazardous material", "hazardous substance", "hazardous waste", "toxic substance," or other hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical, or other substance regulated under any federal, state or local statute, law, ordinance, rule or regulation, now or hereafter in effect (collectively the "Materials"), including without limitation, the Comprehensive Environment Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C §6091 et seq. as amended, the Hazardous Material Transportation Act, 49 U.S.C. §1801 et seq., as amended, and the Toxic Substances Control Act, 15 U.S. C. §2064 et seq., as amended, without the express written consent of Lessor, and its mortgagees (if required), and then only to the extent that the presence of the Materials are: (i) properly licensed and approved by all appropriate governmental officials in accordance with all applicable laws, ordinances, rules and regulations; and (ii) in compliance with any terms and conditions stated in prior written approvals by the Lessor or its mortgagees; and will promptly provide the Lessor with copies of all notices received by it, including without limitation, any notice of violations, notice of responsibility or demand for action from any federal, state or local authority or official in connection with the presence of Materials in, on or under the Premises, the Building or the Lot; and Lessee shall promptly remedy the problem in accordance with all applicable laws and requirements and shall indemnify and hold the Lessor harmless from and against all loss, cost and liabilities and damage, including reasonable attorney's fees and the cost of litigation arising from the presence or release of any Materials in, on or under the Premises, or elsewhere within the Building or the Lot, if the Lessee caused such Materials to be present there. The provisions of this subsection (k) shall survive the expiration or earlier termination of this Lease;
- l) The Lessee will not do or permit to be done anything in or about the Premises which shall make void or voidable any insurance carried by the Lessor or the Lessee which is required by any term or provision of this Lease or which relates to the Premises in any manner or way and if the Lessee's use shall increase or create extra premiums therefor then the Lessee will pay to the Lessor on demand, as Additional Rent, the amount of any such increase or extra premiums on insurance carried by the Lessor;

- m) The Lessee will not burn any trash, garbage or refuse of any kind on the Premises or dispose of any of same in any manner other than as expressly directed by the Lessor from time to time;
- n) The Lessee will, at the expiration or sooner termination of this Lease, peaceably and quietly leave, yield up and surrender the Premises to the Lessor free of liens and occupants and in good, clean and tenantable repair, order and condition, and shall yield up the Premises with all alterations, improvements, restoration, repairs, replacements, renovations and improvements thereto remaining in place unless the Lessor otherwise directs the Lessee in writing. All fixtures and all equipment, supplies and other property of the Lessee installed, assembled or placed by the Lessee upon the Premises shall not become part of the realty and shall remain the property of the Lessee, and the Lessee may at its expense remove any or all of same during the Term, and shall at the expiration or sooner termination of this Lease repair any and all damage caused by such removal. Upon the Lessee's yield up of the Premises following such expiration or termination, the Lessor may, in addition to all other rights and remedies, without being guilty of any trespass, tort or breach of contract, remove from the Premises any or all fixtures, equipment, signs, supplies and other property of the Lessee not removed by the Lessee as provided in the immediately preceding sentence, and either store same for the account of the Lessee at its expense, without obligation or liability on account of any theft, loss, damage or monetary shortage, or deem same to be abandoned and subject to use, sale or other disposition without obligation or liability to account to the Lessee for the proceeds thereof. Notwithstanding the expiration or sooner termination of this Lease, the Lessee shall continue to be responsible for, and shall pay to the Lessor all reasonable costs incurred by the Lessor in connection with any such removal, storage, sale or other disposition. The provisions of this subsection (n) shall survive the expiration or earlier termination of this Lease;
- o) During the term of the Lease, the Lessee shall continuously and uninterruptedly occupy and use the Premises for the conduct of the Lessee's Permitted Use, including being open for business at such times and on such days as other similar businesses in the vicinity of the Premises are typically so open. All of the Premises (other than such minor portions as are reasonably required for storage or office purposes) shall be used for the Lessee's Permitted Use;
- p) The Premises shall be used only for the Permitted Use specified in Section 1(n) above, and for no other use.
13. No Alterations or Improvements: Except to the extent permitted in Section 11 in connection with the initial improvements to the Premises, the Lessee will make no alterations, additions or improvements to the Premises with a cost in excess of Five Thousand (\$5,000) Dollars per alteration or which affects the mechanical, electrical, sprinkler, security or other systems of the Building, without on each occasion first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld.
14. The Lessee's Signs: The Lessee, at its sole cost and expense, is responsible and required to place signage above the store front awning, which sign shall not be an interior illuminated sign, but rather a sign made up of individual lettering which is lit from below or above. The Lessee is also responsible for placing a sign on the marquee of the building. All signage is subject to the prior written approval of the Lessor before being installed. The Lessee is allowed to place (and thereafter to replace) interior signs in the store as well as sidewalk signs, such designs to be approved by the Lessor in writing before being installed. All signs referenced in this Section 14 shall be in compliance with any applicable Town of Needham Zoning By-Laws or other by-laws, without a variance, and, except such additional signs which may be approved in writing by Lessor at a later date, shall be as shown on Exhibit C attached

hereto. Upon the expiration or earlier termination of this Lease, the Lessee shall, at its sole cost and expense, remove all signage and repair all damage caused by the installation or removal of such signage, which obligation shall survive the expiration or earlier termination of this Lease.

15. Sole Risk and Hazard: All fixtures, equipment, signs, merchandise, supplies and other property on or about the Premises shall be at the Lessee's sole risk and hazard, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by use or abuse of water, or by leaking or bursting of water pipes, or in any way or manner, including, without limitation, the acts or omissions of any other occupant of any portion of the Building, no part of said destruction or damage is to be charged to or borne by the Lessor in any case whatsoever, except only to the extent caused by the Lessor's gross negligence, willful act or willful default or that of the Lessor's agents, employees or contractors, and, except to such extent, the Lessee agrees to exonerate the Lessor from and against any and all claims, suits, obligations, liabilities and damages, including reasonable attorneys' fees, based upon or arising out of any of the foregoing. In no event shall the Lessor be responsible for any indirect or consequential damages arising out of any such destruction or damage including, without limitation, any such indirect or consequential damages due to the Lessee's inability to remain open for business in the Premises.

16. Fire. Casualty. Taking: PROVIDED ALWAYS, that in case, after the execution hereof and before the expiration of the Term, the Premises or any material part thereof or more than fifteen (15%) percent of the Building shall be taken by any exercise of the right of eminent domain or by action of any public or other authority, or in case, after the execution hereof and before the expiration of the Term, the Premises or any material part thereof or more than fifteen (15%) percent of the Building shall be destroyed or damaged by fire or casualty, then this Lease and the Term shall terminate at the election of the Lessor or Lessee, which election must be exercised by notice to the Lessee or Lessor within sixty (60) days after such taking, destruction, damage or action, and such election may be made in case of any such taking notwithstanding the entire interest of the Lessor may have been divested by such taking. If this Lease is not terminated pursuant to the foregoing provisions of this Section 16, the Lessor shall with reasonable promptness restore the Premises to the same condition as at the Commencement Date, to the extent of available taking awards or insurance proceeds, but in no event shall the Lessor be required to replace, repair or restore any improvements, alterations or additions constructed by the Lessee or any of the Lessee's equipment, machinery, fixtures or personal property (all of which shall be promptly replaced, repaired or restored by the Lessee at its sole expense). If the Premises or Building or any part of either thereof shall be taken by eminent domain, all damages from such taking other than that which relates solely to the Lessee's moving expenses shall vest in the Lessor, the Lessee having no right to damages for loss of its leasehold interest in any event, and the Lessee covenants and agrees to execute such assignments or other documents and to take any steps which may be necessary to vest such damages in the Lessor, the Lessee hereby irrevocably appointing the Lessor as its agent and attorney-in-fact to execute and deliver any such assignments and documents which the Lessor deems necessary or appropriate to carry out the intent and purposes of this sentence, such appointment being a power coupled with an interest. In the event that the Lessor shall fail so to restore the Premises within one (1) year following such damage or destruction, the Lessee shall have the option to terminate this Lease by notice to the Lessor within thirty (30) days following the expiration of such period.

17. The Lessor's Insurance: The Lessor will, upon commencement of the Term, obtain and thereafter maintain in full force and effect (or cause to be so obtained and maintained), (a) "all risk" property insurance on the Building for not less than ninety percent (90%) of the replacement value of the Building with an "agreed amount" endorsement and having an appropriate deductible, (b) commercial general public liability insurance (with completed operations and contractual liability endorsements) and parking lot liability insurance with the Lessee named as an additional insured (with a contractual liability endorsement) against any and all claims, suits, obligations, liabilities and damages, including attorneys' fees based upon or arising out of actual or alleged injuries (including death) and/or property

damage resulting from, occurring on or in or due to the use of or any condition in the Common Areas, Parking Area and/or way immediately adjacent and/or adjoining either the Common Areas and Parking Area, such insurance to afford protection in an amount of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate, and (c) such other insurance on the Building against such insurable hazards in such additional limits and amounts on all such insurance as are from time to time commonly obtained by owners of properties similar to the Building or are required by the holder of any mortgage on the Building. Such insurance shall be with insurance companies qualified to do business in the Commonwealth of Massachusetts; it being understood, however, that any such insurance may be blanket with other insurance maintained by the Lessor or the Lessor's affiliates.

18. Default by the Lessee: PROVIDED, ALWAYS, and this Lease is upon the condition, that (a) in the event of any failure by the Lessee to pay any item of Rent (whether the Net Minimum Rent or any item of Additional Rent) when due hereunder, which failure continues for five (5) days after written notice from the Lessor specifying such failure, or (b) in the event of any non-monetary failure by the Lessee to perform, fulfill or observe any other representation, warranty or agreement by the Lessee set forth herein, which failure continues for thirty (30) days after written notice from the Lessor specifying such failure, without its being waived or its effect cured, or the cure thereof commenced within such 30-day period and diligently prosecuted at all times thereafter to completion, or (c) in the event that the estate created hereby shall be taken on execution, or by other process of law, or is attached or subjected to any other involuntary encumbrances and such execution or proceeding is not dismissed within sixty (60) days, or (d) in the event that any Guarantor shall commit any act which would permit the entry of an order for relief under the Bankruptcy Reform Act of 1978 (or any successor thereto) or be declared bankrupt or insolvent according to law and such petition or proceeding is not dismissed within sixty (60) days, or (e) in the event that any petition under federal or state law pertaining to bankruptcy, insolvency, reorganization, recapitalization, arrangement, or other relief shall be filed by or against any Guarantor or the Lessee and such petition is not dismissed within sixty (60) days, or (f) in the event that any assignment, trust mortgage, or other transfer in trust or otherwise shall be made for the benefit of creditors of either the Lessee or the Guarantor and such proceeding is not dismissed within sixty (60) days, or (g) in the event the Lessee dissolves, terminates or liquidates, or adopts any plan or commences any proceeding the result of which is intended to include dissolution, termination or liquidation and such filing or proceeding is not dismissed within sixty (60) days, or (h) in the event that the Lessee or any Guarantor shall make or offer a compromise of the Lessee's or such Guarantor's debts, as the case may be, with its creditors, or in the event that a receiver, trustee, custodian, guardian, liquidator or similar officer or creditors' committee shall be appointed to take charge of any property of, or to operate or wind up the affairs of, the Lessee or any Guarantor and such appointment or proceeding is not dismissed within sixty (60) days, or (i) in the event that a mortgagee, secured party or other creditor takes possession of the Premises, or of any substantial part of the property of the Lessee at the Premises, then in any of said cases (notwithstanding any license of any former breach of covenant or condition or waiver of the benefit hereof, or consent in a former instance) (i) the Lessor or the Lessor's agents may lawfully immediately, or at any time thereafter, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of the Lessor's former estate and expel the Lessee and those claiming by, through or under the Lessee and remove the Lessee's or their effects (in any of said cases forcibly, if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant or condition, and upon entry as aforesaid this Lease shall terminate, or (ii) the Lessor may terminate this Lease by notice to the Lessee, the Lessee in any event waiving all statutory rights of redemption,

The Lessee covenants with the Lessor that in case of such termination, or in case of termination under statute for default of the Lessee, the Lessee will at the election of the Lessor (which election may be made or changed at any time or from time to time before the settlement), either: (1) pay, as damages for

so much of the unexpired Term as is covered thereby, and at the same times and in the same installments as are specified in this Lease, sums equal to the Net Minimum Rent and Additional Rent herein named or, if the Premises shall have been relet, sums equal to the excess of the Net Minimum Rent and Additional Rent over the net sums actually received by the Lessor for the period to which the Net Minimum Rent and Additional Rent paid hereunder last mentioned relate; or (2) pay, as liquidated damages for the then unexpired Term, a lump sum which at the time of such termination or at the time to which installments of liquidated damages shall have been paid represents the excess of the Rent hereunder over the then rental value of the Premises for the residue of the Term, both being discounted to present value at the then applicable Lease Interest Rate less three (3) percent; or, (3) indemnify the Lessor against loss of the Rent hereunder at the time of such termination or from the time to which installments of liquidated damages shall have been paid, during the residue of the Term, each of the foregoing three (3) alternatives being separable. There shall be included in Additional Rent for purposes of the preceding Clauses (1), (2) and (3) Lessor's contribution in the amount of \$4,500.00.

In addition to the foregoing and regardless of which of the foregoing alternatives shall have been elected, the Lessee agrees to pay to the Lessor on demand all reasonable expenses incurred by the Lessor in order to: (x) obtain possession of the Premises; (y) make such alterations, improvements, repairs, replacements, renovation and restoration as the Lessor reasonably deems necessary or advisable to put the Premises in good and rentable repair, order and condition (less salvage value, if any); and (z) relet the Premises, including without limitation, the reasonable fees of attorneys, brokers, engineers and architects, free rent and lessee improvement contributions then customary in the suburban Boston market area.

Notwithstanding anything elsewhere in this Lease contained, however, in the event that during the Term the Lessee shall have failed to pay any item of Rent as provided in Clause (a) in the first sentence of this Section 18 or the Lessor shall have sent two (2) or more notices of the kind referred to in Clause (b) in the first sentence of this Section 18 in any twelve (12) month period, even though the Lessee shall have cured the failure or failures, or the Lessor shall have waived the cure thereof, or the Lessee shall have commenced such cure and diligently prosecuted same at all times thereafter, and in the event that subsequently in such twelve (12) month period the Lessee shall fail to pay any item of Rent or perform, fulfill or observe any other representation, warranty or agreement of the Lessee set forth herein (all as set forth in Clauses (a) and (b) in the first sentence of this Section 18), then and in any such event the provisions for notice and grace periods set forth in such Clauses (a) and (b) shall not be applicable to such subsequent failure or failures in such twelve (12) month period and therefore, the Lessor shall have the right, without demand or notice, to exercise all of its rights and remedies set forth in this Section 18 or otherwise. In addition to all the rights and remedies of the Lessor under this Lease, in the event that the Lessee shall fail to pay any item of Rent due under this Lease beyond the seventh (7th) day such sums are due, Lessee shall pay to the Lessor \$300 or 1½% of the amount not so paid when due, whichever is greater, to partially compensate Lessor for such late payment.

In the event that any failure by the Lessee to perform, fulfill or observe any agreement herein to be performed, fulfilled or observed by the Lessee continues for thirty (30) days or, in situations involving potential danger to the health or safety of persons in, on or about the Premises or a further material deterioration of, or damage to, the Premises, after written notice specifying such failure without its being waived, its effect cured, or the cure thereof commenced and diligently prosecuted at all times thereafter, the Lessor may upon three (3) days written notice (except in emergencies) at its election perform, fulfill or observe such agreement for and on behalf of the Lessee, and any amount which the Lessor shall expend for such purpose, or which shall otherwise be due by the Lessee to the Lessor hereunder, shall be deemed to be additional rent and shall be paid to the Lessor on demand, together with interest thereon at the Lease Interest Rate, from the date of expenditure or the date the same shall have become due to the date of payment thereof in full.

In the event that the Lessee shall commit any act which would permit the entry of an order for relief under the Bankruptcy Reform Act of 1978 (or any successor thereto) or be declared bankrupt or insolvent according to law, or in the event that any petition under federal or state law pertaining to bankruptcy, insolvency, reorganization, recapitalization, arrangement or other relief shall be filed by or against the Lessee then the following provisions shall be applicable to any assumption or rejection of this Lease by the trustee or debtor-in-possession which the Lessor and the Lessee acknowledge and agree are commercially reasonable in the context of a bankruptcy case of the Lessee: (A) the trustee or debtor-in-possession shall elect to assume or reject this Lease by filing a motion therefor with the court having jurisdiction within sixty (60) days after the filing of the petition, provided, if no election is made within such sixty (60) day period then this Lease shall be deemed to have been rejected; (B) upon a rejection or deemed rejection of this Lease, the Lessor shall thereupon be immediately entitled to possession of the Premises and this Lease shall be terminated, but the Lessor's right to be compensated for damages both at law and as provided in this Lease shall in such case survive such termination; (C) no election to assume this Lease shall be effective unless and until each of the following conditions is met: (i) within ten (10) days from the date of such assumption all monetary defaults shall be cured or Lessor has received adequate assurances (as hereinafter defined) of such cure and within thirty (30) days after such assumption all non-monetary defaults shall be cured or Lessor has received adequate assurances of such cure; (ii) in addition to any other security deposit required under this Lease, an amount equal to three months Net Minimum Rent and Additional Rent accruing under this Lease shall be deposited with the Lessor and whether or not otherwise required by the terms of this Lease thereafter one-twelfth (1/12th) of the Lessee's estimated annual obligations under this Lease for real estate taxes shall be paid in advance on the date Net Minimum Rent is payable hereunder; and (iii) the assumption has been ratified and approved by order of such court or courts as had final jurisdiction over such bankruptcy case; and (D) when, pursuant to applicable law, rules, or regulations, the trustee or debtor-in-possession shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charges shall not be less than the Net Minimum Rent and Additional Rent specified herein. The Lessor and the Lessee acknowledge that in the context of a bankruptcy proceeding of the Lessee, at a minimum, the term "adequate assurances" shall mean that: (I) the trustee or debtor-in-possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure the Lessor that the trustee or debtor-in-possession will have sufficient funds to fulfill the obligations of the Lessee under this Lease and to keep the Premises properly staffed with sufficient employees to conduct a fully-operational, actively promoted business on the Premises as required hereunder; and (II) the court having jurisdiction over such bankruptcy case shall enter an order segregating sufficient cash payable to the Lessor or the Lessor shall receive sufficient valid and perfected security interests or mortgages reasonably acceptable to the Lessor in form, substance and kind to secure the obligations of the trustee or debtor-in-possession to cure the monetary and non-monetary defaults under the Lease as provided above. If the trustee of debtor-in-possession assumes this Lease as permitted herein, its interest in this Lease may be assigned only if the proposed assignee provides the Lessor with adequate assurance of future performance of all of the Lessee's obligations under Lease and if the Lessor determines in its exercise of its reasonable business judgment that: (a) the assignment of the Lease will not breach any other lease, mortgage, finance agreement or other agreement relating to the Premises by which the Lessor is bound and the Lessor is not required to obtain consents or waivers from any third party required under any lease, mortgage, financing agreement or other agreement by which the Lessor is bound; (b) the proposed assignee has a sufficient net worth and working capital to assure the future performance by the assignee of the Lessee's obligations under the Lease as shown on a current financial statement audited by a certified public accountant which is submitted by the Lessee to the Lessor; and (c) the proposed assignee provides a guarantee or guarantees of assignee's obligations to the Lessor (in form and substance acceptable to the Lessor) from one or more persons who satisfy the Lessor's standards of creditworthiness.

19. Indemnity: Unless caused by the gross negligence or willful act or omission of the Lessor, its agents, employees or contractors, the Lessee will exonerate and indemnify the Lessor against all claims, suits, obligations, liabilities and damages, including reasonable attorneys' fees, arising out of: (a) any failure by the Lessee to perform, fulfill or observe any obligation or liability of the Lessee set forth in this Lease; (b) any breach by the Lessee of any representation or warranty made in connection with this Lease; (c) any negligent act or omission by the Lessee or its agents, employees or contractors; or (d) any condition of any kind, class or description, however and whenever caused or occurring, in any portion of the Premises or the sidewalks adjacent thereto, or any occurrence in, upon or at the sidewalks adjacent thereto, or any occurrence, in, upon or at the Premises, or any occurrence occasioned by the Lessee's use and occupancy of the Premises, whether occurring in the Building, the Common Areas or otherwise and not covered by any insurance maintained by the Lessor. Unless caused by the negligence or willful act or omission of the Lessee, its agents, employees or contractors, the Lessor will exonerate and indemnify the Lessee against all claims, suits, obligations, liabilities and damages, including reasonable attorneys' fees arising out of (a) any failure by the Lessor to perform, fulfill, observe any obligation or liability of the Lessor set forth in this Lease, (b) any breach by the Lessor of any representation or warranty made in connection with this Lease, or (c) any gross negligence or willful act or omission by the Lessor or its agents, employees or contractors. In the event of a dispute between the Lessor and the Lessee as to their respective rights and remedies thereunder, or the enforcement of either party's rights thereunder, the party against which final judgment is rendered, with all appeal periods expired, will pay all costs, expenses and attorneys' fees that shall have been incurred or paid by the prevailing party. The provisions of this Section 19 shall survive the expiration or earlier termination of this Lease.
20. Broker: Lessee and Lessor each represents and warrants to the other that it has not contacted any real estate broker in connection with this transaction other than The Wilder Companies (the "Broker") Lessee and Lessor agree to defend, indemnify the other against and hold the other harmless from any claim, loss, damage, costs, or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction arising out of a breach of the foregoing representation and warranty, except that the Lessor shall be responsible for paying the commissions to the Broker pursuant to a separate agreement. The provisions of this Section 20 shall survive the expiration or earlier termination of this Lease.
21. Subsidiaries or Affiliates: Neither party will claim or attempt to enforce against any one or more of the employees, agents, officers, directors, parents, subsidiaries or affiliates of the other party, any right or remedy arising out of, or in any way based upon, this Lease or any act or omission by the other party with respect to this Lease or all or any portion of the Premises, except to the extent expressly permitted by any written instrument signed by any one or more of the foregoing.
22. Notice of Default to the Lessor: In no event will the Lessor be deemed to be in default because of any failure by the Lessor to perform, fulfill or observe any covenant or agreement set forth herein or because of any breach of any warranty by the Lessor set forth herein or because of any breach of any warranty by the Lessor set forth herein for thirty (30) days after notice to the Lessor (and the Lessor's mortgagee, if applicable, in accordance with Section 26) specifying such failure or breach, without its being waived in writing, or its effect cured, or the cure thereof commenced and diligently prosecuted thereafter. Except as otherwise expressly provided in this Lease, in no event shall the Lessee have the right to terminate this Lease nor shall the Lessee's obligation to pay Rent under this Lease abate based upon the any default on the part of the Lessor in performing any covenant, agreement or obligation hereunder.

23. Subordination: The Lessee will, on request at any time or from time to time by any holder of a mortgage on all or any portion of the Premises, subordinate this Lease and all of the Lessee's rights and estate hereunder to such mortgage and to any renewals, extensions, substitutions, refinancing, modifications or amendments thereof, and agree with such holder that the Lessee will attorn thereto in the event of foreclosure and that the Lessee will not without the consent of such holder amend this Lease or prepay any Rent hereunder, but only if the Lessor obtains a written agreement from any such holder in a commercially reasonable form which consents to this Lease and provides that, notwithstanding such mortgage or any default, expiration, termination, foreclosure, sale, entry or other act or omission under, pursuant to or affecting said mortgage, the Lessee shall not be disturbed in peaceful enjoyment of the Premises or this Lease terminated or canceled at any time, except in the event the Lessor shall have the right to terminate this Lease under the terms and provisions set forth herein.
24. No Liens: The Lessee will forthwith cause any mechanics, materialmen, or other liens which may be recorded or perfected or which may otherwise attach to all or any portion of the Premises, the Building or the Lot, as a result of work done by or for the Lessee or personal property taxes not paid by the Lessee, to be discharged or released of record or fully bonded by a surety satisfactory to the Lessor.
25. Entry and Inspection by the Lessor: The Lessor and its agents shall have the right to enter into and upon the Premises or any part thereof at all reasonable times during the Lessee's usual business hours (except in emergencies) to examine the same and to make upon three (3) days' prior notice (except in emergencies) such repairs or alterations as the Lessor is expressly required to perform hereunder or desires to make thereto, provided the Lessor shall use reasonable efforts to minimize disruptions to the Lessee's use of the Premises. The Lessee shall permit inspection of the Premises during business hours and intervals by prospective purchasers or mortgagees and during the last year of the Term, the Lessee shall permit inspection of the Premises during business hours by prospective lessees and shall permit the usual "To Let" or "For Sale" signs to be placed on the Building or Premises.
26. Notice to Mortgagee: Upon receipt of a request by the Lessor or any holder of a mortgage on all or any part of the Building or the Lot, the Lessee will thereafter simultaneously send any such holder copies of all notices of default or termination or both given by the Lessee to the Lessor in accordance with any provision of this Lease. In the event of any failure by the Lessor to perform, fulfill or observe any agreement by the Lessor herein or any breach by the Lessor of any representation or warranty of the Lessor herein, any such holder may at its election, within thirty (30) days after receipt of such notice, cure such failure or breach for and on behalf of the Lessor and such cure shall, as to the Lessee, be deemed to be performance, fulfillment or observance by the Lessor thereunder. The provisions of this Section 26 shall apply to any successor in interest of such holder.
27. Notice of Lease: Neither party will record this Lease, but each party will on demand by the other party execute an appropriate notice of this Lease in form and substance reasonably satisfactory to the Lessor, and either party may record same at its expense. Promptly following the Commencement Date, the parties will execute a mutually satisfactory document in recordable form setting forth the commencement and expiration date of the Term specified herein. In addition, promptly following any termination of this Lease prior to the expiration of the Term specified herein, for any reason whatsoever, the Lessee will promptly execute and deliver to the Lessor a document in recordable form, mutually satisfactory in form and substance to the Lessor and the Lessee, setting forth the date of termination of the Term. The provisions of the immediately preceding sentence shall survive the termination of this Lease.
28. Waiver of Subrogation: Each party hereby waives all claims and rights against the other and their respective officers, directors, employees, contractors, servants and agents, for any damage to or destruction of real or personal property of the Lessor or the Lessee, regardless of cause or origin, but only

to the extent of any proceeds or recoveries from insurance policies. All insurance policies required of either party hereunder shall include a waiver by the insurer of its right of subrogation against the other party hereunder. The Lessee agrees that if extra cost is chargeable there for, the amount of the extra cost shall be included in the Section 6 insurance expenses.

29. Repairs by the Lessor: Except as otherwise expressly set forth in this Lease, the Lessor shall not be required to make any alterations, improvements, restoration, repairs, replacements, renovation or additions of any nature or description to the Premises, or to maintain the Premises in any way at all, and the Lessee waives any rights, whether provided by any law, rule, regulation or requirement of public authority, now or hereafter in effect, to do any of the foregoing at the expense of the Lessor. The Lessor will during the Term maintain and repair all structural portions and roof of the Building and the foundation thereof. Lessor shall perform, at its expense, any alterations, improvements, replacements or renovations which constitute capital improvements to the Building required by any change in law or future law enacted after the date of this Lease by any public authority having jurisdiction. In no event shall the Lessor be responsible for any indirect or consequential damage arising out of the Lessor's failure so to maintain and repair, including, without limitation, any damage due to the Lessee's inability to remain open for business in the Premises.
30. Estoppel Letter: The Lessee or the Lessor will from time to time, upon not less than ten (10) days prior request by the other party, deliver to the requesting party or any actual or prospective purchaser or holder of a mortgage on all or any part of the Premises a statement certifying whether or not this Lease is in full force and effect and stating: (a) the last date to which the Net Minimum Rent and Additional Rent have been paid; (b) the amendments, if any, to this Lease; (c) to the best of such party's knowledge, whether or not the requesting party is in default in the performance, fulfillment or observance of any representation, warranty or agreement set forth herein or has any indebtedness to such party for the payment of money; (d) if so, each default or indebtedness; and (e) to the best of such party's knowledge, other information regarding the Premises or this Lease reasonably requested by the requesting party or a current or prospective purchaser or holder of a mortgage of all or any portion of the Premises.
31. Collateral Assignment of Lease: With respect to any assignment by the Lessor of the Lessor's interest in this Lease or the Rent payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on the Lessor's estate, the Lessee agrees:
 - (a) that the execution thereof by the Lessor and the acceptance thereof by the holder of such mortgage shall never be deemed an assumption by such holder of any of the obligations of the Lessor hereunder, unless such holder shall, by notice sent to the Lessee, expressly otherwise elect; and
 - (b) that, except as aforesaid, such holder shall be treated as having assumed the Lessor's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises.
32. No Liability: Anything else in this Lease to the contrary notwithstanding, the Lessee shall look solely to the estate and property of the Lessor in the Premises (including any proceeds of any casualty insurance and any damages and awards as a result of any taking) for the satisfaction of any claim for the payment of money by the Lessor by reason of any default or breach by the Lessor of any of the terms and provisions of this Lease to be performed, fulfilled or observed by the Lessor, and no other, property or assets of the Lessor shall be subject to levy, execution or other enforcement procedure for the satisfaction of the Lessee's remedies for any such default or breach.

33. The Lessor While an Owner: As used herein, "Lessor" shall mean the owner from time to time of the Lessor's estate and property in the Premises and if such estate and property in the Premises be sold or transferred, the seller or transferor shall thereupon be relieved of all obligations and liabilities hereunder thereafter arising or occurring, and the purchaser or transferee shall thereupon be deemed to have assumed and agreed to perform and observe all obligations and liabilities hereunder thereafter arising or occurring or based on occurrences or situations thereafter arising or occurring, subject in any event to the provisions of Section 32.
34. Delays: Whenever in this Lease either party is required to perform, fulfill or observe any representation, warranty or agreement set forth herein (other than the payment of money), delays caused by or resulting from act of God, war, fire, casualty, eminent domain, strike, shortage of labor or materials or other cause beyond such party's reasonable control shall not be considered in determining the time when such performance, fulfillment or observance must be completed, so long as such party shall, promptly after the commencement of any such delay, give the other party notice specifying such delay and estimating the duration thereof.
35. Accord and Satisfaction: The Lessee agrees that acceptance by the Lessor of any partial payment of any item of Rent due hereunder (whether denominated as Net Minimum Rent or Additional Rent) shall not constitute an accord and satisfaction by the Lessor of any of the Lessee's obligations hereunder, and that the Lessor shall be entitled to collect from the Lessee the balance of any such item of rent remaining due.
36. Consent or Approval: Except as may be otherwise expressly provided in this Lease, whenever the consent or approval of either party is required under any term or provision of this Lease, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed.
37. Quiet Enjoyment: The Lessor agrees that if the Lessee shall pay the Rent and perform, fulfill and observe the other obligations and liabilities of the Lessee contained in this Lease, then the Lessee shall peacefully and quietly have, hold and enjoy the Premises without any manner of hindrance or molestation by the Lessor or anyone claiming, by through or under the Lessor, but subject to the provisions of this Lease.
38. Miscellaneous: All terms and provisions of this Lease shall be independent and shall inure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties, except as otherwise expressly provided herein. Every term and provision of this Lease shall be deemed of the essence and every breach thereof material to the Lessor and the Lessee, as the case may be. All representations, warranties and agreements of the Lessee in this Lease shall be deemed special, unique and extraordinary; any breach of any provision thereof by the Lessee or the Lessor, as the case may be, shall be deemed to cause the other irreparable injury not properly compensated by damages in an action at law, and the rights and remedies of the damaged party hereunder may therefore be enforced both at law or in equity, by injunction or otherwise. Except as may be limited by the second paragraph of Section 18, all rights and remedies of each party shall be cumulative and not alternative, in addition to and not be exclusive of any other right or remedy to which such party may be lawfully entitled in case of any breach or threatened breach of any term or provision herein contained, except as otherwise expressly provided herein. The rights and remedies of each party shall be continuing and not exhausted by any one or more uses thereof, and may be exercised at any time or from time to time and as often as may be expedient; any option or election to enforce any such right or remedy may be exercised or changed at any time from time to time. This Lease sets forth the entire agreement of the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a

supplement, alteration, amendment or change of any term or provision set forth herein, including this Section, unless set forth in a written instrument duly executed by such party expressly stating that it is intended to impose such an additional obligation or liability or to constitute such a waiver or release, or that it is intended to operate as such a supplement, alteration, amendment or change.

39. Notice: All notices and other communications (including, without limitation, designations, advice, consents, approvals, directions, statements, requests, elections and demands) shall be in writing and either delivered by hand (with a receipt obtained) or mailed by registered or certified mail, postage and registration or certification charges prepaid, or delivered by a nationally recognized overnight delivery service which obtains a receipt, charges prepaid, addressed, in the case of the Lessor, to the Lessor at the Lessor's Address set forth in Section 1, with a copy simultaneously so mailed to the Lessor's Counsel set forth in Section 1, at its address set forth in Section 1, and addressed in the case of the Lessee, to the Lessee at the Lessee's address set forth in Section 1, either party may by notice to the other designate another address which shall thereupon become the effective address of such party or its counsel for the purposes of this Section 1. The foregoing shall be the exclusive method of giving and delivering notices and other communications to the Lessor, and to deliver default or termination notices to the Lessee pursuant to Section 18, but this paragraph shall not prevent the giving or delivery of any notice or other communication to the Lessee in any other valid manner. Notices shall be deemed given when delivered by hand (provided a receipt is obtained) or two (2) days after mailing by registered or certified mail or the next business day after being deposited with such overnight delivery service.
40. Local Law: This Lease shall be construed and enforced in all respects in accordance with the laws of the Commonwealth of Massachusetts.
41. Headings: The cover page and the captions to the various Sections of this Lease have been inserted for reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.
42. Severability: If any term or provision of this Lease or the application thereof to any person, property, or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons, properties and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
43. Security Deposit: The Lessee hereby gives to the Lessor the Security Deposit amount set forth in Section 1, if any, as security for the full, faithful and punctual performance, fulfillment and observance by the Lessee of any and all covenants, agreements, warranties, conditions, terms and provisions of this Lease to be performed, fulfilled or observed by the Lessee hereunder. It is expressly covenanted and agreed between the Lessor and the Lessee that: (a) the Security Deposit Amount is not a measure of the damages that the Lessor might suffer or a limit upon the damages the Lessor may recover in the event of any failure or breach by the Lessee with respect to any or all of the covenants, agreements, warranties, conditions, terms or provisions set forth in this Lease; (b) in the event of each and every such failure or breach by the Lessee, the Lessor may at the Lessor's option at any time and from time to time apply any part or the whole of the Security Deposit Amount to exonerate, indemnify or save harmless the Lessor from any loss, cost, damage, liability or expense, including attorneys' fees, that the Lessor may have suffered, sustained, or become obligated to pay or may suffer, sustain or become obligated to pay because of such failure or breach by the Lessee; the Lessor shall in no way be precluded by such application from any of the remedies at law or in equity otherwise available to the Lessor, or from recovering at any time the full, total amount of the Lessor's actual loss, cost, damage, liability and expense, including attorneys' fees less the amount of any such application or applications of the Security Deposit Amount by the Lessor, and no such application by

the Lessor shall in anyway excuse the Lessee from the full, faithful and punctual performance, fulfillment and observance of any and all of the covenants, agreement, warranties, conditions, terms and provisions contained in this Lease, and within ten (10) days after the receipt of a demand therefor, the Lessee will pay to the Lessor a sum to be added to the Security Deposit Amount equal to that so applied by the Lessor hereunder; (c) in the event of the termination prior to expiration of this Lease, without any prior failure or breach at any time by Lessee, then within thirty (30) days after the date of such earlier termination, and otherwise within thirty (30) days after the expiration of the Term provided in this Lease, and not earlier in either case, the remainder of the Security Deposit Amount, after deducting all sums which the Lessor has applied or is or may be entitled to apply under Clause (b) of this Section 43 or in satisfaction of any claim or judgment which the Lessor may then have against the Lessee, shall be returned by the Lessor to the Lessee; (d) the Lessor from time to time may transfer the Security Deposit Amount to any grantee as the Security Deposit Amount hereunder on the above terms, and on such transfer to such grantee, the Lessor thereupon and without more shall be relieved from all further liability to the Lessee with respect to the Security Deposit Amount, and the Lessee thereafter shall look only to such grantee for the return of the Security Deposit Amount; and (e) the Security Deposit Amount shall not be mortgaged, assigned, transferred and encumbered by the Lessee without the prior consent of the Lessor, and any such mortgage, assignment, transfer or encumbrance shall be without any force or effect and shall not be binding upon the Lessor in any event. The Lessor shall have the right to commingle the Security Deposit Amount with other funds of the Lessor if permitted by law.

44. Radius Restrictions. Lessor shall not lease space to a prospective Lessee that proposes to operate a bakery/coffee shop serving French inspired pastries, food and desserts, in any building owned by Lessor within five (5) miles of the Property of which the Premises are a part.
45. Trash. Lessee shall be solely responsible for the removal of all trash and other refuse from the Premises and shall contract with a waste removal company to do so at least three times per week, but more frequently, if needed. All trash and refuse will be stored within the Premises pending removal by said waste removal company. The waste removal company as well as the hours of trash and refuse pick-up, shall be subject to approval by the Lessor.
46. Pest Control Services. The Lessee shall be required to maintain a written contract for pest control services throughout the term of the Lease. Said contract, which shall include the scope and frequency of services to be provided, shall be subject to approval by the Lessor.
47. HVAC Unit. The Lessee shall be solely responsible for all costs and expenses associated with the maintenance, repair and (if necessary) replacement of the HVAC unit and associated components, piping, distribution equipment, etc. Lessee shall maintain an HVAC service contract with a qualified and licensed HVAC repair service throughout the term of the Lease and shall provide Lessor with a copy of said contract, together with all extensions and additions thereto to evidence that said contract is in effect throughout the term of this Lease.

WITNESS, the execution hereof under seal the day and year first above written.

LESSOR:
1451 HIGHLAND AVENUE, LLC

Witness:

By: _____
Name: John McQuillan
Title: Manager

Witness:

LESSEE:
FRENCH PRESS LLC

By: _____
Name: Raji D. Spencer
Title: Manager

LEGAL NOTICE

TOWN OF NEEDHAM

Application for Wine & Malt License in a Restaurant

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that French Press LLC, Raji D. Spencer, Owner and Manager has applied for a license to sell alcoholic beverages of the following kind: Wine and Malt beverages (seven days) as a Restaurant at 74 Chapel Street. The premise is comprised of 1,508 sq. ft. that is used for as a restaurant to accommodate 25 patrons. There is one main entrance located on the front of the building and an entrance/emergency exit from the kitchen which exits to the rear of the building.

IT IS ORDERED that a public hearing be held for said application at the office of the Board of Selectmen acting as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 24th day of April 2018 at 7:00 o'clock p.m.

Board of Selectmen
Licensing Board for the Town of Needham

Part I ADMINISTRATION OF THE GOVERNMENT**Title XX** PUBLIC SAFETY AND GOOD ORDER**Chapter 138** ALCOHOLIC LIQUORS**Section 16C** LICENSES FOR PREMISES NEAR SCHOOLS OR CHURCHES

Section 16C. Premises, except those of an innholder and except such parts of buildings as are located ten or more floors above street level, located within a radius of five hundred feet of a school or church shall not be licensed for the sale of alcoholic beverages unless the local licensing authority determines in writing and after a hearing that the premises are not detrimental to the educational and spiritual activities of said school or church; but this provision shall not apply to the transfer of a license from premises located within said distance to other premises located therein, if it is transferred to a location not less remote from the nearest school or church than its former location. Any applicant who has been denied a license under this section shall have the right to an appeal under section sixty-seven.

In this section a church shall mean a church or synagogue building dedicated to divine worship and in regular use for that purpose, but not a chapel occupying a minor portion of a building primarily devoted to other uses, and a school shall mean an elementary or secondary school, public or private, giving not less than the minimum instruction and training

required by chapter seventy-one to children of compulsory school age. This section shall not apply to an extension of licensed premises provided said extension does not exceed fifty feet.



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

MEETING DATE: 4/24/2018

Agenda Item	Rotary Club Carnival
Presenter(s)	Ted Shaughnessy, Rotary Club

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Mr. Shaughnessy will seek the Board's support and endorsement of the Rotary Club's proposal to sponsor a carnival at Needham High School in July, 2018.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
<i>Suggested Motion:</i> That the Board vote to endorse the Rotary Club's proposal to sponsor a carnival at Needham High School in July, 2018.	
3.	BACK UP INFORMATION ATTACHED



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

MEETING DATE: 04/24/2018

Agenda Item	National Public Works Week Proclamation
Presenter(s)	Richard P. Merson, Director of Public Works

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Proclaim the week of May 20 th through May 26 th as National Public Works Week.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	<u>Suggested Motion:</u> To approve and sign the Proclamation for National Public Works Week, May 20 th – May 26 th , 2018.
3.	BACK UP INFORMATION ATTACHED
	a. Proclamation

PROCLAMATION

WHEREAS: Public Works services provided in our community are an integral part of our citizens everyday lives; and

WHEREAS: The support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, drains, streets and highways, traffic control, public buildings, solid waste disposal, recycling, parks and forestry, and snow removal; and

WHEREAS: The health, safety and comfort of this community greatly depend on these facilities and services; and

WHEREAS: The quality and effectiveness of these facilities, as well as their planning, design and construction, are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS: The efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW THEREFORE, be it resolved that the Board of Selectmen does hereby proclaim the week of May 20th through May 26th as **NATIONAL PUBLIC WORKS WEEK** in the Town of Needham and calls upon all citizens and civic organizations to acquaint themselves with the problems involved in providing our public works and to recognize the contributions which public works employees make every day to our health, safety, comfort, and quality of life.

Signed this the 24th day of April in the year 2018.

BOARD OF SELECTMEN

Daniel P. Matthews, Chair

John A. Bulian, Vice-Chair

Maurice P. Handel, Clerk

Matthew Borrelli

Marianne B. Cooley



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

MEETING DATE: 4/24/2018

Agenda Item	Greendale Avenue Water, Sewer, and Drain Project Update
Presenter(s)	Richard P. Merson, DPW Director

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	<p>The remaining 250 feet of drainage pipe is planned to be installed beginning April 30th. The installation of the pipe is expected to take 8 weeks to complete. Following the drain pipe installation, the roadway will be milled, leveled, and re-paved. Final paving is planned to occur approximately 90 days following the drain pipe installation. Once the paving is completed, the grass berms will be restored and the area cleaned up before the Contractor leaves the site.</p> <p>When completed, the project will significantly reduce flooding in the Woodbine Circle neighborhood, improve drainage along Greendale Avenue, and address stormwater quality issues at the discharge.</p>
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	<p><u>Suggested Motion:</u></p> <p>N/A</p>
3.	BACK UP INFORMATION ATTACHED
	<p>1. Copy of Letter to Greendale Avenue residents</p>



TOWN OF NEEDHAM, MASSACHUSETTS
PUBLIC WORKS DEPARTMENT
500 Dedham Avenue, Needham, MA 02492
Telephone (781) 455-7550 FAX (781) 449-9023

April 20, 2018

Dear Resident,

The Department of Public Works is working with its contractor, Revoli Construction, to complete the on-going water, sewer and storm drain project in your neighborhood. The project includes the installation and upgrade of a new water main, repairs to the sewer system, and the installation of a new drain line that will improve stormwater capacity in your neighborhood. We appreciate the inconvenience that this project has caused, and want to take this time to update you on the status of the project.

The contractor plans to re-mobilize equipment during the week of April 23, 2018 and to restart the work on April 30, 2018.

The contractor expects to complete the drain line installation in approximately 8 weeks. This time estimate may be adjusted depending on the amount underground ledge (rock) encountered during the remaining excavation. Once the drain line is installed, permanent trench repairs will be made to the road with asphalt. Final paving of the road will occur approximately 90-days after the excavation is completed.

For safety reasons, please do not park on Greendale Avenue from Nevada Road to Parker Road between 7:00 a.m. to 5:00 p.m. during construction.

If you have any questions or would like more information regarding this project, please contact Steve Nadeau, Contract Manager in the Engineering Division at the Department of Public Works at (781) 455 -7550. Construction Inspector, Dave Kelly will be available daily at the construction site should you want to speak directly with him.

Thank you for your understanding as we complete the improvements to your neighborhood. We appreciate your patience while this final phase of work is completed. We will continue to coordinate and communicate with you during the remaining work.

Truly yours,

Richard P. Merson
Director of Public Works



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

MEETING DATE: 4/24/2018

Agenda Item	Annual Town Meeting Warrant
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will review articles contained in the Annual Town Meeting Warrant.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
<i>Suggested Motion:</i> That the Board vote to support (not to support) article _____ in the Annual Town Meeting Warrant.	
3.	BACK UP INFORMATION ATTACHED
a. Status of Articles (4.17.18) b. 2018 Annual Town Meeting Warrant Final Draft provided under separate cover c. Motion to Amend Article 3	

Status of Articles 4.17.2018

#	Article	Status	BOS Position	FC Position	BOS	FC	CPC	Planning
1	Annual Town Election		-	-	-			
2	Committee and Officer Reports		-	-	[Dan]	Dick		
3	Establish Elected Officials' Salaries	Amend	Adopt	Adopt	Dan	Rick		
4	Fund Collective Bargaining Agreement/NIPEA/DPW	Withdraw			-			
5	Fund Collective Bargaining Agreement/ITWA	Withdraw			-			
6	Fund Collective Bargaining Agreement/Building Custodian/Trades Independent Association	Withdraw			-			
7	Accept c. 73 Tax Exemption Limits		Adopt	Adopt	Moe	Ken		
8	Appropriate for Property Tax Assistance		Adopt	Adopt	Matt	Rick		
9	Appropriate for Senior Corps		Adopt	Adopt	Matt	Ken		
10	Appropriate for Town-Owned Land Surveys		Adopt	Adopt	Moe	Tom		
11	Appropriate for Public Facilities Maintenance Program		Adopt	Adopt	John	John		
12	Appropriate for Time Clock System		Adopt	Adopt	Moe	Rick		
13	Appropriate for Long Range Plan		Adopt		John	Barry		
14	Appropriate for RTS Efficiency Study		Adopt	Adopt	John	Tom		
15	Appropriate for Water Meter Data Collection		Adopt	Adopt	John	Barry		
16	Appropriate the FY2019 Operating Budget		Adopt	Adopt	Dan/Kate	Dick		
17	Appropriate the FY2019 RTS Enterprise Fund Budget		Adopt	Adopt	John	Josh		
18	Appropriate the FY2019 Sewer Enterprise Fund Budget		Adopt	Adopt	John	Josh		
19	Appropriate the FY2019 Water Enterprise Fund Budget		Adopt	Adopt	John	Josh		
20	Amend General By-Law – Department Revolving Funds		Adopt	Adopt	John	Barry		

Status of Articles 4.17.2018

#	Article	Status	BOS Position	FC Position	BOS	FC	CPC	Planning
21	Set the Annual Department Revolving Spending Limit		Adopt	Adopt	John	Barry		
22	Authorization to Expend State Funds for Public Ways		Adopt	Adopt	Moe	Tom		
23	Amend Zoning By-Law – Neighborhood Business District				Matt	Carol		
24	Amend Zoning By-Law – Map Change to Neighborhood Business District				Matt	Carol		
25	Amend Zoning By-Law – Side and Rear Setbacks Adjoining Residential Districts				Moe	Carol		
26	Appropriate for Rosemary Lake Sediment Removal		Adopt	Adopt	Marianne (Dan)	Louise		
27	Appropriate for Rosemary Camp Property		Adopt	Adopt	Marianne (Dan)	Tom		
28	Appropriate for Emery Grover Feasibility		Adopt	Adopt	Marianne (Dan)	Barry		
29	Appropriate for Historic Database Project		Adopt	Adopt	Moe	Carol		
30	Appropriate for Memorial Park Building Construction			Adopt	Matt	John		
31	Appropriate to Community Preservation Fund		Adopt	Adopt	Moe	Tom		
32	Appropriate for General Fund Cash Capital		Adopt	Adopt	Marianne (Dan)	Dick		
33	Appropriate for Athletic Facility Improvements Design		Adopt	Adopt	Matt	Rick		
34	Appropriate for Public Works Infrastructure Program		Adopt	Adopt	Moe	Louise		
35	Appropriate for DPW Storage Facility		Adopt	Adopt	Matt	John		
36	Appropriate for RTS Enterprise Fund Cash Capital		Adopt	Adopt	John	Ken		
37	Appropriate for RTS Property Repairs		Adopt	Adopt	John	Louise		

TOWN OF NEEDHAM



2018 ANNUAL TOWN MEETING WARRANT

Election: Tuesday, April 10, 2018

Business meeting: Monday, May 7, 2018

7:30 P.M.

JAMES HUGH POWERS HALL, NEEDHAM TOWN HALL

1471 HIGHLAND AVENUE

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

**2018 Annual Town Meeting Warrant
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March 15, 2018

Fellow Town Meeting Members,

The Finance Committee is pleased to present its 107th Annual Report to Town Meeting and recommended operating budget for Fiscal Year 2019. Needham is currently in a position of fiscal strength. Several recent years of extraordinary growth have enabled the Town to reserve funds for several significant upcoming needs. Revenues continue to grow, albeit at a more moderate rate, due to new development and an expanded tax base. Budgetary expenses are increasing as well, but are carefully managed. As you will see, however, we urge caution, going forward.

The Town continues to make progress in implementing the Facilities Master Plan. The Rosemary Pool Complex is scheduled to open this summer. Construction of the new Sunita Williams Elementary School is well underway, looking to a fall 2019 opening. The designs for the new Public Safety headquarters and the renovation of Fire Station #2 are finishing up, as well as for the new Public Works storage facility. Construction is about to commence on the High School expansion project. This warrant seeks funding for construction of an upgraded Memorial Park Building, as well as for a feasibility study to determine the next step to address deficiencies at the School Administration's Emery Grover building.

The Town must continue its careful financial planning to be able to afford these significant projects, and the associated increases in operating costs while being mindful of the tax burden on residents. The Town is planning to expand services significantly to meet increased needs occasioned by new growth. The Town Administrators and the various boards and committees are working closely with the School Department to implement a new Full Day Kindergarten program and with the Public Safety departments to increase staffing in a way that meets the demands within budgetary constraints. The Town must also continue to maintain and update current facilities and services. The Finance Committee remains committed to addressing the growing needs of the Town without unduly burdening the taxpayers. The Town will need to take on additional debt to finance some of these projects, including debt exclusion financing that must be approved by the voters.

As we have noted previously, certain operating costs continue to outpace revenue growth, particularly health insurance costs and certain special education expenses. Both Town and School administrators have taken positive steps to restrain the growth of costs in these areas. The Town continues to consider myriad health insurance options for future years. The School Department continues to implement and expand "in-house" Special Education programs that meet the needs of students that might otherwise need to seek services outside of the district at a higher cost. The Finance Committee is confident that the recommended budget is reasonable and meets all critical needs of the Town, while exercising fiscal restraint and working to prepare for future expanding needs.

This letter has two sections. In the "Overview" section we take a macro look at the amounts available for General Fund appropriation as well as the main drivers of the proposed increase in the Operating Budget. This section of the letter closes with an expression of the Committee's

concerns looking forward. The second section of the letter looks at the changes in the individual segments of the Operating Budget.

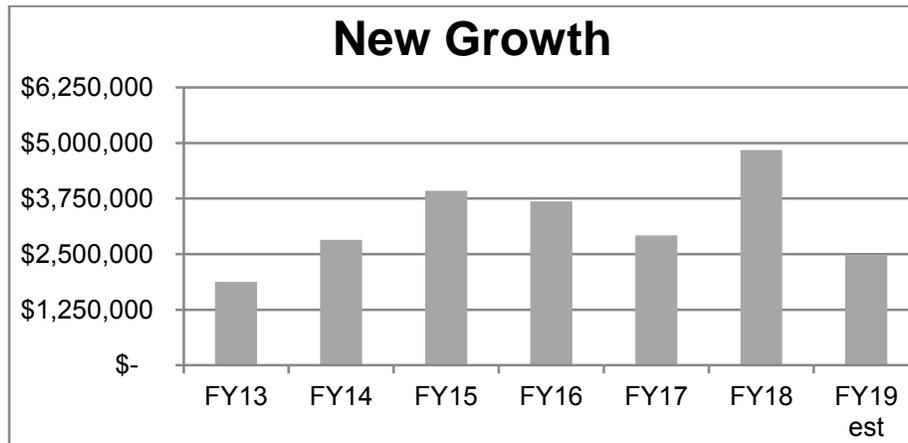
I. Budgetary Overview

A. Amount Available for General Fund Appropriation.

The amount available for General Fund Appropriation in the FY 2019 budget (\$180.1M) is \$11.2M, or 6.6%, greater than the corresponding amount available for the FY 2018 budget. The primary drivers of this growth are an increase of approximately \$9.0M in property taxes and a projected increase of \$1.1M in Free Cash. The components of the property tax increase are as follows:

Increase in Base over 2018 tax levy limit	\$1.3M
2 1/2% allowable increase	\$3.2M
New Growth	\$2.5M
Excluded debt	\$2.0M

New growth results primarily from increases in assessed property values due to new development in both the residential and commercial sectors. The latter element, which has been particularly strong in recent years (Tripadvisor, Homewood Suites, and NBC Universal) is, by its very nature, sporadic, and not something that can be expected to grow, year over year. The following chart shows, not only the variability in the levels of new growth, but shows that it has been declining, in absolute terms.



Thus 50% of the components of the growth in the amounts available for General Fund appropriation in FY 2019 (new growth and excluded debt) are not elements which should be relied upon for purposes of setting the Operating Budget. In fact, the property taxes collected for excluded debt are revenue neutral to the Town as they constitute a temporary increase in taxes which are raised only in the amount needed to finance a capital expenditure approved by a voter referendum.

B. Allocation of amounts available for General Fund Appropriation

Operating Budget	\$162.7M
Cash Capital (including individual articles)	\$10.4M
Financial warrant articles	\$1.0M
Transfer to Enterprise Funds (RTS and drains)	\$2.0M
<u>Reserve/stabilization funds</u>	<u>\$4.0M</u>
Total	\$180.1M

C. Operating Budget

The amount allocated to the Operating Budget (\$162.7M) is \$9.5M, or 6.2%, greater than the Operating Budget for FY2018. The primary drivers of this increase are:

Townwide Expenses	Up \$5.0M, or 10.7%
Education	Up \$2.9M, or 4.1%

The increase in Townwide expenses is largely attributable to Debt Service, which is up by \$2.3M, or 18.5%, and Employee Benefit costs, which include benefits and retirement plans for both current employees and retirees, and which are up by \$2.1M, or 8.0%. While the increase in Education is, on its face, a large number, it constitutes an increase of only 4.1%, significantly less than the 6.2% increase in the Operating Budget as a whole.

D. Finance Committee Perspective

The “wind has been at our backs” for several years now, driven both by a strengthening overall economy and by a very healthy local economy, spurred by and contributing to growth in property values. Notwithstanding this, we believe that it is imperative that Needham be diligent in controlling the growth in its Operating Budget. At this point in time, no one can predict the impact which the provisions of the new tax law limiting the deductibility of State and Local Taxes (SALT) will have on property values and on municipal finance. Moreover, it may act as a practical constraint on the Town’s ability to fully implement a 2 1/2% tax increase, year over year. In addition, it is not clear if changes in the federal budget could impact the ability of our state government to provide aid to the municipalities of the Commonwealth. The FY 2019 budget assumes that Needham will receive just under \$12M in state aid, or 6.6% of our total revenue. Needham also benefits from various federal grants and from contributions from private citizens. At the margin, a material change in these amounts of external revenue could be a significant constraint on our ability to grow the Operating Budget. Another factor to be considered in connection with the Operating Budget going forward is the major capital growth that we have experienced and which is contemplated in the capital plan. As noted earlier, the amount of debt service is growing. An expanded capital base may drive an increase in maintenance costs, and most certainly will require an increase in the stabilization funds which

we have established to cushion against future budget shocks. While the funding for various projects contemplated by our Capital Facilities Master Plan has not yet been proposed, let alone approved, the projected costs of such projects, if approved, would drive an increase in our Total Debt Service from \$18.1M for FY 2019 to \$23.8MM in FY 2023.

	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
Total Debt Service	\$15.8M	\$18.1M	\$20.5M	\$22.7M	\$23.9M	\$23.8M
Total Debt Service to Total Revenue	9.2%	10.0%	10.9%	11.5%	11.6%	11.2%
Total Debt Service to Total Revenue (less MSBA)	8.8%	9.7%	10.6%	11.2%	11.3%	10.9%
General Debt Service to General Revenue	3.0%	3.0%	3.4%	3.6%	3.3%	2.9%

The Town has benefitted from low interest rates and a strong demand for municipal bonds in recent years. It is not a given that these conditions will persist.

Given these factors, continued discipline is called for with respect to our Operating Budget. From a macro viewpoint, some 75% of the Operating Budget involves personnel costs, both compensation and benefits. (Another 10% is for debt service, leaving 15% for everything else.) Given that the Town is in a “service business,” this is not surprising. Moreover, we can assure Town Meeting that managing headcount is a major focus of Town government and the Finance Committee in the budget deliberations. Nonetheless, staffing additions continue, year over year, to meet certain needs. To that end, we encourage both the Town government and, more importantly, its citizenry, to be alert to and accepting of the potential for substituting delivery of services through technological rather than human sources.

II. Examination of Components of Proposed FY 2019 General Fund Operating Budget

This section addresses the details of the Finance Committee’s recommended General Fund operating budget for FY 2019. The total recommended operating budget for FY 2019 is \$162,720,589, an increase of \$9.5M, or 6.2%, over the current FY 2018 operating budget. Please note, for FY 2019 the Town has is diverting some incremental recurring funds from the operating budget into “one time” uses in order to have funds available for known future increases in operating needs, rather than commit those funds to an expansion of the current operating budget. This was also done in the FY 2018 budgeting process. These steps are being taken specifically to have funds to cover known upcoming operating needs and to avoid the need to seek an override under Proposition 2 1/2 that would create an additional tax burden on residents. The School Department plans to institute a full-day kindergarten program that will require an increase in the operating budget, likely in FY 2020. In addition, the Town plans to increase staffing in both the Police and Fire Departments to improve service and keep up with the additional pressure placed on these departments due to expanded development in Needham Crossing. We are recommending one additional Police Officer in the FY 2019 budget, and plan

to consider additional officers in upcoming years. The Fire Department plans to add an ambulance with additional staffing once the new facilities are available. The Finance Committee remains committed to the principle that each new position should be carefully deliberated before being added to the operating budget.

A. Townwide Expenses

Townwide expenses are costs that are incurred by the Town or that apply across many or all departments. Townwide expenses are increasing 10.7% in the FY 2019 budget recommendation. The primary driver of the increase is a significant increase in debt service payments. Other notable increases include OPEB, Retirement Assessments, and Classification, Performance and Settlements.

The Casual, Liability, Property and Self-Insurance line item accounts for the insurance coverage that the Town receives through the Massachusetts Inter-local Insurance Agency (MIIA) for buildings, vehicles, property damage, and liability, as well as a small contingency for non-covered claims. This line item is increasing by 3.4% in FY 2019, to cover premiums for the Town's growing inventory of facilities and equipment.

The Debt Service budget line is increasing significantly in FY 2019, on top of a large increase last year. Prior to that, Debt Service had decreased for three consecutive years. These fluctuations are due to the borrowing schedules for the Town's significant capital projects. This line item covers payments for outstanding debt obligations for excluded debt, Community Preservation Act debt, and debt within the levy. The FY 2019 Debt Service line is increasing by 18.5%, or over \$2.3 million. This substantial increase is primarily attributable to increased debt payments for the construction of the Sunita Williams elementary school. It does not include any new borrowing that may be approved at this Town Meeting.

The Employee Benefits line (known as Group Insurance, Employee Benefits and Administrative Costs) is increasing by 5.7%, or \$827,274. This line also increases when the Town increases staffing, and includes increases for added benefit eligible positions in FY 2019. The Employee Benefits budget assumes a 7.5% increase in health insurance premium costs for FY 2019. The Town continues to evaluate different options for health insurance in order to keep health premium increases as sustainable as possible. This line is expected to increase in the coming years as medical cost inflation continues to increase, and with the significant increases in staff that are planned for the start of full-day kindergarten in the School Department, and in both the Police and Fire Departments.

The Needham Electric Light and Gas Program covers the costs relating to electricity and natural gas usage, the costs of maintenance and repair of street lights, and the costs of producing solar electricity that is sold to the grid. This line has a small increase of 0.8%, or \$28,219, in FY 2019. This year's increase includes additional costs for the new Rosemary Pool Complex and the High School addition, which are being offset by a reduction in the cost of natural gas. Also, these costs are mitigated by revenue received from the solar electricity project which is generated both by lease payments for property use, and by the sale of electricity generated by the solar array.

In the FY 2019 budget, Retirement Assessments are increasing by 8.2%, or \$602,205. This line item covers pensions for retirees as well as unfunded pension liability. The Retirement Board

reduced the assumed rate of return for pension assets from 7.75% to 7.50% for FY 2019, following a similar reduction two years ago with respect to the Retiree Insurance and Insurance Liability Fund. These reductions parallel actions taken by many other private and municipal entities. Given the reduction in the assumed rate of return, the funding schedule in the most recent actuarial analysis requires these increases to the Town's annual contribution. Making these increased contributions now, avoids the need of making substantially greater contributions at a later date when the shortfall in investment return has become manifest. In this regard, the Town expects to make further reductions in the assumed rate of return on a gradual basis over the next several years, in order to avoid the possibility of a major funding gap in these accounts.

The Retiree Insurance and Insurance Liability Fund line is increasing by 12.9%, or \$791,250. The program, also known as "OPEB" (other post-employment benefits), funds benefits other than pensions, such as health insurance, that are provided to eligible retirees. As noted, the assumed rate of return for OPEB funds was reduced from 7.75% to 7.5% in the FY 2018 budget, which necessitated a budget increase to keep up with the funding schedule. The FY 2019 OPEB budget is based on a 2016 actuarial analysis that is currently being updated.

The Classification, Performance, and Settlements line item serves as a reserve for personnel-related needs during the fiscal year, including performance-based salary increases for managers, or increases resulting from new collective bargaining agreements. This line item is budgeted at \$527,090, approximately double the amount budgeted for FY2018. As of this writing, the collective bargaining agreements for the Needham Independent Public Employee Association/DPW, the Independent Town Workers' Association, and the Building Custodians and Trades Independent Association have not yet reached agreements with the Town for FY 2019. Therefore, the FY 2019 departmental budgets do not include funding for salary increases for positions covered by those the unions.

The Reserve Fund provides funds that may be used for extraordinary or unforeseen budget needs that arise during the fiscal year. In the past, the Reserve Fund has been used to fund expenses such as unexpected legal costs or costs associated with extraordinary snow and ice removal. This year the recommended Reserve Fund appropriation is \$1,859,891, an increase of 2.6% over the FY 2017 budget. The Finance Committee expects that this funding level is sufficient to protect the Town from budgetary overages, without tying up funds unnecessarily.

B. Municipal Departments (excluding Education)

The Municipal Departments category includes 18 different budgets encompassing operational departments, boards and committees, as well as the municipal parking program. This report groups the Municipal Departments by functions. It is important to note that these budget lines do not include salary or wage increases for employees whose positions are covered by the unions which have not yet reached agreements with the Town, specifically: the Needham Independent Public Employee Association/DPW, the Independent Town Workers' Association, and the Building Custodians and Trades Independent Association, primarily impacting the DPW and Enterprise Fund budgets. If any departments need additional funding for related salary increases in FY 2019, funds will be transferred from the Classification, Performance and Settlements line in Townwide Expenses.

General Government

The FY 2019 proposed budget for all General Government departments is 5.8% higher than the FY 2018 budget. The Board of Selectmen/Town Manager budget line item is increasing by 3.3%. This increase includes funding for the additional assessment protocols used in the hiring process for public safety employees. The budget includes the expenses for classification and compensation studies that were previously in a separate budget for the Personnel Board. The Town Clerk and Board of Registrar's budget is increasing by 13.3% due to election-related wages and expenses. In FY 2019 the Town will conduct three scheduled elections, including a federal election with early voting, compared to one scheduled election in FY 2018.

The Finance Department budget includes a 7.0% increase. This budget funds a new Administrative Analyst position which will assist with reconciliation work and help the department meet increasing demands from state and federal agencies, as well as Town departments, boards, and residents. The Finance Committee budget includes a 2.3% increase in salary and expenses. The Planning and Community Development budget is increasing by 2.6%, which includes funding for a part-time Recording Secretary position for the Conservation Commission. The Town Counsel's budget remains flat for FY 2019.

Public Safety

The Public Safety category, which includes the Police, Fire, and Building Departments, has a combined increase of 2.9% in the FY 2019 budget. The Police Department budget is increasing 3.0%. The Police Department capital expenses line is decreasing, since the vehicle replacement schedule included an additional vehicle in FY 2018. The Police Department FY 2019 budget salary line includes funding for an additional Police Officer to help address growing service needs. The department intends to establish a Community Support Officer position that will focus on sensitive cases that require follow-up with members of the community and thereby avoiding the need to take an officer off patrol. In accordance with a staffing study, the Police Department plans for one additional officer in FY 2020, and two additional officers in FY 2021.

The Fire Department budget is increasing by 2.9% in FY 2019, reflecting increases in salaries and expenses, and a decrease in capital expenses. The FY 2019 budget includes funding for additional equipment to improve mobile communications, as well as a new CPR assist device for use in ambulances. The budget does not include additional funding requested for expanding hours for community service work, as the requested budget should cover that work as needed. The Fire Department has reiterated that it expects to request a significant staffing increase when the new headquarters and Fire Station #2 are completed. As noted above, increases in staffing in both the Police and Fire Departments will affect not only the operating budgets of those departments, but will also increase costs of employee benefits in Townwide Expenses.

The FY 2019 budget for the Building Department is increasing 1.5%. The Finance Committee is recommending an increase in expenses to fund an electronic scanner for large building documents that will ultimately save space and make documents more easily accessible.

Public Facilities and Public Works

Since many of the functions historically performed by the Public Facilities Department have been transferred to the Department of Public Works (DPW), looking at these departments on a

consolidated basis gives the best picture of the overall increase in the operating costs of these departments. The total combined budget for the Public Facilities Department and the DPW is increasing by 3.7%. This increase does not reflect whatever wage increases may be agreed upon between the Town and the representatives of the Building Custodians and Trades Independent Association (BCIA) and the Needham Independent Public Employee Association (NIPEA)/DPW. As noted previously, provision for such increases are reflected in the Classification, Performance and Settlements line under Townwide Expenses.

The Public Facilities Design and Construction budget for FY 2019 appears as a 92.4% decrease compared to the FY 2018 budget. The FY 2018 budget included two divisions, Construction and Operations, under one Public Facilities umbrella. The FY 2019 budget retains only one of those divisions, called Public Facilities Design and Construction. Looking at just these design and construction costs, there is a slight decrease of 0.5% from FY 2018 to FY 2019. Notably, the Public Facilities Design and Construction budget includes the full salaries of Project Managers, which can often be charged, at least partially, to the budgets of the projects that they manage. Any remaining funds in the department budget at the end of the year are turned back to the Town. There had been a request to add an additional Project Manager position because of the multiple construction projects both currently under way and planned over the next several years. The Finance Committee viewed the need for this position as a temporary consideration, so is proposing that this position be funded for a two-year period through a separate warrant article, rather than through a staff increase in the Operating Budget.

The Public Facilities Operations division, with 49 FTEs performing building repairs and maintenance work, was shifted into the FY 2019 Department of Public Works budget as the new Building Maintenance Division, which includes some new positions. Because of this transfer, the FY 2019 budget for the Department of Public Works shows an increase of 115.4% compared to FY 2018. The FY 2019 budget for the DPW building repair and maintenance functions is increasing only 0.8% compared to those costs in the FY 2018 Public Facilities Operations division. That budget includes three additional staff: one tradesperson and two custodians to meet the increased workload with the new Rosemary Complex and the High School expansion. As mentioned, this low increase reflects the fact that there is not yet a settled agreement between the Town and the union representing custodians and trades workers. The remainder of the Public Works budget is increasing 7.8%, due to the addition of a Compliance Coordinator to manage regulatory requirements, as well as increased expenses for inspectional services, field and park maintenance and minor improvements, as well as additional street sweeping.

Community Services

The Community Services section of the budget constitutes only 2.7% of the overall operating budget, but the seven Community Service departments provide important services to residents and businesses throughout the community and receive substantial funding from fees, grants, and donations, as well as support from volunteer services. This group of budgets is increasing by 10.8% overall, driven mainly by the resumption of staffing costs for the new Rosemary Pool, costs which were suspended while the pool was closed for the summer in FY 2018.

The Health Department, Emergency Management Program, Council on the Aging, Youth Commission, and Veteran Services divisions all comprise the Health and Human Services (HHS) Department budget. The HHS budget is increasing 9.3% in FY 2019. The FY 2019 budget

includes the annual salary for the part-time Emergency Management Program Coordinator which had been funded on a two-year trial basis via a warrant article in 2016. There have been great improvements in emergency preparedness, and it is important that the position continue as a regular part of the operating budget. The position was not expanded to full-time, however, as there is a clear plan to continue the progress without the need to increase staffing levels. The Finance Committee is recommending a modest increase in expenses for the Emergency Management Program. The budget includes funding for a Recording Secretary for the Youth Commission and the Council on Aging, as there is no current position that is responsible for those that function. The requests for a Director of Public Health and an Administrative Analyst were not included in the FY 2019 budget as there was not sufficient need for the additional staff at this time. The HHS expense budget was increased to provide additional funding for certain Aging Services needs, including a space assessment at the Center at the Heights, and for additional mental health clinical services in Youth Services.

The Library budget is increasing 5.7% for FY 2019. The budget includes funding for additional hours for a Children's Librarian, a priority of the Library Trustees. Based on the high utilization by residents, funding for expanded Sunday hours for the Library was also included in the operating budget as part of an effort to gradually transition needs that are critical to the mission of the library to the operating budget rather than to continue to rely on external funding. Requests for additional expenses for a wireless internet service, book and DVD downloading subscriptions, and an online reference database, as well as the salary of a part-time position for packing and unpacking deliveries will continue to be funded through the State Aid account in FY 2019. A request for funding the salary of an additional Reference Librarian was deferred.

The Park and Recreation Department line is increasing by 35.0% in the FY 2019 budget, due to the staffing needed for the anticipated opening of the Rosemary Pool Complex in 2018. This increase follows a significant reduction in the FY 2018 budget due to the closing of the Rosemary Pool during the summer of 2017. The Park and Recreation Commission has reviewed the fee structure for the pool in an effort to increase revenue in light of increased operating expenses, and is considering the fees for the use of the rooms in the buildings. Expenses for the Park and Recreation Department are decreasing due to decreased maintenance costs for the new pool, and for playground surfacing and maintenance.

The Municipal Parking budget is increasing by 2.4% due to an increase in the contracted cost for lot maintenance. The budgets for the Commission on Disabilities, the Historical Commission and Memorial Park Trustees are level-funded for FY 2019.

C. Education

The recommended FY 2019 budget for public education, including the operating budget for the Needham Public Schools, and the Minuteman Regional School Assessment, budget is \$72,020,179, an increase of 4.1%. The Minuteman Regional High School's estimated assessment for FY 2019 is \$914,236. The assessment is increasing 13.4% in FY 2019 and is expected to continue to increase in the coming years as the Minuteman District has begun borrowing to fund new capital building project, the costs of which will be apportioned among member towns in accordance with the District Agreement.

The FY 2019 budget for the Needham Public Schools totals \$71,105,943 and represents almost 44% of the total operating budget. [Note: This figure does not include the costs of health insurance for School Department personnel, which are carried under Townwide Expenses.] The Finance Committee's recommended budget for the School Department in FY 2019 includes an increase of \$2,755,860, or 4.0%, and fully funds the School Committee's voted budget. For the second year, the School Department has moderated its budget increase in FY 2019 in order to allow the Town to set aside some recurring operating funds in preparation for the start of the full-day kindergarten program. In FY 2018, Town Meeting appropriated recurring funds attributable to new growth which came on stream that year to the Debt Service Stabilization Fund with the expectation that in a future year, this on-going revenue stream could be channeled back to the operating budget to help fund this new program. (The DSS Fund will also help fund a temporary bubble in debt service payments that the Town expects to see during the height of the payments for the capital projects in the facilities master plan.) The School Department and School Committee have indicated that it remains a top priority to be ready to fund the additional operating costs that will be needed to launch and sustain the long-planned full-day kindergarten program, expected in fall of 2019 (FY 2020.) The School Department budget also includes contractual increases needed to achieve level services for FY 2019, including additional staffing needed to address growth in enrollment and higher special education costs caused by both increasing needs and possible decreased outside funding. The FY 2019 budget also includes some modest improvements such as an additional bus to decrease the current wait-list, and adding a late bus from the High School to allow more students to access after school help and extra-curricular programs.

The Finance Committee commends the progress made to address escalating costs in transportation and special education. Several new programs have successfully strengthened and broadened special education programs, allowing more needs to be met within the district, which ultimately saves on out-of-district tuitions. The School Department convened a transportation study group to assess the costs of school transportation and recommend steps for containing costs without overburdening families who pay bus fees, while serving more students. This budget includes one additional yellow bus as recommended by the study group, deferring a second bus that may be needed to address the existing demand and alleviate the wait list. Next year, we expect to see a request for an additional \$1.5-\$2 million in School Department operating costs to fund the new full-day kindergarten program in addition to any increases that will be needed for contractual increases and other additional needs.

Closing Comments

The Finance Committee is confident that the FY 2019 budget recommendation reflects the priorities of the Town and provides the resources needed to maintain the same high level of Town wide services to local residents and businesses. The budget shows the fiscal restraint and careful planning needed to address not only the needs of FY 2019, but to prepare for upcoming demands. This will prove particularly important as the Town initiates a number of significant capital facilities projects which will require increases in both capital and operating costs. It is critical that the Town continues to carefully consider not only the benefit of each capital project, but also the effects on the Town's overall debt capacity, the long-term implications to the operating budget, and the burden on individual taxpayers. The Debt Service Stabilization Fund will help the Town manage its debt payments in the few years when the Town would otherwise

not be able to keep costs within the debt policy. The Town has used the DSS Fund as a repository for recurring funds from the revenue stream rather than committing those amounts to fund higher increases in the operating budgets for both the Town side and the Schools in FY 2018 and FY 2019. The Town plans to channel these recurring funds into the operating budget at the appropriate times to fund the significant increases in the operating budget that will be generated by the implementation of full-day kindergarten and to expand the staffing in the Fire and Police departments to meet growing needs attributable to the expansion at the Needham Crossing. The continually expanding residential, commercial and other development throughout Town has led to rising demands for increased services, but has also increased the fee revenue and the tax base. The Finance Committee looks forward to working closely with the other Town Boards and Committees as well as Town and School administrators during this process.

The Finance Committee appreciates the hard and excellent work of Town and School Administration, the Directors of Finance for the Town and Schools, and the department heads and managers who all worked closely with the Finance Committee throughout the budgeting process. The Finance Committee greatly values the creative and constructive approaches often presented to address competing operational needs. The Finance Committee would also like to recognize the residents who dedicate their time and effort to serving our community through elected and appointed positions. We could not accomplish our mission effectively without their generous assistance and support.

Finally, I would also like to thank each member of the Finance Committee for their dedication and meticulous work examining and prioritizing financial issues, balancing the budget, and reviewing the Town's capital plans and investments. It has been a privilege and a pleasure to serve with such dedicated and talented people as we strive to achieve the best for the Town and its residents.

Respectfully submitted on behalf of the Finance Committee,



Richard Reilly, Chair

Committee Members:

Barry J. Coffman, Vice Chair
John Connelly
Thomas M. Jacob
Kenneth J. Lavery
Joshua W. Levy

Richard Lunetta
Louise L.E. Miller
Carol Smith-Fachetti
Louise Mizgerd, Analyst

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**Summary of Revenue
FY2017 - FY2019
General Fund Only**

	FY2017	FY2018	FY2019
Local Estimated Receipts			
Local Excises and Other Tax Related Collections	\$7,858,428	\$6,360,000	\$6,807,500
Departmental Activities	\$7,294,164	\$3,768,000	\$4,115,000
Fines & Forfeits & Assessments	\$144,713	\$117,000	\$120,000
Investment Income	\$278,831	\$80,000	\$125,000
Medicaid	\$194,935	\$80,000	
Miscellaneous Revenue	\$14,771	\$10,500	\$10,500
Miscellaneous Non-recurring	<u>\$29,562</u>		
SUB-TOTAL	\$15,815,404	\$10,415,500	\$11,178,000
Property Taxes & State Aid			
Real & Personal Property Tax Levy	\$124,311,726	\$132,537,888	\$141,511,268
Cherry Sheet Revenue (State Aid)	<u>\$11,171,133</u>	<u>\$11,720,547</u>	<u>\$11,994,391</u>
SUB-TOTAL	\$135,482,859	\$144,258,435	\$153,505,659
Other Available Funds & Free Cash			
Undesignated Fund Balance (Free Cash)	\$6,190,372	\$11,387,990	\$13,298,378
Overlay Surplus	\$1,085,916	\$3,000,000	\$1,000,000
Reserved for Appropriation - Parking	\$70,000		
Transfer from other Articles	\$331,296	\$246,000	\$70,000
Transfer from Stabilization Funds		\$1,817,000	\$1,855,000
Reserved for Debt Exclusion Offset	<u>\$93,445</u>	<u>\$80,807</u>	<u>\$115,147</u>
SUB-TOTAL	\$7,771,029	\$16,531,797	\$16,338,525
Total General Fund Revenue	\$159,069,292	\$171,205,732	\$181,022,184
Adjustments to General Fund Revenue			
Enterprise & CPA Reimbursements	<u>\$1,831,746</u>	<u>\$1,954,577</u>	<u>\$1,461,494</u>
SUB-TOTAL	\$1,831,746	\$1,954,577	\$1,461,494
Total Revenue Available for General Fund Uses	\$160,901,038	\$173,160,309	\$182,483,678

Account Balances

Athletic Facility Improvement Fund	As of March 30, 2018	\$4,380,174
Capital Facility Fund	As of March 30, 2018	\$26,749
Capital Improvement Fund	As of March 30, 2018	\$742,357
Debt Service Stabilization Fund	As of March 30, 2018	\$2,049,510
Free Cash	As of March 30, 2018	\$13,518,622
Overlay Surplus	As of March 30, 2018	\$1,000,000
Sewer Enterprise Fund Retained Earnings	As of March 30, 2018	\$4,500,960
Solid Waste Enterprise Fund Retained Earnings	As of March 30, 2018	\$490,750
Stabilization Fund	As of March 30, 2018	\$4,088,903
Water Enterprise Fund Retained Earnings	As of March 30, 2018	\$5,368,805

2018 Annual Town Meeting Warrant

**Summary of Expenditures
FY2017 - FY2019
General Fund Only**

	Expended FY2017	Budgeted FY2018	Estimated FY2019
Town Wide Group	\$40,366,833	\$47,229,228	\$52,281,444
Department Budgets			
Board of Selectmen/Town Manager	\$850,897	\$994,152	\$1,027,225
Town Clerk/Board of Registrars	\$392,618	\$382,149	\$433,133
Town Counsel	\$432,152	\$329,442	\$329,442
Personnel Board	\$4,751	\$0	\$0
Finance Department	\$2,502,064	\$2,737,296	\$2,929,689
Finance Committee	\$35,601	\$37,879	\$38,768
Planning and Community Development	\$515,927	\$547,210	\$561,423
Police Department	\$5,965,655	\$6,617,576	\$6,815,401
Fire Department	\$7,305,421	\$7,935,850	\$8,164,583
Building Department	\$625,550	\$745,518	\$756,753
Minuteman Regional High School	\$766,061	\$806,252	\$914,236
Needham Public Schools	\$64,647,694	\$68,350,083	\$71,105,943
Department of Public Facilities	\$6,120,077	\$6,721,562	\$507,856
Department of Public Works	\$6,200,126	\$5,788,143	\$12,466,886
Municipal Parking Program	\$92,800	\$103,905	\$106,382
Health and Human Services Department	\$1,449,066	\$1,704,104	\$1,861,734
Commission on Disabilities	\$2,016	\$2,050	\$2,050
Historical Commission	\$0	\$1,050	\$1,050
Library	\$1,537,265	\$1,661,160	\$1,755,909
Park & Recreation	\$551,199	\$488,789	\$659,932
Memorial Park	\$562	\$750	\$750
Department Budget Total	\$99,997,502	\$105,954,920	\$110,439,145
Total Budget	\$140,364,335	\$153,184,148	\$162,720,589
Other Appropriations			
General Fund Cash Capital	\$3,031,117	\$9,326,467	\$11,155,289
Other Financial Warrant Articles	\$1,039,138	\$1,185,000	\$1,399,300
Transfers to Other Funds	\$3,566,605	\$5,251,164	\$4,046,541
Total Other Appropriations	\$7,636,860	\$15,762,631	\$16,601,130
Other Uses			
Other Amounts Required to be Provided	\$49,822	\$49,739	\$50,670
State & County Assessments	\$1,309,161	\$1,351,898	\$1,385,697
Provisions for Abatements & Exemptions	\$1,855,476	\$2,811,893	\$1,725,592
Total Other Uses	\$3,214,459	\$4,213,530	\$3,161,959
Total General Fund Expenses	\$151,215,654	\$173,160,309	\$182,483,678

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2018 Annual Town Meeting Warrant

Line #	Description	FY2017 Expended	FTE*	FY2018 Budget	FTE*	FY2019 Finance Committee Recommendation	FTE*	%
Townwide Expenses								
1	Casualty, Liability, Property & Self-Insurance Program	575,336		606,200		626,790		
2	Debt Service	11,148,800		12,573,958		14,904,503		
3	Group Health Insurance, Employee Benefits & Administrative Costs	12,743,918		14,429,197		15,256,471		
4	Needham Electric, Light & Gas Program	3,085,324		3,558,040		3,586,259		
5	Retiree Insurance & Insurance Liability Fund	5,568,923		6,115,455		6,906,705		
6	Retirement Assessments	6,610,442		7,332,277		7,934,482		
7	Workers Compensation	634,090		656,283		679,253		
8	Classification Performance & Settlements	Transfers Only		145,218		527,090		
9	Reserve Fund	Transfers Only		1,812,600		1,859,891		
Townwide Expense Total		40,366,833		47,229,228		52,281,444	0	10.7%
Board of Selectmen and the Office of the Town Manager								
10A	Salary & Wages	746,542	8.0	856,073	9.0	875,526	9.0	
10B	Expenses	104,355		138,079		151,699		
Total		850,897	8.0	994,152	9.0	1,027,225	9.0	
Town Clerk and Board of Registrars								
11A	Salary & Wages	351,599	4.0	333,734	4.0	373,098	4.0	
11B	Expenses	41,020		48,415		60,035		
Total		392,618	4.0	382,149	4.0	433,133	4.0	
Town Counsel								
12A	Salary & Wages	75,140		75,442		75,442		
12B	Expenses	357,012		254,000		254,000		
Total		432,152		329,442		329,442		-
Personnel Board								
13A	Salary & Wages							
13B	Expenses	4,751						
Total		4,751		0		0		-
Finance Department								
14A	Salary & Wages	1,674,348	22.6	1,833,197	22.6	1,905,197	23.6	
14B	Expenses	759,692		835,624		949,492		
14C	Capital	68,025		68,475		75,000		
Total		2,502,064	22.6	2,737,296	22.6	2,929,689	23.6	
Finance Committee								
15A	Salary & Wages	35,092	0.5	36,629	0.5	37,448	0.5	
15B	Expenses	510		1,250		1,320		
Total		35,601	0.5	37,879	0.5	38,768	0.5	

2018 Annual Town Meeting Warrant

Planning and Community Development

16A	Salary & Wages	490,034	6.2	517,082	6.2	529,523	6.2
16B	Expenses	25,893		30,128		31,900	
	Total	515,927	6.2	547,210	6.2	561,423	6.2

General Government	4,734,010	41.3	5,028,128	42.3	5,319,680	43.3	5.8%
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Police Department

17A	Salary & Wages	5,486,085	59.0	6,139,368	59.0	6,350,537	60.0
17B	Expenses	261,490		304,090		311,290	
17C	Capital	218,079		174,118		153,574	
	Total	5,965,655	59.0	6,617,576	59.0	6,815,401	60.0

Fire Department

18A	Salary & Wages	6,962,163	71.0	7,552,956	71.0	7,763,983	71.0
18B	Expenses	319,557		352,248		376,822	
18C	Capital	23,701		30,646		23,778	
	Total	7,305,421	71.0	7,935,850	71.0	8,164,583	71.0

Building Department

19A	Salary & Wages	592,672	9.8	694,478	9.8	701,713	9.8
19B	Expenses	32,878		51,040		55,040	
	Total	625,550	9.8	745,518	9.8	756,753	9.8

Public Safety	13,896,626	139.8	15,298,944	139.8	15,736,737	140.8	2.9%
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Minuteman Regional High School Assessment

20	Assessment	766,061		806,252		914,236	
	Total	766,061	-	806,252	-	914,236	-

Needham Public Schools

21	Needham Public School Budget	64,647,694	724.1	68,350,083	739.4	71,105,943	749.3
	Total	64,647,694	724.1	68,350,083	739.4	71,105,943	749.3

Education	65,413,755	724.1	69,156,335	739.4	72,020,179	749.3	4.1%
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Public Facilities Design & Construction

22A	Salary & Wages	3,658,148	58.0	3,974,832	58.0	488,361	5.0
22B	Expenses	2,461,929		2,746,730		19,495	
	Total	6,120,077	58.0	6,721,562	58.0	507,856	5.0

Department of Public Works

23A	Salary & Wages	3,532,132	49.0	3,736,572	49.0	7,482,721	106.0
23B	Expenses	1,625,599		1,597,235		4,537,940	
23C	Capital	38,026		42,216		29,993	
23D	Snow and Ice	1,004,369		412,120		416,232	
	Total	6,200,126	49.0	5,788,143	49.0	12,466,886	106.0

Public Facilities and Public Works	12,320,203	107.0	12,509,705	107.0	12,974,742	111.0	3.7%
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Municipal Parking Program

24	Program	92,800		103,905		106,382	
	Total	92,800	-	103,905	-	106,382	-

Health and Human Services Department

25A	Salary & Wages	1,194,266	15.7	1,401,261	16.5	1,519,748	17.5
25B	Expenses	254,800		302,843		341,986	
	Total	1,449,066	15.7	1,704,104	16.5	1,861,734	17.5

2018 Annual Town Meeting Warrant

Commission on Disabilities

26A	Salary & Wages	1,500		1,500		1,500	
26B	Expenses	516		550		550	
	Total	2,016	-	2,050	-	2,050	-

Historical Commission

27A	Salary & Wages						
27B	Expenses	0		1,050		1,050	
	Total	0	-	1,050	-	1,050	-

Needham Public Library

28A	Salary & Wages	1,209,273	13.0	1,312,846	14.0	1,397,232	15.0
28B	Expenses	327,992		348,314		358,677	
	Total	1,537,265	13.0	1,661,160	14.0	1,755,909	15.0

Park and Recreation Department

29A	Salary & Wages	449,882	4.0	391,972	4.0	575,332	4.0
29B	Expenses	101,318		96,817		84,600	
	Total	551,199	4.0	488,789	4.0	659,932	4.0

Memorial Park

30A	Salary & Wages						
30B	Expenses	562		750		750	
	Total	562	-	750	-	750	-

Community Services	3,632,908	32.7	3,961,808	34.5	4,387,807	36.5	10.8%
Department Budget Total	99,997,501	1,044.9	105,954,920	1,063.0	110,439,145	1,080.9	4.2%
Total Operating Budget	140,364,335		153,184,148		162,720,589		6.2%

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**WARRANT FOR THE ANNUAL TOWN MEETING
TUESDAY, APRIL 10, 2018
TOWN OF NEEDHAM
COMMONWEALTH OF MASSACHUSETTS**

Norfolk, ss.

To either of the constables in the Town of Needham in said County. Greetings:

In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn the Inhabitants of the Town of Needham qualified to vote in elections and in Town Affairs to meet in their respective voting places in said Town namely:

Precinct A	-	The Center at the Heights
Precinct B	-	The Center at the Heights
Precinct C	-	Newman School - Gymnasium
Precinct D	-	Newman School - Gymnasium
Precinct E	-	Broadmeadow School - Performance Center
Precinct F	-	Needham High School – Gymnasium
Precinct G	-	Needham High School – Gymnasium
Precinct H	-	Broadmeadow School - Performance Center
Precinct I	-	William Mitchell School - Gymnasium
Precinct J	-	William Mitchell School - Gymnasium

on TUESDAY, TENTH DAY OF APRIL, 2018

from seven o'clock in the forenoon until eight o'clock in the afternoon, then and there to act upon the following articles, viz:

ARTICLE 1: ANNUAL TOWN ELECTION

To choose by ballot the following Town Officers:

- Two Selectmen for Three Years;
- One Assessor for Three Years;
- Two Members of School Committee for Three Years;
- One Trustee of Memorial Park (trustee of soldiers' memorials – veteran) for Three Years;
- One Trustee of Memorial Park (trustee of soldiers' memorials – non-veteran) for Three Years;
- Two Trustees of Needham Public Library for Three Years;
- One Member of Board of Health for Three Years;
- One Member of Planning Board for Five Years;
- One Member of Needham Housing Authority for Five Years;
- One Commissioner of Trust Funds for Three Years;
- Two Members of Park and Recreation Commission for Three Years;

- Eight Town Meeting Members from Precinct A for Three Years;
- Eight Town Meeting Members from Precinct B for Three Years;
- Eight Town Meeting Members from Precinct C for Three Years;
- Eight Town Meeting Members from Precinct D for Three Years;
- One Town Meeting Member from Precinct D for Two Years;

Eight Town Meeting Members from Precinct E for Three Years;
One Town Meeting Member from Precinct E for One Year;
Eight Town Meeting Members from Precinct F for Three Years;
Eight Town Meeting Members from Precinct G for Three Years;
One Town Meeting Member from Precinct G for One Year;
Eight Town Meeting Members from Precinct H for Three Years;
Eight Town Meeting Members from Precinct I for Three Years;
One Town Meeting Member from Precinct I for Two Years;
Eight Town Meeting Members from Precinct J for Three Years.

and you are also required to notify the qualified Town Meeting Members of the Town of Needham to meet in the Needham Town Hall on Monday May 7, 2018 at 7:30 p.m. in the afternoon, then and there to act upon the following articles:

Warrant for the Annual Town Meeting

Monday, May 7, 2018 at 7:30 p.m. at Needham Town Hall

ARTICLE 2: COMMITTEE AND OFFICER REPORTS

To hear and act on the reports of Town Officers and Committees.

HUMAN RESOURCE ARTICLES

ARTICLE 3: ESTABLISH ELECTED OFFICIALS' SALARIES

To see if the Town will vote to fix the compensation of the following elected officers of the Town as of July 1, 2018, as required by Massachusetts General Laws, Chapter 41, and Section 108:

Town Clerk	\$84,197
Town Clerk with 6 years of service in that position	\$102,622
Selectmen, Chairman	\$1,800
Selectman, Others	\$1,500

- (1) In addition, such compensation shall also include payment of longevity in the amount of \$7,184, the accumulation of 15 days of non-occupational sick leave per fiscal year, and payment for 25% of unused sick leave at the time of retirement from Town Service in accordance with M.G.L. c. 32 or sooner, in an amount not to exceed \$60,105. The annual salary of \$102,622 includes compensation for five weeks of vacation leave, any unused portion of which will be paid at the time of separation from Town service in an amount not to exceed \$10,558. No later than the time of separation from Town service, the Town Clerk shall also be paid for seven (7) weeks of accrued, unused vacation time in an amount not to exceed \$14,782; or take any other action relative thereto.

INSERTED BY: Personnel Board

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

PERSONNEL BOARD RECOMMENDS THAT: Recommendation to be Made at Town Meeting

Article Information: In accordance with Massachusetts General Law Chapter 41, Section 108, the Town must annually vote to set the salary and compensation for any elected Town officials who receive compensation. The Town Clerk salary has been separated into two categories, newly elected Town Clerk, and Town Clerk with at least six years of service. This is done because Town elections are held in April and Town Meeting would not have a chance to vote on the salary of a newly elected Clerk until after the incumbent had been receiving a higher rate of pay for several months. It has been the practice of the Personnel Board to provide the Town Clerk, the only full-time elected official, with benefits close to that of other full-time employees. Payment for longevity, as well as buy-back of sick leave and vacation no later than the time of separation from Town service, is included in the recommended salary and compensation article. This article also includes provision for a one-time distribution of accumulated and unused vacation leave as of June 30, 2000; such payment to be made no later than the time of separation from Town service.

The annual stipends for the members of the Board of Selectmen have remained unchanged since 1977.

ARTICLE 4: FUND COLLECTIVE BARGAINING AGREEMENT – NEEDHAM INDEPENDENT PUBLIC EMPLOYEE ASSOCIATION/DPW

To see if the Town will vote to approve the funding of a collective bargaining agreement between the Town and the Needham Independent Public Employee Association, and to appropriate a sum of money to defray the cost of salary and wages provided for under the agreement for fiscal year 2019; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

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

PERSONNEL BOARD RECOMMENDS THAT: Recommendation to be Made at Town Meeting

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

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

To see if the Town will vote to approve the funding of a collective bargaining agreement between the Town and the Independent Town Workers' Association, and to appropriate a sum of money to defray the cost of salary and wages provided for under the agreement for fiscal year 2019; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

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

PERSONNEL BOARD RECOMMENDS THAT: Recommendation to be Made at Town Meeting

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

ARTICLE 6: FUND COLLECTIVE BARGAINING AGREEMENT – BUILDING CUSTODIAN/TRADES INDEPENDENT ASSOCIATION

To see if the Town will vote to approve the funding of a collective bargaining agreement between the Town and the Building Custodian/Trades Independent Association, and to appropriate a sum of money to defray the cost of salary and wages provided for under the agreement for fiscal year 2019; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

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

PERSONNEL BOARD RECOMMENDS THAT: Recommendation to be Made at Town Meeting

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

FINANCE ARTICLES

ARTICLE 7: ACCEPT CHAPTER 73, SECTION 4 OF THE ACTS OF 1986

To see if the Town will vote to accept, for fiscal year 2019, the provisions of Section 4 of Chapter 73 of the Acts of 1986, as amended by Chapter 126 of the Acts of 1988, which amends Massachusetts General Law Chapter 59 relative to real estate property tax exemptions, and approve an increase in the amount of 100% for each eligible exemption; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: Acceptance of Section 4 of Chapter 73 of the Acts of 1986, as amended by Chapter 126 of the Acts of 1988, permits the Town to grant an additional exemption to certain taxpayers who are surviving spouses, surviving minors of deceased parents, persons over the age of 70, certain veterans and disabled veterans and their surviving spouses, parents of veterans who died in wartime service and blind individuals, and who qualify for an exemption under any one of the following clauses of Massachusetts General Law Chapter 59, Section 5: Clauses 17, 17C, 22, 22A, 22B, 22C, 22D, 22E, 37, 37A, 41, 41B, 41C, 42 or 43. The additional exemption shall be uniform for all exemptions but shall not exceed one hundred percent of a taxpayer's original exemption. No taxpayer may pay less tax than paid in the preceding year, except through the application of Massachusetts General Law, Chapter 58, Section 8A or Massachusetts General Law Chapter 59, Section 5, clause 18. The taxable valuation of the taxpayer's property shall not be less than ten percent of its fair cash value. Town Meeting must approve the additional exemption on an annual basis. In fiscal year 2018, the cumulative increase above the statutory limit was 100%.

ARTICLE 8: APPROPRIATE FOR NEEDHAM PROPERTY TAX ASSISTANCE PROGRAM

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$25,000 for the purpose of funding the Needham Property Tax Assistance Program, to be spent under the direction of the Town Manager, said sum to be transferred from Overlay Surplus; or take any other action relative thereto.

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

Article Information: The 2009 Annual Town Meeting voted to establish a Property Tax Assistance Program. The goal of the Board of Selectmen is to set a target annual appropriation for the fund equal to the amount of private contributions to the Town's statutory voluntary tax relief program during the preceding fiscal year, up to a maximum appropriation of \$25,000 (2008 dollars). The Board of Selectmen voted to recommend a higher amount for fiscal year 2019. The voluntary fund received \$14,044 in fiscal year 2017.

ARTICLE 9: APPROPRIATE FOR SENIOR CORPS

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$15,000 for the purpose of funding the Senior Corps program, to be spent under the direction of the Town Manager, said sum to be transferred from Overlay Surplus; or take any other action relative thereto.

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

Article Information: The Senior Corps is a program whereby qualified elderly and disabled property owners may work up to 100 hours for the Town. In turn, the individuals are paid up to \$1,100 per year, which is applied to their property tax bills.

ARTICLE 10: APPROPRIATE FOR TOWN-OWNED LAND SURVEYS

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$100,000 for survey of Town-owned lands, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be raised from the Tax Levy; or take any other action relative thereto.

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

Article Information: The Town has acquired land over the years that has never been surveyed. In recent years, when the Town has begun the design process for construction on such parcels, survey data has been unavailable or incorrect, resulting in delays and added cost to projects. This funding would allow the Town to conduct land surveys, including title research, field work, analysis, installation of bounds or markers, drafting work, and recording of the completed plan. The Town-owned survey project will be a multi-year program. Key priorities for future surveys include the Nike Site, Claxton Field, Mitchell School, Pollard School, the Emery Grover Building, the boat launch, Cricket Field, the Daly Building, Walker Gordon Field, Mills Field, Cooks Bridge Sewer Station, and the Stephen Palmer Building.

ARTICLE 11: APPROPRIATE FOR PUBLIC FACILITIES MAINTENANCE PROGRAM

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$625,000 for the purpose of funding the Public Facilities Maintenance Program, said sum to be spent under the direction of the

Town Manager, and to meet this appropriation that said sum be transferred from Overlay Surplus; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: This warrant article will fund the annual and necessary maintenance of public buildings throughout the Town and School Department, including, but not limited to, asbestos abatement, duct cleaning, painting, and other repairs and necessary upgrades. Unless circumstances require otherwise, the FY2019 program will fund duct cleaning at the High Rock and Mitchell Schools, PSAB, and CATH, wood floor refinishing at the Pollard, High School, Mitchell, Hillside, Broadmeadow, Newman, and Eliot Schools and Town Hall, carpet replacement in the media center at the Pollard School, asbestos abatement at the DPW garage, an evaluation of the pipes at the Public Safety Building, and splitting the chimney at the roof at the Eliot and High Rock Schools. At the Broadmeadow School, it will fund a hot water heater replacement and an acoustical treatment in the gym. At the Mitchell School, it will fund electrical upgrades, an office reconfiguration, painting of the ceiling tiles, refinishing of the wood trim and doors, rekeying the building, replacing the base trim, and providing acoustical insulation in the attic.

ARTICLE 12: APPROPRIATE FOR TIME CLOCK SYSTEM

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$81,000 for the purpose of funding a time clock system, said sum to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

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

Article Information: The Town seeks to implement a time clock system to track the work hours of DPW staff. Currently, work hours are tracked manually. This system will integrate with the Town's financial software to facilitate the processing of payroll. It will allow staff to "punch-in" at the beginning and the end of their shifts to ensure that payroll records are accurate and to resolve discrepancies currently found in the paper system. The new system will reduce the current double entry system, whereby the division generates a manual time card and then this time card is entered into the payroll system.

ARTICLE 13: APPROPRIATE FOR LONG RANGE PLAN

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$50,000 for the purpose of funding consulting assistance for a long range plan, said sum to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be raised from the Tax Levy; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

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

Article Information: Long range planning is an organized way to determine community needs and to set a series of goals to meet those needs. Needham has experienced an extraordinary amount of growth over the last decade. Each of these projects has been sized on its own to determine the impact and mitigation needed for town infrastructure. This funding will allow the Town to engage a consultant to provide data

for boards, committees, and commissions to use in understanding the impact of population growth, demographic changes and economic development on aspects such as traffic and circulation, housing and residential development, historic and cultural resources areas, natural resources and open space, schools, and public facilities and services. The funding will permit us to look at the studies for various projects and to fill in the gaps between those studies in order to create a holistic picture of the town's growth. This information will be used in goal and priority setting across the Town. It will also be used to understand the opportunity for further growth and development.

ARTICLE 14: **APPROPRIATE FOR RTS EFFICIENCY STUDY**

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$100,000 for the purpose of funding an RTS efficiency study, said sum to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The Department of Public Works has proposed a review of the day-to-day operations of the RTS to identify efficiencies and develop a master plan based on the findings. The efficiency study will include a review of all aspects of the RTS operation (recycling, municipal solid waste, composting, materials processing, and the closed landfill) as they relate to site operations, a review of site layout, traffic patterns, identifiable safety concerns, an evaluation of operating and maintenance, disposal, and transportation costs, a review of current staffing and equipment levels and evaluation of future needs, and a review of Municipal Solid Waste (MSW) and recycling handling practices and their impact on existing infrastructure. The recommendations included in the efficiency study report will inform the mastering planning process for RTS facility improvements.

ARTICLE 15: **APPROPRIATE FOR WATER METER DATA COLLECTION**

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$220,000 for the purpose of funding a water meter data collection system, said sum to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Water Enterprise Fund Retained Earnings; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The Department of Public Works has developed a plan to convert all water meters in Town to meter interface units (MIU) that can be read remotely with a remote data collection tool. There are 660 domestic and irrigation water meters in Town that have touch pads for reading the meter. In order to collect readings from these types of meters, Town staff must record the reading from the water meter and input the data into a hand-held device. Through this process, more time is spent in the field reading water meters and the readings are subject to human error. The MIUs will allow the meters to be read remotely from a Town vehicle, reducing reading time in the field and improving accuracy. The data from the MIU is transmitted by radio frequency to the mobile data collector tool.

ARTICLE 16: APPROPRIATE THE FY2019 OPERATING BUDGET

To see what sums of money the Town will vote to raise, appropriate, and/or transfer for the necessary Town expenses and charges, and further that the operating budget be partially funded by a transfer from Free Cash in the amount of \$2,506,298, from Overlay Surplus in the amount of \$335,000, from amounts Reserved for Debt Exclusion Offsets in the amount of \$115,147, and \$441,494 to be raised from CPA receipts; and further that the Town Manager is authorized to make transfers from line item 8 to the appropriate line items in order to fund the classification and compensation plan approved in accordance with the provisions of Section 20B(5) of the Town Charter, and to fund collective bargaining agreements approved by vote of Town Meeting; and further that the Town Manager is authorized to expend from line item 5 in order to meet expenses for post-employment health and life insurance benefits for eligible retirees from the fund established for that purpose; or take any other action relative thereto.

INSERTED BY: Finance Committee
 FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted as shown on pages: 17-19

ARTICLE 17: APPROPRIATE THE FY2019 RTS ENTERPRISE FUND BUDGET

To see if the Town will vote to raise and/or transfer and appropriate the following sums of money to operate the Solid Waste and Recycling Division of the Department of Public Works during fiscal year 2019, under the provisions of M.G.L. Chapter 44, Section 53F ½:

RTS Enterprise
FY2019

Line #	Description	FY2017		FY2018		FY2019		Town Meeting Amendments
		Expended	FTE	Current Budget	FTE	Recommended	FTE	
101A	Salary & Wages	\$757,996	10.0	\$796,656	10.0	\$801,914	10.0	
101B	Expenses	\$1,226,853		\$1,369,612		\$1,496,979		
101C	Operating Capital	\$96,250		\$91,500		\$91,500		
101D	Debt Service	\$149,784		\$150,000		\$150,000		
102	Reserve Fund	Transfers Only		\$25,000		\$25,000		
TOTAL		\$2,230,883	10.0	\$2,432,768	10.0	\$2,565,393	10.0	
FY2019 Budget Percentage Change from FY2018 Budget							5.5%	

and to meet this appropriation that \$940,000 be raised from RTS Enterprise Fund receipts, that \$1,520,000 be raised from the Tax Levy and transferred to the Enterprise Fund, and that \$105,393 be transferred from RTS Enterprise Fund Retained Earnings; or take any other action relative thereto.

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

Article Information: The Town of Needham provides residents with recycling and waste disposal services at the Town’s Recycling Center and Transfer Station (RTS). The RTS is a residential drop-off facility with a pay-per-throw program. To use the RTS, residents must obtain a special sticker which is affixed to the windshield of the vehicle transporting recycling and/or trash into the RTS. Residents may purchase special bags for their non-recyclable trash disposal or may haul trash into the center and have it weighed before disposing, paying a fee. These fees combined cover some of the costs for operating the RTS. The RTS is one of the most utilized facilities within the Town - approximately 75% of Needham residents directly utilize the facility. The majority of the remaining 25% of Needham residents utilize the RTS through subscription hauler services. The RTS also provides disposal and recycling services for

many Town departments along with material processing and snow dump services for the Department of Public Works. Additionally, the RTS provides a variety of other specialty recycling options for residents such as books, clothing, and many others.

FY2019 will be the fifth year with the funding model for the Recycling and Transfer Station Enterprise, which includes a significantly higher contribution from the General Fund to offset the loss of revenue collected through the annual sticker fee that was previously paid by residents. This payment, along with pay-per-throw bags and other rubbish disposal fees and miscellaneous revenue, provides the funds to support and operate the center. The General Fund contribution of \$1,520,000 for FY2019 is \$57,500 more than the current year. This is a trend that is anticipated to continue into the future, which is one of the primary reasons that there is a recommendation to dissolve the enterprise fund effective for FY2020, addressed under a separate warrant article for this Town Meeting.

The recommended operating budget for FY2019 is \$2,565,393 or \$132,625 (5.5%) more than the FY2018 budget. The \$5,258 (0.7%) change in salary and wages line reflects step and longevity increases for department personnel. The collective bargaining agreement with the NIPEA union expires on June 30, 2018. A successor agreement with the union had not been reached; any funding that may be required as a result of an agreement will be addressed at a subsequent town meeting. The RTS has ten full-time employees, of whom eight are members of the NIPEA union.

The \$127,367 (9.3%) increase in the expense line is driven by the costs for the disposal of solid waste and the “upside-down” change with the recycling market which now has the Town paying to have many recyclable items removed from Town rather than being paid for the items. Overall the cost in processing recyclables accounts for more than \$110,000 of the total increase. However, recycling is still less expensive than outright disposal. Another increasing expense is with the maintenance and repair of equipment and the facility which is \$12,100 more for FY2019 over FY2018, an increase of 17.5%.

The operating capital line is level funded at \$91,500 for FY2019. The funds are proposed to be used to replace an open top trailer and roll-off containers. The open top trailer is used to haul trash to the waste to energy plant in Millbury. The roll-off containers are used by residents to drop off trash and recycling; these are part of an annual replacement schedule. Debt service is level funded at \$150,000, and supports the debt capacity requirements to continue the current RTS operations. The reserve fund is level dollar as well for FY2019.

The RTS also reimburses the General Fund for costs incurred and paid by the general fund budgets, e.g., employee benefits, property and casualty insurance, financial and billing expenses, and other administrative and operational support costs.

ARTICLE 18: APPROPRIATE THE FY2019 SEWER ENTERPRISE FUND BUDGET

To see if the Town will vote to raise and/or transfer and appropriate the following sums of money to operate the Sewer Division of the Department of Public Works during fiscal year 2019, under the provisions of M.G.L. Chapter 44, Section 53F ½:

2018 Annual Town Meeting Warrant

Sewer Enterprise
FY2019

Line #	Description	FY2017		FY2018		FY2019		Town Meeting Amendments
		Expended	FTE	Current Budget	FTE	Recommended	FTE	
201A	Salary & Wages	\$997,868	12.0	\$958,976	11.0	\$961,327	11.0	
201B	Expenses	\$350,248		\$431,060		\$439,727		
201C	Capital Outlay	\$40,986		\$50,000		\$50,000		
201D	MWRA Assessment	\$5,683,915		\$5,889,796		\$6,227,150		
201E	Debt Service	\$1,044,704		\$1,500,000		\$1,500,000		
202	Reserve Fund	Transfers Only		\$35,000		\$35,000		
TOTAL		\$8,117,721	12.0	\$8,864,832	11.0	\$9,213,204	11.0	
FY2019 Budget Percentage Change from FY2018 Budget							3.9%	

and to meet this appropriation that \$8,458,454 be raised from Sewer Enterprise Fund receipts, that \$504,750 be raised from the Tax Levy and transferred to the Sewer Enterprise Fund, and that \$250,000 be transferred from Sewer Enterprise Fund Retained Earnings; or take any other action relative thereto.

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

Article Information: This article funds the operation of the Town's sanitary sewer system. The Town's sewage collection system consists of more than 144 miles of collector and interceptor sewers, 3,958 sewer manholes, and nine sewer pump stations. The Town's sewer system is a collection system that discharges its wastewater to the Massachusetts Water Resources Authority (MWRA) system for treatment. Approximately 65% of the Town's sewer collection system is a gravity-only system, and 35% of the sewer system is pumped into the gravity system. Needham has two principal points of discharge into the MWRA system and nine other public locations where subdivisions discharge to the MWRA system. Personnel maintain and operate 22 sewer pumps, motors, switchgear, gates, valves, buildings, and grounds contained in nine pumping facilities located throughout town.

The Division also oversees the collection and transportation of Stormwater (drains program) originating from rain and snow storms for discharge into streams, brooks, rivers, ponds, lakes, flood plains and wetlands throughout Town. Stormwater and associated discharges are now considered by the Federal government as potentially contaminated, and have come under increasingly severe discharge performance standards. The intention is to reduce or eliminate contaminants contained in the flow washed from ground surfaces considered to be harmful to the environment. The Town's drainage infrastructure consists of over 144 miles of drains and 4,312 catch basins.

The Sewer Enterprise Fund budget includes the costs of the drains program because the daily work is performed by Enterprise Fund staff. However, the costs not associated with sewer operations are funded by taxation and not by sewer use fees. The table below provides a breakout between the sewer operations and the drains program to compare the budget change in the two operations from the current year.

2018 Annual Town Meeting Warrant

Budget Line	FY2019 Sewer Operations	FY2019 Drains Program	FY2019 Recommended Budget	FY2018 Sewer Operations	FY2018 Drains Program	Current FY2018 Sewer Budget
Salary & Wages	\$617,991	\$343,336	\$961,327	\$625,189	\$333,787	\$958,976
Expenses	\$278,313	\$161,414	\$439,727	\$273,098	\$157,962	\$431,060
Capital Outlay	\$50,000	\$0	\$50,000	\$50,000	\$0	\$50,000
MWRA Assessment	\$6,227,150	\$0	\$6,227,150	\$5,889,796	\$0	\$5,889,796
Debt Service	\$1,500,000	\$0	\$1,500,000	\$1,500,000	\$0	\$1,500,000
Reserve Fund	\$35,000	\$0	\$35,000	\$35,000	\$0	\$35,000
Total	\$8,708,454	\$504,750	\$9,213,204	\$8,373,083	\$491,749	\$8,864,832
	FY2019 Sewer Operations \$ Change	FY2019 Drains Operations \$ Change	FY2019 Sewer Enterprise \$ Change	FY2019 Sewer Operations % Change	FY2019 Drains Operations % Change	FY2019 Sewer Enterprise % Change
Salary & Wages	-\$7,198	\$9,549	\$2,351	-1.2%	2.9%	0.2%
Expenses	\$5,215	\$3,452	\$8,667	1.9%	2.2%	2.0%
Capital Outlay	\$0	\$0	\$0	0.0%		0.0%
MWRA Assessment	\$337,354	\$0	\$337,354	5.7%		5.7%
Debt Service	\$0	\$0	\$0	0.0%		0.0%
Reserve Fund	\$0	\$0	\$0	0.0%		0.0%
Total	\$335,371	\$13,001	\$348,372	4.0%	2.6%	3.9%

The total operating budget of \$9,213,204 for FY2019 is \$348,372 more than the current FY2018 budget, an increase of 3.9%. This increase is primarily due to the increase in the MWRA assessment for the Town's sewerage and wastewater disposal. The \$6,227,150 preliminary assessment represents a 5.7% increase over FY2018. The increase in the MWRA sewer assessment accounts for approximately 97% of the total increase. The final assessment from the MWRA will be affected by the amount of sewer rate relief that is provided to the Authority by the Commonwealth, which will not be known until after the budget is voted by the Legislature and approved by the Governor.

The FY2019 sewer operations portion of the budget is \$335,371 higher, an increase of 4.0% over the current year. The MWRA assessment for FY2019 is \$337,354 more than the current appropriation, which is greater than the total increase for sewer operations. The total sewer operations increase is lower than the increase for just the MWRA assessment is due to the decrease in the salary and wages line. The FY2019 drains operations portion of the budget is \$13,001 more than the FY2018 allocation, a 2.6% increase over FY2018.

The total salary and wages line is \$961,327 for FY2019, an increase of \$2,351 (0.2%). The sewer division has 11 full-time employees all of whom are members of the NIPEA union. A successor agreement with the union has not been reached; any funding that may be required as a result of an agreement will be addressed at a subsequent town meeting.

The total expense line for FY2019 is \$439,727 which is \$8,667 or 2.0% more than the current year. The largest of the expense increases (\$7,000) is for the new stormwater management software that is necessary to meet the new Municipal Separate Storm Sewer System (MS4) permit requirements. There is a \$2,175 increase for the repair and maintenance of generators and facilities. The estimated cost for collecting and disposing of catch basin and street sweeping debris is \$2,998 higher than the current year. There is also a \$200 increase for certification and licenses fees. These increases were offset in part with budget decreases for energy (\$1,693), vehicle related expenses (\$1,013), and various supplies (\$1,000).

The operating capital line is level funded at \$50,000 for FY2019. This budget line pays for grinder replacements and allows the department to continue its annual \$25,000 allocation for sewer pump and small power equipment replacement. The plan for FY2019 is the replacement of one pump at the Great Plain Avenue Pump Station and replacement of a grinder at the Kendrick Street Pump Station.

The sewer debt service budget line is also level dollar at \$1,500,000 for FY2019, which is in keeping with the overall sewer capital infrastructure-funding plan for long term investments. The reserve fund is level dollar for FY2019. The budget plan for FY2019 includes the use of \$250,000 from sewer retained earnings. The \$504,750 to be transferred from the tax levy is to pay for drains-related programs; this is an increase of \$13,001 from FY2018.

The Sewer Enterprise Fund also reimburses the general fund for costs incurred and paid by General Fund budgets, e.g., employee benefits, property and casualty insurance, financial and billing expenses, and other administrative and operational support costs. The Sewer Enterprise Fund budget is a self-supporting account. Sewer user fees and charges cover the cost of the sewer operations and the general fund payment supports the drains program.

ARTICLE 19: APPROPRIATE THE FY2019 WATER ENTERPRISE FUND BUDGET

To see if the Town will vote to raise and/or transfer and appropriate the following sums of money to operate the Water Division of the Department of Public Works during fiscal year 2019, under the provisions of M.G.L. Chapter 44, Section 53F ½:

Water Enterprise FY2019								
Line #	Description	FY2017		FY2018		FY2019		Town Meeting Amendments
		Expended	FTE	Current Budget	FTE	Recommended	FTE	
301A	Salary & Wages	\$1,102,564	16.0	\$1,248,413	17.0	\$1,252,990	17.0	
301B	Expenses	\$1,087,838		\$1,107,888		\$1,137,563		
301C	Capital Outlay	\$2,875				\$20,000		
301D	MWRA Assessment	\$1,039,372		\$1,109,794		\$862,262		
301E	Debt Service	\$1,549,049		\$1,550,000		\$1,550,000		
302	Reserve Fund	Transfers Only		\$75,000		\$75,000		
TOTAL		\$4,781,698	16.0	\$5,091,095	17.0	\$4,897,815	17.0	
FY2019 Budget Percentage Change from FY2018 Budget								-3.8%

and to meet this appropriation that the sum of \$4,897,815 be raised from Water Enterprise Fund receipts; or take any other action relative thereto.

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

Article Information: This article funds the Town’s water system. The Town’s water distribution system is a single service pressure zone system supplied by two sources. The Town’s primary source of water is the Charles River Well Field which is able to produce up to 4.6 million gallons of water per day.. The current water withdrawal registration from the Department of Environmental Protection (DEP) allows approximately 2.63 million gallons of water per day to be pumped. The Charles River Well Field consists of three groundwater-pumping stations. Needham’s second water source is a connection to the Massachusetts Water Resources Authority (MWRA) surface water supply originating at the Quabbin Reservoir and delivered through the Metrowest Tunnel and the Hultman Aqueduct. This water is pumped into the Needham system at the St. Mary’s Pumping Station located at the corner of St. Mary Street and Central Avenue. This supply is used when the Town’s demand for water is greater than the local supply, and serves as a backup should the Town’s wells need to be taken off-line. Water Division staff operate the water treatment plant and also operate, maintain, and repair the Town-wide water distribution system. The system is comprised of more than 143.5 miles of water mains, 1,344 public and private

hydrants, 3,231 water gate valves, and 10,069 water service connections. This system supports approximately 14,545 installed meters.

The overall operating budget for FY2019 is \$4,897,815 or \$193,280 (3.8%) less than the FY2018 budget. The decrease is the result of a lower MWRA assessment for the Town's use of water. The MWRA bills the Town for actual water consumption in the calendar year preceding the new fiscal year; the FY2019 water assessment is based on CY2017 water use. The Town's use of MWRA water was down approximately 31% from the prior year. The preliminary water assessment for FY2019 is \$862,262 which is \$247,532 (22.3%) less than the appropriation for the current year. The final assessment from the MWRA is not expected until the end of the State budget process.

Water Production	CY2015	CY2016	CY2017
Water Production*	1,256.8	1,217.3	1,166.4
Water Production from MWRA	304.1	327.1	225.9
Water Production from Town Wells	952.7	890.2	940.5
Percentage from MWRA	24.2%	26.9%	19.4%
*millions of gallons			
Water meters replaced	1,203	1,348	1,315
Percentage of the total number of water meters in place for that year	8.3%	9.3%	9.0%

The FY2019 salary and wage expense line is \$1,252,990, an increase of \$4,577 (0.4%) over the current budget. The water enterprise has 17 full-time employees of which 13 are unionized. Twelve employees are members of the NIPEA union and one employee is a member of the ITWA union. The collective bargaining agreement with the NIPEA and ITWA unions expires on June 30, 2018. Successor agreements with the bargaining groups have not been reached; any funding that may be required as a result of an agreement will be addressed at a subsequent town meeting.

The water expense line of \$1,137,563 is \$29,675 higher than the FY2018 budget, or approximately 2.7% more. Approximately 83% of that increase (\$24,716) is for public works supplies which include drinking water treatment chemicals and water meters of various sizes. Professional and technical services increased by \$6,700 to pay for costs associated with the Dunster and Birds Hill water tank inspections and testing. The budget expense for gasoline and diesel fuel for vehicles and equipment is \$2,138 higher than the current year. There is a decrease in the budget for energy of \$3,579 (electricity is higher and natural gas is lower). The net change for all the other expense categories is a decrease of \$300.

There is a request for \$20,000 in operating capital for FY2019 – there was no budget for this category in FY2018. The planned expenses are the replacement of two filter valves (\$15,000) at the water treatment plant, and the replacement of a trailer to move equipment (\$5,000). Debt service is level funded at \$1,550,000, which is based on approved projects, and is in keeping with the overall water capital infrastructure-funding plan for long term investments. The water reserve fund is level dollar for FY2019.

The Water Enterprise Fund also reimburses the general fund for costs incurred and paid by general fund budgets, e.g., employee benefits, property and casualty insurance, financial and billing expenses, and other administrative and operational support costs. The Water Enterprise Fund budget is a self-supporting account. Water user fees and charges cover the entire cost of operations.

ARTICLE 20: AMEND GENERAL BY-LAW - DEPARTMENT REVOLVING FUNDS

To see if the Town will vote to amend the General By-Laws by striking the words “Public Facilities Department “ under section 2.2.7.5.8 and inserting in place thereof “Department of Public Works”; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The purpose of this By-Law amendment is to reflect the organization change where the operations division of the Public Facilities Department was moved into the Department of Public Works.

ARTICLE 21: SET THE ANNUAL DEPARTMENT REVOLVING FUND SPENDING LIMITS

To see if the Town will vote to fix the maximum amount that may be spent during fiscal year 2019 beginning on July 1, 2018 for the revolving funds established in the Town’s General By-Laws for certain departments, boards, committees, agencies, or officers in accordance with Massachusetts General Laws Chapter 44, Section 53E½, or take any other action relative thereto.

Revolving Fund	Department, Board, Committee, Agency or Officer	FY2019 Spending Limit
Home Composting	Department of Public Works	\$3,000
Immunization Program	Health and Human Services Department	\$25,000
Memorial Park Activities	Memorial Park Trustees	\$4,100
Needham Transportation	Health and Human Services Department	\$60,000
Public Facility Use	Public Facilities Department	\$250,000
School Transportation	School Committee	\$819,000
Traveling Meals	Health and Human Services Department	\$75,000
Tree Replacement	Department of Public Works	\$25,000
Water Conservation	Department of Public Works	\$10,000
Youth Services Programs	Health and Human Services Department	\$25,000

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The purpose of this article is to set the annual spending limit for the various revolving funds that are established by Town By-Law in accordance with MGL Chapter 44 Section 53E1/2. The law requires that the Town Meeting shall, on or before July 1 of each fiscal year, vote on the limit for each revolving fund established under this law the total amount that may be expended during the fiscal year. The law provides also that the limit on the amount that may be spent from a revolving fund may be increased with the approval of the Board of Selectmen and Finance Committee should the revolving activity exceed the spending limit, but only until the next Annual Town Meeting.

ARTICLE 22: AUTHORIZATION TO EXPEND STATE FUNDS FOR PUBLIC WAYS

To see if the Town will vote to authorize the Town Manager to permanently construct, reconstruct, resurface, alter or make specific repairs upon all or portions of various Town ways and authorize the expenditure of funds received, provided or to be provided by the Commonwealth of Massachusetts through the Massachusetts Department of Transportation; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The Town receives funding from the Commonwealth of Massachusetts for road construction projects. Approval of Town Meeting is required in order for the Town to receive and expend the funds. The Massachusetts Department of Transportation (MassDOT) will distribute Chapter 90 funding only after it has been authorized by the Legislature and the Governor. The FY2019 Chapter 90 allocation for the Town is \$929,259. Unless circumstances require otherwise, the FY2019 Chapter 90 allocation will be directed to the design of the second phase of the downtown design improvement project.

ZONING / LAND USE ARTICLES

ARTICLE 23: AMEND ZONING BY-LAW – PERMITTED USES IN THE NEIGHBORHOOD BUSINESS DISTRICT

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

- (1) Amend Section 3.2.3 Uses in the Neighborhood Business District, Subsection 3.2.3.2, Uses Permitted by Special Permit, by inserting a new paragraph (p) to read as follows:

“(p) Apartment or multi-family dwelling use above the first floor provided the first floor is used for a nonresidential use allowed in Section 3.2.3.1 or Section 3.2.3.2 and further provided that the proposed apartment or multi-family dwelling complies with the lot area per unit requirements for apartments in the A-1 district as detailed in Section 4.3. This provision applies only to Neighborhood Business Districts any portion of which is located within 150 feet of the Route 128 boundary.”

- (2) Amend Section 4.4 Dimensional Requirements for Commercial Districts, by adding the following new Subsection at the end thereof:

“4.4.12 Dimensional Relief by Special Permit

Notwithstanding the foregoing to the contrary and subject to all other requirements of the district, the Planning Board acting as a special permit granting authority may issue a special permit for mixed use buildings allowed by special permit under Subsection 3.2.3.2 (p) in the Neighborhood Business District to:

- (a) increase the maximum floor area ratio to 0.7 and the building height to three (3) stories and forty (40) feet; and
 - (b) reduce the minimum side and/or rear setback adjoining a residential district to twenty (20) feet provided said strip is suitably landscaped in accordance with the specifications in Section 4.4.8.5.”
- (3) Amend Section 6 Special Regulations, by adding the following new Subsection at the end thereof:

“6.11 Affordable Housing

Any mixed-use building in the Neighborhood Business (NB) District with six or more dwelling units shall include affordable housing units as defined in Section 1.3 of this By-Law. The following requirements shall apply to a development that includes affordable units:

- (a) At least twelve and one-half percent (12.5%) shall be affordable units. For purposes of calculating the number of affordable units required in a proposed development, any fractional unit of ½ or greater shall be deemed to constitute a whole unit.
- (b) To facilitate the objectives of this Section 6.11 the minimum lot area per dwelling unit normally required in the A-1 zoning district (as applicable to the Neighborhood Business District), shall be reduced by that amount necessary to permit up to two additional units (one affordable unit and one market unit) on the lot for each one Affordable Unit over the number required in section 6.11(a) above. The additional floor area permitted herein shall be counted toward the maximum floor area ratio allowed by special permit in the NB district.
- (c) In a home-ownership project the affordable unit(s) shall be sold to households with incomes at or below eighty (80) percent of area median income. In a rental project the affordable rental units must be provided to households with incomes at or below 80% of area median income. However, if the applicant provides at least one-half of the affordable units for households with incomes at or below fifty (50) percent of area median income, the remaining affordable units may be rented to households with incomes up to 100 percent of area median income even if the latter units are not eligible for the Subsidized Housing Inventory, regardless of any requirements to the contrary set forth in Section 1.3.
- (d) Affordable units shall be dispersed within the building and not concentrated in one area or on one floor. They shall generally be comparable in size and energy efficiency to the development’s market-rate units.
- (e) The affordable units shall be constructed in proportion to the number of market-rate units in the development. Proportionality shall be determined by the number of building permits or certificates of occupancy issued for the affordable units and market-rate units, as applicable, or otherwise in accordance with a schedule set by the Planning Board in conditions imposed on the Special Permit.

- (f) The selection of eligible homebuyers or renters for the affordable units shall be in accordance with a marketing plan approved by the Needham Planning Board prior to the issuance of any building permits for the development.
- (g) The affordable units shall be subject to an affordable housing restriction as defined in Section 1.3 of this By-Law with limitations on use, occupancy, resale prices or rents, as applicable, and which provides for periodic monitoring for compliance with the requirements of said restriction.
- (h) For affordable units with not more than one bedroom, the minimum number of parking spaces under Section 5.1 shall be reduced to one space per unit.
- (i) The SPGA may authorize that an alternative method of compliance be used, in accordance with the following:
 - (1) Cash Payment: The SPGA may grant a special permit to provide affordable housing through a cash payment to the Needham Affordable Housing Trust Fund, in lieu of providing one or more of the affordable units required under this Section. The cash payment shall be equal to the most current Total Development Costs set forth in the MA Department of Housing & Community Development's Qualified Allocation Plan in its Low Income Housing Tax Credit Program, for the areas described as within Metro Boston/Suburban Area, adjusted for the type of project and number of units. The cash payments shall also be in accordance with a schedule of affordable housing payments as outlined hereafter in §6.11(i)(2) and guidelines adopted and amended from time to time by the SPGA, following a public hearing, in consultation with the Needham Department of Planning and Community Development (DPCP);
 - (2) For a covered development having 10 units or less that provides affordable housing through a cash payment in lieu of affordable units, the cash payment shall be made as a pro-rated percentage (%) of the Total Development Cost referenced in §6.11(i)(1), based on the total number units in the project and the following percentages: 10 units - 100%; 9 units - 90%; 8 units - 80%; 7 units - 70% and 6 units - 60%. The DPCD shall not sign off on Certificate(s) of Occupancy until the Petitioner pays 100% of the required cash in lieu payment."

Or take any other action relative thereto.

INSERTED BY: Planning Board

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

Article Explanation: This article would authorize by special permit apartment or multi-family dwelling use above the first floor in the Neighborhood Business District located at Central Avenue and Reservoir Street, provided the proposed apartment or multi-family dwelling complies with the lot area per unit requirements for apartments in the A-1 district. Specifically, the provision would apply to Neighborhood Business Districts, any portion of which is located within 150 feet of the Route 128 boundary. Presently mixed use development which includes a housing component is not a permitted use within the Neighborhood Business District.

To encourage redevelopment of existing properties for mixed use development of an appropriate scale, density and design, the article offers flexibility as relates maximum floor area ratio, building height and

minimum side and/or rear setback. This relief is provided in the Neighborhood Business District located at Central Avenue and Reservoir Street. Specifically, the amendment would allow the Planning Board, acting as a special permit granting authority under site plan review, to issue a special permit to increase the maximum permitted floor area ratio for a mixed use building up to 0.7 and the maximum permitted building height to three (3) stories and forty (40) feet. Currently in the aforementioned district, the maximum floor area ratio for a building or structure is capped at 0.50 and the maximum building height is capped at two and one-half (2.5) stories and thirty-five (35) feet. Additionally, the amendment would allow the Planning Board, acting as a special permit granting authority under site plan review, to reduce the minimum side and/or rear setback for a mixed use building adjoining a residential district to twenty (20) feet provided the required 20 foot buffer strip is suitably landscaped and not used for any other purpose. Currently in the aforementioned district, no building or structure for a use not allowed in a residential district is permitted within 50 feet of the residential district boundary, and within said strip, the twenty-five (25) feet closest to the boundary line is to be suitably landscaped.

Affordable housing is also proposed to be accommodated in larger scale mixed-use developments under this amendment in the Neighborhood Business District located at Central Avenue and Reservoir Street. The proposed zoning requires affordable housing in larger mixed-use developments, i.e., with six or more dwelling units. At least one affordable unit is required for a development with six to ten units. For a development with eleven or more units, at least twelve and one-half percent (12.5%) must be affordable. To encourage the provision of an additional affordable unit above the required minimum, the proposed zoning allows for a density bonus of up to two units such that if the development includes an additional affordable unit, an additional market unit can be produced. Finally, the Planning Board may grant a special permit to provide affordable housing through a cash payment to the Needham Affordable Housing Trust Fund, in lieu of providing one or more of the affordable units as noted above. The cash payment shall be equal to the most current Total Development Costs set forth in the MA Department of Housing & Community Development's Qualified Allocation Plan in its Low Income Housing Tax Credit Program, for the areas described as within Metro Boston/Suburban Area, adjusted for the type of project and number of units.

ARTICLE 24: AMEND ZONING BY-LAW – MAP CHANGE TO NEIGHBORHOOD BUSINESS DISTRICT

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

Place in the Neighborhood Business District a portion of land now zoned Industrial and lying between the Charles River, Reservoir Street, and 100-feet distant from the Central Avenue Layout.

Said land is bounded and described as follows:

Beginning at a point 100-foot distant from the Central Avenue Right of Way southerly layout line and at the intersection now or formally of the Single Residence B District, Industrial District, and Neighborhood Business District on the property line identified as Parcel II recorded at the Norfolk Registry of Deed Book 11216 page 659. Thence running along the northern property line of said Parcel II in the southeasterly direction for a distance of 56-feet more or less to a point of intersection with the rear lot corner of said parcel. Thence turning and running in a southwesterly direction along said rear property line of Parcel II, and of Parcel I described in said deed for a total of 262-feet more or less to a point of intersection of the Reservoir Street Right of Way easterly layout line. Thence turning and running in a northwesterly direction along the easterly Reservoir Street Right of Way line to a point of intersection of

the now or formally zoned Neighborhood Business District and Industrial District and located 100-foot distant from the Central Avenue southerly layout line. Thence turning and running in a northeasterly direction along the now or formally intersecting line of the Industrial District and Neighborhood Business District and parallel to the Central Avenue southern layout line to the point of beginning.

Or take any other action relative thereto.

INSERTED BY: Planning Board

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

Article Information: This article describes the geographical area located between the Charles River, Reservoir Street and 100-feet distant from the Central Avenue Layout proposed to be changed from an Industrial District to a Neighborhood Business District. Portions of Parcels 9 and 10-01 on Assessors' Plan Number 80 (Panella's Market, 50 Central Avenue) that are currently zoned Industrial and located 100-feet distant from the Central Avenue Layout are affected by this rezoning. Currently the affected properties are located within two zoning districts, namely the Industrial District and the Neighborhood Business District. With this zoning map revision, the entirety of Parcels 9 and 10-01 as shown on Assessors' Plan Number 80 will be placed in the Neighborhood Business District.

ARTICLE 25: AMEND ZONING BY-LAW – SIDE AND REAR SETBACKS ADJOINING RESIDENTIAL DISTRICTS

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

- (1) In Section 4.4.8, Side and Rear Setbacks Adjoining Residential Districts, by adding a new sentence at the end of Section 4.4.8.1 and Section 4.4.8.4, that reads “Notwithstanding the foregoing, the provisions of this section shall not be applicable with respect to the portion of any residential district within the layout of Route 128/95.”
- (2) In Section 4.6.5, Side and Rear Setbacks Adjoining Residential Districts, by adding a new sentence at the end of said section that reads “Notwithstanding the foregoing, the provisions of this section shall not be applicable with respect to the portion of any residential district within the layout of Route 128/95.”

Or take any other action relative thereto.

INSERTED BY: Planning Board

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

Article Information: Sections 4.4.8 and 4.6.5 of the Zoning By-Law provide that when certain business zoning districts abut a residential district the first 50 feet of the business district adjoining the residential district is subject to limitations on what can be constructed within that 50 foot buffer. The purpose of the 50 foot buffer is to provide residential homeowners with certain protections from commercial activities by regulating building setback distance to the residential district zone line and by establishing suitable landscape screening standards to further protect residential abutters from adjacent commercial uses.

The reason for the proposed Warrant Article is that the Route 128/95 layout is still designated as a residential zoning district from which the 50 foot setback standard is to be met. This is a remnant from the time before Route 128/95 was constructed in the early 1950's. Since there clearly are no residences

located within the Route 128/95 right of way, there are no residences to protect. Accordingly, the article eliminates from the 50 foot setback requirement the portion of any residential district located within the Route 128/95 layout. Without the proposed change, certain commercial areas located along Route 128/95 will continue to be subject to restrictions that limit development and diminish property values but serve no public purpose (i.e. there are no residences to protect). With the amendment the commercial properties along the layout will be subject only to the requirements of the districts they are located in.

COMMUNITY PRESERVATION ACT ARTICLES

ARTICLE 26: **APPROPRIATE FOR ROSEMARY LAKE SEDIMENT REMOVAL**

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$2,400,000 for Rosemary Lake Sediment Removal, to be spent under the direction of the Town Manager, and to meet this appropriation that \$1,550,000 be transferred from CPA Free Cash, \$340,000 be transferred from the FY2018 CPA General Reserve, and that \$510,000 be transferred from the Open Space Reserve; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The proposed sediment removal project continues the Town's compliance with Environmental Protection Agency (EPA) requirements to address the discharge of pollutants through stormwater into the Charles River and other water bodies. This requirement derives from a 1996 Memorandum of Understanding between the Town and the EPA as well as 2003 and 2016 national Pollutant Discharge Elimination System (NPDES) regulations. The Town has been completing projects along Rosemary Brook over the past several years, improving the quality of water that leads into Rosemary Lake. The next step is to remove the sediment from Rosemary Lake, all of which will lead to better water quality downstream, as Rosemary Brook continues through Needham Heights, eventually meeting the Wellesley water lands and then the Charles River.

ARTICLE 27: **APPROPRIATE FOR ROSEMARY CAMP PROPERTY**

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$50,000 for Rosemary Camp Property improvements, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from CPA Free Cash; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The three remaining buildings at the Rosemary Camp property are subject to vandalism and should be removed for safety reasons. The two smaller buildings were formerly latrines, and need to be decommissioned as part of demolition. The shelter building is not insulated and the electrical source was disconnected almost twenty years ago when a fourth building was lost in a fire. The main trail head, accessed from the Rosemary Recreation Complex parking lot, is being rebuilt while the parking lot is rebuilt, and through a prior approved funding source, the bridge crossing the stream will be re-built by the Student Conservation Association. At a later time, a picnic shelter will be added at

the camp property. This area will be available for use by trail walkers as well as any programs offered by Park and Recreation or other Needham organizations.

ARTICLE 28: APPROPRIATE FOR EMERY GROVER FEASIBILITY

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$70,000 for a feasibility study of the Emery Grover Building, to be spent under the direction of the Permanent Public Building Committee and Town Manager, and to meet this appropriation that said sum be transferred from CPA Free Cash; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: Numerous Facilities Master Plans have indicated that the Emery Grover School Administration Building is in need of additional office and storage space, as well as extensive repair and modernization. The needed scope of renovation includes reorganizing office and meeting spaces, making the building fully ADA accessible, removing remaining asbestos and lead paint, and replacing deteriorating systems, including: windows, HVAC, electrical and plumbing. These renovations would allow for a more efficient use of space, as well as full utilization of all four floors and full handicapped accessibility. A feasibility study was conducted in August 2013 by DesignLAB Architects, which identified several options: renovation of the existing building, the purchase/renovation of commercial property, and new construction on an alternate Town-owned parcel. This request is to conduct a “refresh” of the original study, to focus on a project to renovate/reconstruct the Emery Grover Building at the Highland Avenue location. The study will include an updated project budget and schedule, address temporary relocation requirements, and identify any building code changes that will be needed to accommodate the projected use. In addition, the study will include the assessment of swing space options including timelines and project budget for the swing space.

ARTICLE 29: APPROPRIATE FOR HISTORIC DATABASE PROJECT

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$25,000 for the completion of the historic database project, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from CPA Free Cash; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The Needham History Center and Museum proposes to complete its on-going artifact and archive project. With prior CPC funding, the Needham History Center and Museum has been able to rehouse and reorganize its collection and create a collections database. Archival-sound containers have been used for storage, photos have been taken and information uploaded onto a database system that makes it easier to search and put together exhibits, including web-based exhibits.

ARTICLE 30: APPROPRIATE FOR MEMORIAL PARK BUILDING CONSTRUCTION

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$6,250,000 for construction of the Memorial Park Fieldhouse, including any costs incidental or related thereto, to be spent under the direction of the Permanent Public Building Committee and Town Manager, and to meet this appropriation that \$500,000 be transferred from CPA Receipts, \$1,032,000 be transferred from Free Cash, \$1,800,000, be transferred from the Athletic Facility Improvement Fund, and that the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow \$2,918,000 under Massachusetts General Law Chapter 44, Section 7; and that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Massachusetts General Law Chapter 44, Section 20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: Winter Street Architects performed a feasibility study on the Memorial Park Building in 2016, and, after design funds were approved at the May 2017 Annual Town Meeting, Winter Street continued to move forward with design development. The design is for a new two-story building which will be fully accessible, and constructed in accordance with the modern building code. The building will enhance programs held at the park, and promote synergy among the other nearby Town facilities. The building will be a service point for High School athletics and other community activities, while keeping the focus on the site and its history. The first floor will have spaces for Needham High School home teams to meet, and a separate room for visiting teams. These rooms have been designed in a flexible manner so that they can be used for other community activities. The facility will include a concession room, restrooms for park users, and a small number of restrooms for team use. Storage will be available for the DPW Parks and Forestry Division, as well as for groups using the fields at Memorial Park. The second floor will have meeting space for the Trustees and other community groups, as well as a room for larger meetings.

ARTICLE 31: APPROPRIATE TO COMMUNITY PRESERVATION FUND

To see if the Town will vote to hear and act on the report of the Community Preservation Committee; and to see if the Town will vote to appropriate a sum pursuant to Massachusetts General Law Chapter 44B from the estimated FY2019 Community Preservation Fund revenues, or to set aside certain amounts for future appropriation, to be spent under the direction of the Town Manager, as follows:

Appropriations:

A. Administrative and Operating Expenses of the Community Preservation Committee \$82,000

Reserves:

B. Community Preservation Fund Annual Reserve \$1,025,153
C. Community Housing Reserve \$289,000
D. Historic Resources Reserve \$0
E. Open Space Reserve \$289,000

or take any other action relative thereto.

INSERTED BY: Community Preservation Committee

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: Town Meeting and voters approved the Community Preservation Act in 2004. The Fund receives monies through a 2.0% surcharge on local real estate property tax bills with certain exemptions. Adoption of the Act makes the Town eligible to receive additional monies on an annual basis from the Massachusetts Community Preservation Fund. Any expenditure from the Community Preservation Fund must be both recommended by the Community Preservation Committee (CPC) and approved by Town Meeting. The law requires that at least 10% of the revenue be appropriated or reserved for future appropriation for each of the following purposes: community housing, historic preservation and open space. The Town traditionally sets aside 11% to account for any changes to the revenue estimate or State match that may occur during the year. Up to 5% of the annual revenue estimate may be utilized for the administrative and operational expenses of the Community Preservation Committee. At the end of the fiscal year, unspent administrative funds return to the CPA Annual Reserve.

CAPITAL ARTICLES

ARTICLE 32: **APPROPRIATE FOR GENERAL FUND CASH CAPITAL**

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$4,651,789 for General Fund Cash Capital, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

Group	Description	Recommended	Amendment
Community Services	Library Furniture Replacement	\$43,970	
Community Services	Non-Public Safety Data Center Servers and Storage Units	\$180,000	
DPW	Energy Efficiency Upgrade Improvements	\$71,000	
DPW	Hillcrest Radio Repeater Building Replacement	\$136,000	
DPW	Specialty Equipment - Large Mower	\$76,500	
DPW	Streetlight Conversion to LED	\$685,000	
DPW	Traffic Improvements	\$50,000	
General Government	Town Multi-Function Printer Devices	\$35,000	
General Government	Town Offices Replacement Furniture	\$25,000	
Multiple	Fleet Replacement Program	\$981,442	
Public Safety	Fire Engine E2 Replacement	\$840,163	
Public Safety	Personal Protective Equipment	\$43,424	
Public Safety	Police Use-Of-Force Training Simulator	\$47,000	
Public Safety	Public Safety Data Center Servers and Storage Units	\$30,000	

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Group	Description	Recommended	Amendment
Public Safety	Public Safety Mobile Devices	\$35,000	
Public Schools	Pollard Blue & Green Gym Upgrades	\$540,000	
Public Schools	Pollard Phased Improvements Feasibility Study	\$65,000	
Public Schools	School Furniture & Equipment	\$60,500	
Public Schools	School Phone System Replacement	\$319,000	
Public Schools	School Photocopier Replacement	\$84,190	
Public Schools	School Technology Replacement	\$303,600	
		\$4,651,789	

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information:

Library Furniture Replacement

The renovated library has been open to the public for more than eleven years, and, due to heavy use, the furniture is beginning to show wear and tear. Both public and staff computer chairs are slowly breaking and the covering on the arms is splitting. Some of the mesh on the Community Room stackable chairs is unraveling, the backs are separating from the frames, and food has been caught in the mesh and proven difficult to remove. The forty-two cloth public arm chairs are also showing wear from heavy use, particularly on the arms. The thirty-eight leather public arm chairs are also beginning to show wear.

Non-Public Safety Data Center Servers and Storage Units

This funding is for the replacement of hardware within the three Town of Needham data centers. Phase 1 of the project, which is taking place in the current fiscal year (FY2018), includes the replacement of four servers, two storage units, and four switches. Phase 2 of the project will be the replacement of six servers, two storage units, and four switches. Data Center 1 is housed at the Town Hall, Data Center 2 is housed at the Public Services Administration Building, and Data Center 3 is housed at the Center at the Heights. Data Center 1 is the primary data center where Town Departments access files and programs, the Internet, and network and Internet security takes place. The six servers at Town Hall are physical servers; however three of them maintain and support upwards of 50 virtual servers with corresponding data maintained on the storage units. The other three are for specific software functions. The servers, storage unit, and switches at the Public Services Administration Building act as fail safe in case of the Town Hall's network and infrastructure going offline. The server and storage at the Center at the Heights is where backup data is housed and from there certain segments of the data are migrated off site. All replacements would be comparable to the current devices being used. Maintaining this hardware at a level that will support the needs of the Town Departments is critical to the Town's business continuity strategy. As equipment gets older it becomes more difficult to maintain the same level of quality and performance as when initially installed, and this directly affects the day-to-day operations of the Town. Unless circumstances require otherwise, FY2019 funding will be for Data Center 1 and Data Center 2 hardware replacement.

Energy Efficiency Upgrade Improvements

An energy efficiency study was conducted for ten municipal buildings in 2011. The results of this study illustrate that if the Town makes an initial investment in selected and recommended energy upgrades, the cost of these upgrades will pay for themselves within ten years. Unless circumstances require otherwise, FY2019 funding will be allocated to installing a bi-lighting system in the hallways at the Pollard Middle School, retro-commissioning the HVAC system at the Eliot School, and installing a bi-lighting system in the hallways at the High Rock School.

Hillcrest Radio Repeater Building Replacement

This funding will support the replacement of the failing building at the base of the Birds Hill Water Tower on Hillcrest Road. The building houses radio equipment and related support components used by the following departments: Fire, Police, DPW, School Transportation, and Emergency Management. The new building will house some existing equipment, some new equipment, and a back-up generator. The current building, which was built with cement blocks, is deteriorating and has several water leaks in both the walls and the roof. There has also been damage to the building and its contents from animals. Additionally, the steel entrance door exhibits rust and rot. The current building size is 8'X10' and the proposed replacement building would be 8'X12', placing the back-up power generator in a separate room, as well as allowing modest room for future expansion. The building plays a critical role in the Town's public safety communication network.

Specialty Equipment

UNIT	DIVISION	YEAR	REPLACEMENT	AMOUNT
344	Parks & Forestry	2011	Large-Scale Mower	\$76,500

Streetlight Conversion to LED

This funding will allow the Town to convert its network of streetlights to Light Emitting Diodes (LED). The Department conducted a Streetlight Pilot Program in the spring of 2017, testing existing streetlights against LED streetlights. The existing lights are High Pressure Sodium (HPS) lights, which were considered the most energy efficient lighting types for their purpose in the early 2000s. Currently, LEDs are considered the more energy efficient lighting type. Of the three LED streetlight models piloted, two received higher average ratings than the existing HPS streetlights by the Town residents who completed the online survey. The Metropolitan Area Planning Council (MAPC) conducted an estimate for the conversion of all of the Town's existing Cobra head streetlights, determining that there are 2,521 existing streetlights that need to be converted. The Town's energy savings would be approximately 393,296 kWh annually. LED lights will be warrantied for ten years, and the only costs for maintenance to the Town will be labor to address any issues, pole transfers, new lights, and the cost of knockdowns. Other Massachusetts towns and cities with comparable streetlight inventories that have participated in the MAPC LED conversion program have secured maintenance contracts valued at an average of \$0.53 per streetlight per year, while Needham currently pays \$14.24 per streetlight per year for its existing streetlight maintenance contract. Though not all Town-owned streetlights are eligible for LED conversion under the MAPC program, total maintenance savings for those that are eligible for conversion could exceed \$30,000 per year.

Traffic Improvements

This funding would support projects that are recommended by the DPW and the Traffic Management Advisory Committee (TMAC). These recommendations include items such as permanent speed monitoring devices, traffic calming measures, and school zone enhancements. The proposed funding will support one or two construction-related requests per year, such as 500 feet of roadway granite curb installation, two school zone installations, two average traffic calming installations, several radar sign installations or

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sign and/or pavement markings. Unless circumstances require otherwise, FY2019 funding is proposed for the installation of granite curbing on Paul Revere Road and Brookline Street.

Town Multi-Function Printer Devices

This funding will allow for the replacement of multi-function printers throughout the four primary Town locations (Town Hall, Public Services Administration Building, Public Safety, and Center at the Heights) that are obsolete or as part of a planned schedule replacement. In all there are nine of these devices between the buildings with only three of the devices not purchased during a capital project. Though several of these devices are currently over six years old, with one over eight, only one has reached 50% of the anticipated life cycles for each model according to the manufacturer estimated cycles per year. Based on the current usage, the expected life of these devices is between ten and twelve years. However the manufacturer of these devices does not guarantee the availability of parts or consumables past seven years. The cycle for replacement of these multi-function printers is therefore seven years.

Town Office Furniture Replacement

The renovated Town Hall opened in October, 2011, and the Public Services Administration Building opened in February, 2010. Furniture in heavy use is in need of replacement. Furniture scheduled to be replaced in FY2019 includes the Selectmen's Chambers conference table and chairs, and furniture in poor and fair condition at the Public Services Administration Building.

General Fund Fleet Program – General Purpose Vehicles

Unit #	Division	Current Vehicle Type	Vehicle Year	New Vehicle Type	Amount
1	Administration	Passenger Vehicle SUV	2011	Passenger Vehicle Compact SUV	\$33,616
702	Building Maintenance	Work Truck Class 2 Pick Up	2001	Work Truck Class 2 Pick Up	\$45,765
44	Engineering	Passenger Vehicle SUV	2011	Passenger Vehicle Compact SUV	\$33,616
46	Engineering	Passenger Vehicle SUV	2011	Passenger Vehicle Compact SUV	\$33,616
4	Fleet	Work Truck Class 3 Pick Up	2006	Work Truck Class 3 Flat Bed	\$82,671
65	Parks	Work Truck Class 3 Pick up	2015*	Work Truck Class 3 Pick up	\$66,037
301	Parks	Utility Van	2009	Utility Van	\$34,069
4	Schools	Passenger Van	2011	Passenger Van	\$48,776
5	Schools	Passenger Van	2011	Passenger Van	\$48,776
Total					\$426,942

* Although the vehicle is fairly new, it has been an ongoing maintenance problem and has proven unreliable.

Truck Classification
Class 1 = Smallest Pick-up Trucks 6,000 lbs.
Class 2 = Full Size or 1/2 Ton Pick-up Trucks 6K to 10K lbs. (ex Ford F150 and F250)
Class 3 = Heavy Duty Pick-up Trucks 10K to 14K lbs. (ex Ford F350)
Class 4 = Medium Size Work Trucks 14K to 16K lbs. (ex Ford F450)
Class 5 = Medium Job Trucks 16K to 19.5K lbs. (ex Ford F550)
Class 6 = Medium to Large Trucks 19.5K to 26K (ex Ford F650)
Class 7 = Heavy Duty Trucks 26K to 33K (ex Ford F750) Requires Class B Commercial
Class 8 = Largest Heavy Duty Trucks 33K lbs. or more (ex 18-wheeler)

General Fund Fleet Replacement – Specialized Equipment

Unit #	Division	Current Vehicle Type	Vehicle Year	New Vehicle Type	Amount
55	Highway	Work Truck Class 5 Dump Truck	2011	Work Truck Class 5 Hook Lift Dump Truck	\$142,495
181	Highway	Street Sweeper#	2012	Street Sweeper Vacuum	\$264,101
183	Parks	Large Trailer Leaf Picker	2007	Large Trailer Leaf Picker	\$25,722
Total					\$432,318

The vehicle will be retained as a backup vehicle.

General Fund Fleet Replacement – Snow & Ice Equipment

Unit #	Division	Current Vehicle Type	Vehicle Year	New Vehicle Type	Amount
76	Highway	Skid Steer Loader	2006	Skid Steer Loader	\$122,182

Personal Protective Equipment

This funding is part of an annual program begun in FY2018 to replace Personal Protective Equipment (“PPE” or “bunker gear”) for 20% of all firefighting personnel on an annual basis. This is to ensure the life span of the equipment does not exceed the ten year guideline. Ensembles issued prior to the recent purchase of a second set of PPE are approaching this time frame. Bunker gear includes boots, firefighting pants and coat. Firefighting personnel regularly work in toxic environments caused by spills, chemical releases and the products of combustion. Numerous studies have found the number of carcinogens and other toxins associated with the fire ground to be extremely high. Further, the toxicity of these carcinogens appears to be much greater and more concentrated today, due to the widespread use of synthetic and petroleum based building materials and furnishings found in modern construction. These unhealthy contaminants, chemicals, toxins and carcinogens adhere to firefighters' bunker gear, thus creating a lingering exposure concern for not only the firefighters, but to members of the public they serve, as they respond to calls for service. Current safety practices dictate that firefighters be issued two sets of PPE, so that once contaminated the equipment can be washed in extractors and dried in dryers designed specifically for that purpose. Maintaining a second set of PPE allows for contaminated equipment to be washed and dried properly, while allowing personnel to remain available to respond to calls.

Use of Force Training Simulator

This funding will support the acquisition of an interactive Use-Of-Force training simulator, which will provide a platform for realistic, stress-induced training. The system provides scenarios that enhance marksmanship skills and improve decision-making for the appropriate selection of force to be used. The simulator provides trainees with the ability to practice posture, verbalization, soft hand skills, impact weapons, chemical spray and lethal force. The system also provides a means for officers to practice de-escalation skills. Each trainee's scenario and reaction can be analyzed and then reviewed for training purposes. The system is portable and can be easily customized to meet the needs of the Department. The benefit of having an effective, realistic training program is to enhance public safety as well as reduce liability risks

Public Safety Data Servers

This request consists of two elements used by Public Safety. The first element, Digital Video Recorder, is used internally and externally by the Needham Police Department. There are multiple cameras within the Needham Police Department from the front entrance to the jail cells and throughout the multiple hallways and areas. There are also several cameras on the external structure of the Public Safety Building as well as Town Hall that are managed through the Digital Video Recording hardware from the Police Department. These devices are used for safety and security of the officers and any other individuals who may find themselves within the Needham Police Department. The second element of the project request is the replacement of Public Safety CAD hardware installed during the FY2015 upgrade of the Public Safety CAD software. The software piece of the Public Safety CAD project was funded by a capital request while the hardware piece of the Public Safety CAD project, as well as the Digital Video Recorder equipment, was funded using State 911 Grant Funds. However during CY2015 the State put a hold on all future funding of the 911 Grants.

Public Safety Mobile Devices

This funding will replace laptops and tablets that are used in the Needham Police and Fire Department Vehicles. The hardware is used to access multiple applications during daily operations. The hardware communicates with the Public Safety CAD software as well as State and Federal databases. The devices themselves are hardened military specification hardware manufactured for above normal use in more intensive environments than normal off the shelf hardware.

Pollard Blue and Green Gym Updates

The Pollard gyms were identified in the feasibility study conducted in 2011 as in need of upgrade, and have been identified by the Director of Athletics as in need of improvement. These improvements consist of replacing the present rubber flooring with another material that is more appropriate for basketball use, upgrading lighting, and installing mats along the side of the gym for safety. Lighting upgrades were completed under the Energy Efficient Upgrades request in FY2016. In FY2019, this funding will allow the Town to replace the flooring in the Blue and Green Gyms. The present rubber flooring is not ideal for basketball use and this building is used frequently by both school and community basketball groups due to its size. The rubber flooring will be replaced by a new type of flooring that would have the same bounce as wood flooring required for basketball usage, but does not have the ADA/MAAB accessible issues that wood flooring presents. Additionally, work will be done to improve the functionality and safety of both gyms. In the Blue Gym, the siding will be removed and replaced. The Blue Gym will also be painted to brighten the area. Backboards and winch mechanisms on the basketball hoops will be replaced and winch mechanisms will be installed on hoops that do not currently have them. Padding will also be installed behind all backboards. In the Green Gym, two sections of pull out seating, approximately 15'x15' each, will be installed in order to accommodate classes.

Pollard Phased Improvements Feasibility Study

This is a project to study the feasibility of phasing identified improvements at the Pollard School over multiple years, for the purpose of best addressing the needs of that facility in the most timely and economically feasible manner possible. Additionally, the study will evaluate the current condition of the Pollard modular classrooms and develop recommendations (as needed) for extending their useful life until such time as they can be replaced with permanent construction.

School Copier Replacement

In May of 2003, Town Meeting authorized \$60,000 in first year funding to establish a replacement cycle for school photocopiers. School photocopiers are located in all the schools and the administration building, and are used both by administrative and teaching staff. Teachers use the machines to reproduce classroom materials, including homework sheets, exams, teaching packets, etc. Currently the School Department owns 47 copy machines. The FY2019 request replaces six copy machines. Copier replacement is planned on a cycle analysis, which projects when a copier should be replaced based on actual usage and the manufacturer's total estimated capacity. Copiers which are heavily used are replaced more frequently than copiers that are lightly used. A seven-year maximum is assumed for most machines, even if they have not yet reached maximum copy allowances, given the additional operating expense associated with servicing and maintaining older equipment, as well as the difficulty in obtaining replacement parts. This analysis assumes that copiers are re-deployed around the District as needed, to match copier use with equipment capacity.

School Furniture & Equipment

This request continues the replacement cycle for school furniture in poor and fair condition at the Schools. Furniture at the Pollard Middle School is 25-30+ years old and in a state of disrepair after decades of heavy use. In FY2005 Town Meeting approved funding of \$20,500 to begin the replacement of furniture in poor condition. By FY2015, all furniture in 'poor' condition was replaced in the schools. In FY2019 \$30,500 is proposed for the resurfacing of cabinets in three Pollard science classrooms and installation of new counters in four Pollard science classrooms, and \$30,000 is proposed for the purchase of classroom furniture for Needham High School.

School Phone System Replacement

The telephone system currently in use by the School Department consists of eight separate phone systems of varying ages from five to over 15 year old (estimated.) The systems employ manufacturer discontinued equipment, are unstable and are in constant need of repair. The phone systems in three buildings - Hillside, Mitchell and Emery Grover - have occasionally failed, leaving the buildings with no phone access. All systems require frequent repairs, which can only be performed by a contract technician via a technical service maintenance appointment. The existing system, in addition to being old and unstable, runs on antiquated PBX technology that uses traditional Verizon POTS (copper) lines for external calls and Centrex to connect internally within a network of Town departments. This type of system supports a limited number of concurrent external connections per building and a limited number of concurrent Centrex connections per building; when concurrent lines are maximized within a building, users receive a busy signal until a line becomes available. Accessibility of the current voicemail system also is a concern particularly for teachers who transition to different classrooms and locations throughout the day; their voicemail is only available from their "home" location. This request would replace the antiquated PBX system with a new phone system that would combine all of the buildings into a unified IP-based phone system. The new system would utilize the Town's fiber network and pooled SIP trunks to reduce overall cost while maintaining a secure, robust and reliable phone system. It would allow for tiered user licenses that are customized to roles and responsibilities. The School Department will assume responsibility for managing the new technology-based system from the Public Works/Building Maintenance Division.

School Technology Replacement

This request is for funding to replace School Department technology, including computers, printers, IWBs, servers, laptop carts, and specialized instructional labs. The request reflects the decision in FY2017 to move Digital Learning Devices (DLDs) and staff laptops to the operating budget, as well the new classroom technology standard. In FY2017, funding for devices with a lifespan of fewer than five years was shifted to the operating budget. These devices included Digital Learning Devices (DLDs) such as iPads and Chromebooks, and laptops. The FY2019 submitted request is for \$303,600 and consists of computer hardware (computer labs, desktops, TV studio, interactive white boards, and video displays) in the amount of \$190,600 and infrastructure (servers, network hardware, and wireless infrastructure and access points) in the amount of \$113,000.

ARTICLE 33: APPROPRIATE FOR ATHLETIC FACILITY IMPROVEMENTS DESIGN

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$55,000 for athletic facility improvements design for turf field replacement, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from the Athletic Facility Improvement Fund; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: This request is for the design of the removal of the existing turf carpet, re-grading, and installation of new artificial field turf at DeFazio and Memorial Park.

ARTICLE 34: APPROPRIATE FOR PUBLIC WORKS INFRASTRUCTURE PROGRAM

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$1,773,500 for improvements and repairs to the Town's infrastructure including but not limited to roads, bridges, sidewalks, intersections, drains, brooks and culverts, including costs incidental or related thereto, to be spent under the direction of the Town Manager, and to meet this appropriation that \$1,523,500 be transferred from Free Cash and that the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow \$250,000 under Massachusetts General Law Chapter 44, Section 7; and that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Massachusetts General Law Chapter 44, Section 20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The Public Works Infrastructure Program allows the Department of Public Works to make improvements and repairs to Town infrastructure, including but not limited to roads, bridges, sidewalks, intersections, drains, brooks, and culverts. Each program is detailed below.

Street Resurfacing

This Program is essential to maintaining the structural and surface integrity of the Town's approximately 279 lane miles of accepted streets. The Town targets 17 lane miles per year to achieve a desired life cycle of 15 to 20 years. The primary strategy of this program is asphalt paving and incidental work. Incidental

work may include asphalt berm curb, new grass shoulders, corner reconstruction including handicapped ramps, minor drainage improvements, street sign replacement, traffic markings, and signs. Applying this repair strategy in a timely manner will extend the useful life of the roadway for up to 15 years. Installing a monolithic asphalt berm curb better defines the edge of road, improves drainage and protects the shoulder from erosion. The Town targets roads with a Pavement Condition Index (PCI) of below 70 for resurfacing or specialized treatment. The Town targets a PCI of 60 or below for repair/renovation. The Town's goal is to maintain its roadway network at an average PCI rating of 75. Target funding for street resurfacing in FY2019 is \$820,000.

Traffic Signal & Intersection Improvements

This Program will fund traffic signal improvements, intersection improvements, and new traffic signal installations where none currently exist. In FY2019, DPW will evaluate intersection prioritization for future projects.

Sidewalk Program

This Program funds improvements to the network of sidewalks throughout the community. There are over 160 miles of accepted sidewalks in Needham. Over half of the Town's sidewalks do not comply with current standards and require significant improvements, including the installation of handicapped ramps. Sidewalk improvements must comply with Federal and State laws and construction standards. The target funding for FY2019 is \$500,000.

Storm Drain Capacity Improvements

This Program provides funding to improve roadway drainage capacity. The Town's Stormwater Master Plan identified a number of areas throughout Needham where improvements are required to resolve flooding problems and illicit discharge. Since the issuance of the Stormwater Master Plan numerous multi-unit developments have been built or planned in the Town of Needham. These developments include new roads with drainage structures and roof or sump connections that are then connected to existing Town systems. These new connections have increased the load on the Town's drainage system and caused flooding in some areas. Due to extensive drainage repairs that were required on Greendale Avenue, funds for FY2018 were diverted to that project. Unless circumstances dictate otherwise, FY2019 funding of \$103,500 is planned for engineering and design for Ardmore Road and Hunnewell Street.

Storm Drain System Repairs

This Program provides funding to repair failing storm drainage infrastructure within Town easements that have been discovered through investigation work. These projects will include the replacement of existing culverts that have deteriorated over time and are restricting flow. This work will eliminate flooding and capacity issues in the immediate vicinity. Unless circumstances dictate otherwise, FY2019 funding in the amount of \$100,000 is targeted for engineering and design for 470 South Street.

Brooks and Culverts – Repair and Maintenance

It is the intention of the DPW to address the issue of poorly draining brooks, streams, waterways, and culverts throughout the Town that have been severely damaged by heavy rains/storms in the past. Flooding has caused the failure of retaining walls, resulting in extensive erosion and silt deposits in brooks and streams. The silt has provided a medium for vegetation and affected the flow of water, and the situation has resulted in the loss of useable abutting property and flooded basements. The Environmental Protection Agency (EPA) is currently finalizing stronger requirements for stormwater and permitting under the NPDES permit. Unless circumstances require otherwise, FY2019 funding in the amount of \$250,000 is planned for construction in Meredith Circle.

Roadway Reconstruction

The Town evaluates the sight distance, drainage, handicap ramps, sidewalks, subsurface utilities, public utility poles and overhead utilities of all roads. The physical condition of roads to be considered for full reconstruction includes shape, foundation and traffic volume. This is a multi-year process requiring surveying, designing, utility evaluation and construction. Some of the roads that may be targeted for full reconstruction in the future include: Marked Tree Road, Nehoiden Street, Kingsbury Street, sections of Central Avenue, and Webster Street from Dedham Avenue to South Street. No funding is allocated to the Roadway Reconstruction category in FY2019.

Bridge Repairs

Surrounded on three sides by the Charles River, the Town jointly maintains a number of bridges with neighboring communities. The Massachusetts Bridge Inspection Program has identified a number of bridges that have some level of deficiency and has recommended repairs. This Program is essential to improve the structural and/or surface integrity of all bridges throughout Needham. No funding is proposed for this category in FY2019.

Guardrail

Many of the Town's guardrails are noncompliant and the DPW is preparing a plan to systematically upgrade existing guardrails to make them both compliant and aesthetically pleasing. No funding is proposed for this category in FY2019.

ARTICLE 35: **APPROPRIATE FOR PUBLIC WORKS STORAGE FACILITY**

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$7,615,000 for design and construction of the Public Works Storage Facility, including costs incidental or related thereto, to be spent under the direction of the Permanent Public Building Committee and Town Manager, and to meet this appropriation that \$1,382,000 be transferred from Free Cash, that \$944,000 be transferred from Sewer Enterprise Fund Retained Earnings, and that \$1,786,000 be transferred from Water Enterprise Fund Retained Earnings, and that the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow \$3,503,000 under Massachusetts General Law Chapter 44, Section 7; and that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Massachusetts General Law Chapter 44, Section 20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The recently completed DPW relocation feasibility study determined that all of the vehicle storage required to fulfill DPW operations programming needs cannot fit on the existing site (470/484 Dedham Avenue). The existing site has been approved by the Board of Selectmen as the preferred site for the ultimate reconstruction of the facility. Weston & Sampson evaluated many options and locations, recommending that a storage facility be constructed in a remote location. After reviewing recommendations with the PPBC and Board of Selectmen, Weston & Sampson has recommended that the facility be located near the RTS on Central Avenue. The storage facility will address the needs of a modernized DPW facility and organization, including providing shelter for Town equipment which will increase its service life. The feasibility process included the development of a comprehensive vehicle and equipment list, including towed, ride-on, and small portable equipment along with classified storage type

(i.e. garaged vs. covered), and presented equipment storage scenarios. This request will fund both the design and construction of the facility.

ARTICLE 36: APPROPRIATE FOR RTS ENTERPRISE FUND CASH CAPITAL

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$345,360 for RTS Enterprise Fund Cash Capital, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from RTS Enterprise Fund Retained Earnings; or take any other action relative thereto.

Group	Description	Recommended	Amendment
RTS	Fleet Replacement - Specialized Equipment	\$245,360	
RTS	Big Belly Trash Cans	\$100,000	
		\$345,360	

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

Article Information:

Smart Technology Trash Cans

The Town has been investigating long term strategies for reducing public litter. Over the past year, the DPW has met with vendors to review a Town-wide deployment of waste management receptacles. These receptacles have two compartments, one for recycling and one for trash, with solar powered compactors, and technology that provides an alert when the receptacles are full. The Town is pursuing a pilot program to deploy these receptacles at recreational facilities around Town. This deployment will include 12 trash and recycling receptacles. Eleven receptacles will be solar powered compactors and one will be a solar powered non-compactable receptacle. The solar powered compactors will be deployed in areas of high trash volume and the non-compactable receptacle will be deployed in an area that is not prone to substantial trash generation. The receptacles will be purchased by the Town and their impact on reducing overflowing trash and minimizing odors will be monitored. There is a potential in the future to either purchase or lease additional receptacles.

RTS Enterprise Fund Fleet Replacement – Specialized Vehicles

Unit #	Division	Current Vehicle Type	Vehicle Year	New Vehicle Type	Amount
143	RTS	Front End Loader	2010	Front End Loader	\$245,360

ARTICLE 37: APPROPRIATE FOR RTS PROPERTY REPAIRS

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$645,000 for RTS Property Repairs, including costs incidental or related thereto, to be spent under the direction of the Town Manager, and to meet this appropriation the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow \$645,000 under Massachusetts General Law Chapter 44, Section 7; and that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Massachusetts General Law Chapter 44, Section 20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; or take any other action relative thereto.

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

Article Information: This funding will enable the Town to make repairs to the Recycling & Transfer Station (RTS) facility to increase efficiency, comply with regulatory requirements, and improve the facility function. The Town’s design consultant conducted two evaluations in 2016 on the roof and structure of the 1998 building. Emergency structural repairs were made to address immediate safety concerns in the building, including cleaning and painting of the steel framing, and repairs to the fire protection system. The remaining structural repairs that must be addressed include repairs to the pre-engineered metal framing, additional repairs to the fire protection system, additional cleaning and painting of the steel framing, roof repair, installation of a fall protection/warning system at tipping pit, replacement of the steel approach at tipping pit, and repair of the slab-on-grade. This funding will support the design, engineering, and construction of these items.

ARTICLE 38: APPROPRIATE FOR SEWER ENTERPRISE FUND CASH CAPITAL

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$1,357,111 for Sewer Enterprise Fund Cash Capital, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Sewer Enterprise Fund Retained Earnings; or take any other action relative

Group	Description	Recommended	Amendment
Sewer	Fleet Replacement Program	\$132,111	
Sewer	Sewer Main Extension Zone I and II	\$690,000	
Sewer	Sewer Main Replacements	\$330,000	
Sewer	Sewer System Infiltration & Inflow Removal	\$205,000	
		\$1,357,111	

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

Article Information

Sewer Main Extension Zones I and II

The Massachusetts Department of Environmental Protection designates certain sensitive areas for aquifer protection. The Zone I and Zone II aquifer protection areas for the Charles River Wellfield

include homes with private septic systems. Zone I includes land within a 400 foot radius of existing or potential public water supply wells, and Zone II includes the area of an aquifer that, given the most severe pumping and recharge conditions that can be realistically anticipated, would potentially be affected by nearby septic systems. All three of Needham's wells are located in an area that is vulnerable to contamination from nearby septic systems. Extending the sewer main will enable access to homes within Zones I & II and reduce the risk of contamination. This funding will support the installation of a new sewage pumping station and extension of the sewer main in Winding River Road.

Sewer Main Replacements

The Greendale Avenue/Route 128 sewer interceptor is in need of rehabilitation/replacement. The existing sewer line is deteriorating and in need of rehabilitation/replacement. This funding will replace or reline 12,000 feet (2.25 miles) of 18 inch reinforced concrete gravity sewer main running through Town property in the Right of Way from Greendale Avenue near Cheney Street towards Route 128, and along the Route 128 Right of Way to Great Plain Avenue. This interceptor sewer collects and conveys waste water from numerous sewer lines. FY2019 funding will be allocated to a feasibility study for this project.

Sewer System Infiltration and Inflow Removal

The Town recently completed a study identifying priority areas for inflow and infiltration removal for the next ten years. The Town of Needham, along with numerous other communities, is under Administrative Orders from the Department of Environmental Protection (DEP) to identify and remove Infiltration and Inflow (I/I) in existing sewer systems. Infiltration is defined as groundwater or storm water runoff that enters the system through deteriorated pipe or manhole structures that need to be repaired. Inflow is defined as clean, non-septic water, which is introduced to the system. This water is generally produced by residential sump pumps that drain basements. Unless circumstances require otherwise, this funding will support the design of the removal of the remaining locations of identified infiltration in the system.

Sewer Enterprise Fund – Core Fleet Replacement

Unit #	Division	Current Vehicle Type	Vehicle Year	New Vehicle Type	Amount
28	Sewer	Work Truck Class 3 Flat Bed	2001	Work Truck Class 3 Pick Up	\$64,247
94	Sewer	Work Truck Class 2B Pick Up#	2014	Work Truck Class 3 Pick Up	\$67,864
Total					\$132,111

The vehicle will be retained as a backup vehicle.

ARTICLE 39: APPROPRIATE FOR WATER ENTERPRISE FUND CASH CAPITAL

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$1,525,048 for Water Enterprise Fund Cash Capital, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Water Enterprise Fund Retained Earnings; or take any other action relative thereto.

Group	Description	Recommended	Amendment
Water	Fleet Replacement Program	\$355,048	
Water	Birds Hill Water Tank	\$340,000	
Water	Water Distribution System Improvements	\$830,000	
		\$1,525,048	

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

Article Information:

Birds Hill Water Tank

The water tank located at Birds Hill ensures that the Town is able to maintain proper operating system pressure of the water distribution system. The tank is filled through one central pipe at the bottom of the tank — and this is also how the tank is drained. The movement of water is therefore predominately at the bottom of the tank. This tank is 100 feet in diameter at the foundation and is 45 feet in elevation. This funding will allow the Town to install a mixing valve that will circulate water throughout the tank. The improved circulation will assist in maintaining chlorine levels inside the tank, improving water quality.

Water Distribution System Improvements

Water System Rehabilitation

Through the Water System Rehabilitation Program, the Town’s water infrastructure is continually evaluated to assess functionality and performance, and to identify areas in need of repair. Water infrastructure requires ongoing attention and periodic replacement, and portions of the Town’s water infrastructure are 75+ years old and approaching the end of their useful life. A diligent rehabilitation program encompassing maintenance, repair, and replacement ensures a continual supply of water to the public. The Department of Public Works prioritizes replacement of water pipes based upon pipe condition, water break history, and adequacy of water flow to fire hydrants. Unless circumstances require otherwise, the FY2019 funding will support the replacement of 8 inch water mains on Bennington Street from High Street to Concord Street (unlined) and on Country Way (unlined).

Water Main Replacement

This request is to replace a total of 11,500 linear feet of 14 inch water main. The existing water line dates from 1936-1939 and is cast iron with bitumastic or coal tar liner. The water quality in areas serviced by this line is a concern, as the lining of these pipes breaks down over time causing discoloration in the water. In 2008, the Town began addressing areas served by this type of piping, which at the time was approximately 19,000 linear feet. The 14 inch water main was relined from the Charles River Water Treatment Facility to Grove Street. In 2010, the second phase of this project replaced the 14 inch water main with a new 16 inch water main extending from Grove Street to Central Avenue. In FY2016, the Town replaced the water main in Oak Street from Maple Street to Chestnut Street and in Chestnut Street from Oak Street to School Street. Unless circumstances require otherwise, FY2019 funding will be allocated to the construction of the remaining 11,500 linear feet of water main to be replaced from the intersection of Pine Street to Marked Tree Road to Oak Street, and Maple Street. The 14 inch water main will be replaced by a 16 inch water main.

Water Enterprise Fund Fleet Replacement – Specialty Equipment

Unit #	Division	Current Vehicle Type	Vehicle Year	New Vehicle Type	Amount
14	Water	Heavy Truck Class 8 Dump Truck	2009	Heavy Truck Class 8 Dump Truck	\$239,404
22	Water	Work Truck Class 4 Utility Box	2009	Work Truck Class 4 Utility Box	\$115,644
Total					\$355,048

TOWN RESERVE ARTICLES

ARTICLE 40: APPROPRIATE TO ATHLETIC FACILITY IMPROVEMENT FUND

To see if the Town will vote to raise, and/or transfer and appropriate the sum of \$63,378 to the Athletic Facility Improvement Fund, as provided under the provisions of Massachusetts General Law Chapter 40, Section 5B, as further amended by Section 22 of Chapter 218 of the Acts of 2016, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: Massachusetts General Law Chapter 40, Section 5B, allows the Town to create one or more stabilization funds for different purposes. A stabilization fund is a special reserve fund into which monies may be appropriated and reserved for later appropriation for any lawful municipal purpose. Monies accumulated in a stabilization fund carry forward from one fiscal year to another. Interest earned from the investment of monies in the stabilization fund remains with that fund. Town Meeting by majority vote may appropriate into the fund and by a two-thirds vote appropriate from the fund. The 2012 Annual Town Meeting approved the creation of the Athletic Facility Improvement Fund to set aside capital funds for renovation and reconstruction of the Town's athletic facilities and associated structures, particularly at Memorial Park and DeFazio Park Field Complex. The replacement of the synthetic turf fields at Memorial Park and DeFazio Park Field Complex is estimated to be \$2.5 million in FY2020. The requested appropriation continues the method of benchmarking to Park and Recreation administrative fee receipts from the most recent completed fiscal year (FY2017), The balance in the fund as of March 30, 2018 was \$4,380,174.

ARTICLE 41: APPROPRIATE TO CAPITAL IMPROVEMENT FUND

To see if the Town will vote to raise, and/or transfer and appropriate the sum of \$141,413 to the Capital Improvement Fund, as provided under the provisions of Massachusetts General Law Chapter 40, Section 5B, as further amended by Section 22 of Chapter 218 of the Acts of 2016, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Explanation: Massachusetts General Law Chapter 40, Section 5B, allows the Town to create one or more stabilization funds for different purposes. A stabilization fund is a special reserve fund into

which monies may be appropriated and reserved for later appropriation for any lawful municipal purpose. Monies accumulated in a stabilization fund carry forward from one fiscal year to another. Interest earned from the investment of monies in the stabilization fund remains with that fund. Town Meeting by majority vote may appropriate into the fund and by a two-thirds vote appropriate from the fund. The 2004 Annual Town Meeting under Article 58 approved the creation of Capital Improvement Stabilization Fund for the purpose of setting aside funds for time-sensitive and critical capital item(s) at times when ordinary funding sources are limited or not available. Over time, as the fund grows and is supported, it will be one of the tools in the overall financial plan of the Town. Maintaining and supporting such funds is looked upon favorably by the credit rating industry. The recommended appropriation of is equal to the amount that the Town received from the sale of surplus equipment during FY2017. This was one of the sources identified to be contributed to the fund. The balance in the fund as of March 30, 2018 was \$742,357.

ARTICLE 42: APPROPRIATE TO CAPITAL FACILITY FUND

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$1,817,000 to the Capital Facility Fund, as provided under the provisions of Massachusetts General Law Chapter 40, Section 5B, as further amended by Section 22 of Chapter 218 of the Acts of 2016, and to meet this appropriation that \$431,000 be raised from the Tax Levy, and that \$1,386,000 be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

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

Article Information: Massachusetts General Law Chapter 40, Section 5B, allows the Town to create one or more stabilization funds for different purposes. A stabilization fund is a special reserve fund into which monies may be appropriated and reserved for later appropriation for any lawful municipal purpose. Monies accumulated in a stabilization fund carry forward from one fiscal year to another. Interest earned from the investment of monies in the stabilization fund remains with that fund. Town Meeting by majority vote may appropriate into the fund and by a two-thirds vote appropriate from the fund. The 2007 Annual Town Meeting under Article 10 approved the creation of the Capital Facility Fund, as part of the Town's planning strategy for addressing capital facility maintenance needs by providing a reserve to address extraordinary building repairs and related expenses at times when other resources are unavailable. The purpose of this fund is to allow the Town, from time to time, by appropriation, to reserve funds for design, maintenance, renovation, or reconstruction relating to the structural integrity, building envelope, or MEP (mechanical, electrical, plumbing) systems of then-existing capital facilities. The October 2, 2017 Special Town Meeting appropriated \$1,817,000 as a funding source for the reconstruction and expansion of Needham High School. The School Committee, Finance Committee and Board of Selectmen stated at that time their intent to restore the funding as soon as practicable. The balance in the fund as of March 30, 2018 was \$26,749.

MARIJUANA ESTABLISHMENT ARTICLES

ARTICLE 43: AMEND ZONING BY-LAW – MARIJUANA ESTABLISHMENTS

Whereas Needham being a town in which the majority of voters voted in the negative on question 4 on the 2016 state election ballot, entitled "Legalization, Regulation, and Taxation of Marijuana" the Planning

Board offers the following amendment. To see if the Town will vote to amend the Needham Zoning By-Law, as follows:

- (1) In Section 1.3, Definitions, by adding the following term and definition in the appropriate alphabetical location as follows:

“Marijuana Establishment: Any type of “marijuana establishment” as defined in G.L. c.94G, Section 1, including marijuana cultivators (including craft marijuana cultivator cooperatives), independent testing laboratories, marijuana product manufacturers, marijuana retailers (including delivery-only retailers and social consumption operation retailers whether as a primary use or mixed or accessory use), or any other type of licensed marijuana-related business (excluding Medical Marijuana Treatment Centers as defined below). ”

- (2) In Section 3.1, Basic Requirements, Subsection 3.1.2, Prohibited Uses, by inserting at the end of the first paragraph a new sentence, which shall read as follows:

“Use of any premises in any district as a Marijuana Establishment is hereby prohibited.”

- (3) In Section 3.2, Schedule of Use Regulations, Subsection 3.2.1, Uses in the Rural Residence-Conservation, Single Residence A, Single Residence B, General Residence, Apartment A-1, Apartment A-2, Apartment A-3, Institutional, Industrial, and Industrial-1 Districts, by inserting immediately below the row that reads “Medical Marijuana Treatment Center” a new entry, which shall read as follows:

“Use	<u>RRC</u>	<u>SRB</u>	<u>GR</u>	<u>A-1,2</u>	<u>I</u>	<u>IND</u>	<u>IND-1</u>
	<u>SRA</u>			&3			
Marijuana Establishment	N	N	N	N	N	N	N”

- (4) In Section 3.2, Schedule of Use Regulations, Subsection 3.2.2, Uses in the Business, Chestnut Street Business, Center Business, Avery Square Business and Hillside Avenue Business Districts, by inserting immediately below the row that reads “medical clinic” a new entry, which shall read as follows:

“Use	<u>B</u>	<u>CSB</u>	<u>CB</u>	<u>ASB</u>	<u>HAB</u>
Marijuana Establishment	N	N	N	N	N”

Or take any other action relative thereto.

INSERTED BY: Planning Board

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

Article Information: The issues around the legalization of marijuana in Massachusetts, first medicinal in 2013, followed by recreational in 2016, continue to require municipal action in order to appropriately regulate this new use at the local level. Currently, the Needham Zoning By-Law permits a Medical Marijuana Treatment Center in the Mixed Use-128 District and in the Industrial-1 District where marijuana may be grown, processed or sold and an Off-Site Medical Marijuana Dispensary in the Highland Commercial-128 District where marijuana may be sold but not grown or processed. At the

present time there is one Medical Marijuana Treatment Center in Needham, located at 29 Franklin Street, where medicinal marijuana is sold. Recreational marijuana establishments in Needham are currently prohibited under a zoning moratorium adopted at the May 2017 Annual Town Meeting, which is set to expire on December 31, 2018. The Massachusetts Cannabis Control Commission (CCC) has finalized its regulations, which provide that the CCC will begin accepting applications for recreational (adult use) marijuana establishments on April 1, 2018. Since Needham adopted its moratorium before the CCC was to begin licensing non-medical marijuana establishments, no recreational establishments may be permitted in Needham during the moratorium and such establishments would be prohibited under the Needham Zoning Bylaw as of January 29, 2018 if this amendment takes effect.

On November 8, 2016, Massachusetts voters approved Question 4 legalizing the recreational use of marijuana (Chapter 334 of the Acts of 2016), but in Needham, the vote on Question 4 was 8,203 in favor and 9,964 against. On July 28, 2017 the Massachusetts State Legislature approved “An Act to Ensure Safe Access to Marijuana” which allowed municipalities that voted against Question 4 to prohibit marijuana establishments by adopting a by-law or by-laws for such purposes. Articles 43 and 44 are proposed to carry out and codify the action taken by the voters of the Town of Needham on Question 4 by prohibiting all types of recreational marijuana establishments in all districts of the Town, including cultivation, testing, product manufacturing, retail and any other type of recreational marijuana-related business in Needham. The amendment serves just to prohibit recreational marijuana establishments from locating in Needham and will not affect any other aspects of the recent legalization of recreational and medicinal marijuana. Personal possession and use by adults of marijuana, growing a limited number of plants at home for personal use, and the ability of licensed and regulated Medical Marijuana Treatment Centers and Off-Site Medical Marijuana Dispensaries to locate in Needham would all be unaffected by these changes.

ARTICLE 44: AMEND GENERAL BY-LAW/MARIJUANA ESTABLISHMENTS

To see if the Town will vote to amend the Town’s General Bylaws by adding a new Section 3.10, Marijuana Establishments, as follows:

“Section 3.10 Marijuana Establishments All types of “marijuana establishments” as defined in G.L. c.94G, §1, including marijuana cultivators, independent testing laboratories, marijuana product manufacturers, marijuana retailers or any other types of licensed marijuana-related businesses, shall be prohibited within the Town of Needham. Exempt from the provisions of this prohibition are medical marijuana treatment centers operated under a medical use marijuana license in accordance with the provisions of G.L. c. 94I,” or take any action relative thereto.

INSERTED BY: Board of Selectmen

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

Article Information: Included in this warrant under Article 43 is a proposal to amend the Zoning By-Law to prohibit the location of marijuana establishments in any zoning district in the Town of Needham. Chapter 55 of the Acts of 2017, An Act to Ensure Safe Access to Marijuana, is ambiguous as to whether a by-law prohibiting marijuana establishments in the Town must be zoning or general in nature. As such, Town Counsel has recommended that the Town adopt both a general and zoning by-law to enact such a prohibition.

GENERAL ARTICLES

ARTICLE 45: NON-BETTERMENT STREET ACCEPTANCE – PANDOLF LANE

To see if the Town will vote to accept the following streets or portions thereof, constructed by developers under the requirements of the Subdivision Control Law and as laid out by the Board of Selectmen in accordance with plans on file with the Town Clerk, including the taking or acceptance of easements as shown on said plans: Pandolf Lane; or take any other action relative thereto

INSERTED BY: Board of Selectmen

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

Article Information: Pandolf Lane was constructed by a developer in conformance with the Town's design standards. This article, if accepted, will make Pandolf Lane a Public Way.

ARTICLE 46: AMEND GENERAL BY-LAW /PUBLIC CONSTRUCTION

To see if the Town will vote to amend the General By-Laws by deleting section 2.6.1 and inserting in place thereof the following:

“2.6.1 Building Design and Construction Department There is hereby established a Building Design and Construction Department under the authority of the Town Manager. The Department shall be responsible for managing the design (including feasibility studies), construction, reconstruction, alteration or enlargement of all buildings owned by the Town or constructed on land owned, leased, licensed or operated by the Town. These projects will be under the jurisdiction of the Permanent Public Building Committee as provided below, for which the Building Design and Construction Department will provide support.”

And by deleting Section 2.6.2 and inserting in place thereof the following:

“2.6.2 Permanent Public Building Committee There shall be a Permanent Public Building Committee (hereinafter “Committee”) responsible for overseeing the design (including feasibility studies), construction, reconstruction, alteration or enlargement of all buildings owned by the Town or constructed on land owned, leased, licensed or operated by the Town.”

And by deleting Section 2.6.2.2 and inserting in place thereof the following:

“2.6.2.2 Each of the members appointed by the Appointing Authority shall be a registered voter of the Town of Needham. No member appointed by the Appointing Authority shall be a paid employee of the Town, or serve as an elected official, or elected member of another standing Town board, committee or commission, except Town Meeting, or serve as an appointed member of another standing Town board, committee, or commission directly involved in the design, permitting, and/or financing of public buildings.”

And by deleting Section 2.6.2.18 and inserting in place thereof the following:

“2.6.2.18 Except as the laws of the Commonwealth may otherwise require, the Chair of the Committee, or his or her designated representative, shall, upon the termination of the Project Committee: (1) provide the User Agency and the Department of Public Works – Building Maintenance Division (hereinafter “BMD”) with a complete and final set of drawings and specifications of the finished structure, as-built drawings, Operations and Maintenance Manuals, all other contract documents, and shall provide to the User Agency and BMD all papers guaranteeing the building or any feature thereof (hereinafter “warrantees”), attic stock materials used therein, or work done thereon, and (2) post a digital copy of remaining records and reports on the Town server for the purpose of maintaining detailed records, including any inventory indicating what papers, materials and records were deposited with the User Agency and BMD. Subject to the approval of the Town Clerk and the requirements of M.G.L. Chapter 66, the user Agency and BMD may destroy that portion of the material provided to the User Agency and BMD determined to have no substantial value.”

And by deleting Section 2.6.19, or take any other action relative thereto.

INSERTED BY: Board of Selectmen

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

Article Information: The purpose of this amendment is to update language to recognize the transfer of the building maintenance function to the Department of Public Works, to acknowledge that the role of the PPBC and Department includes both design and construction, to widen the pool of candidates to be considered for membership on the PPBC, and to be consistent with modern practices. The name of the Department that previously included both design and construction and building maintenance has been the “Public Facilities Department.” Now that the building maintenance function is a division of the Department of Public Works, the article would change the name of the remaining department to “Building Design and Construction Department.” The existing By-Law restricts appointed members of standing committees from serving as members of the PPBC. The proposed revision would allow those appointed to standing committees that are not involved in the design, permitting or financing of public buildings to serve on the PPBC. The proposed amendment also reflects current administrative practices, such as archiving digital versions of construction documents rather than in paper at the Public Library.

ARTICLE 47: AMEND GENERAL BY-LAW /CONTRACT PROCEDURES

To see if the Town will vote to amend the General By-Laws by deleting in Section 2.1.3 the sum \$25,000 and inserting in place thereof the sum “\$50,000,” and by deleting the words “for Curriculum” after the words “Online Subscription Services,” and by inserting at end of the Section the phrase “Appraisal Services for Revaluation 5,” and by alphabetizing the list of contract types, or take any other action relative thereto.

INSERTED BY: Board of Selectmen

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

Article Information: The purpose of this article is to amend the Town’s By-Laws to reflect recent changes made to municipal finance under the Municipal Modernization Act and to allow greater flexibility in procuring online subscription services (software as a service). MGL Chapter 30B section 4 was amended by changing the maximum dollar amount for which written quotes may be solicited from \$25,000 to \$50,000. The amendment to section 2.1.3 of the Town’s By-laws would require Town Counsel’s approval of the form of the contract in amount of \$50,000 or more. The Act changed the frequency with which DOR must certify that local property assessments reflect fair cash valuation from every three years to every five years. The certification is a condition of approving the municipality’s

property classifications for purposes of allocating responsibility for the local tax levy. In order to better ensure that an outside company which may assist the Town with its property valuation duties for taxation is under contract for the full certification cycle, the Town's By-Laws would be amended to allow contracts for Appraisal Services for Revaluation to be for up to five years. Without the addition of this type of contract, the Town is limited to three years. The amendment to strike "for Curriculum" from the contract length will enable the Town to enter into contracts greater than three years for online subscription services beyond those used for education. There are an increasing number of companies and organizations that are changing their service models to be subscription based, and in order to obtain better terms and conditions, and be more efficient, the ability to enter into agreements for non-curriculum subscription services for longer periods is needed. The final change would allow the Town Clerk to alphabetize the list of contracts in the Town's By-Laws.

ARTICLE 48: AMEND GENERAL BY-LAW /VACCINATION REQUIREMENT

To see if the Town will vote to amend the General By-Laws by inserting a new Section 3.7.9, Vaccination Requirement, as follows:

“3.7.9 Vaccination Requirement Whoever is the owner of a pet (dog or cat or ferret) six months of age or older shall cause such pet (dog or cat or ferret) to be vaccinated against rabies by a licensed veterinarian using a vaccine approved by the Department of Public Health. Such owner shall produce a veterinarian's certificate that such pet (dog or cat or ferret) has been so vaccinated setting forth the date of such vaccination and the duration of immunity, or a notarized letter from a veterinarian that a certification was issued. An exemption from such vaccine may be granted by the Board of Health only upon presentation of a licensed Massachusetts veterinarian's certificate stating that because of an infirmity, other physical condition or regimen of therapy, such inoculation is considered inadvisable for a specified period of time for such reasons as provided in MGL Chapter 140 s.145B.

3.7.9.1 Unvaccinated pets (dogs or cats or ferrets) acquired or brought into the Town shall be vaccinated within thirty days after acquisition or entry into the Town or upon reaching the age of six months, whichever comes later.

3.7.9.2 Unvaccinated pets (dogs or cats or ferrets) shall be re-vaccinated in accordance with rules and regulations adopted and promulgated by the Department of Public Health.

3.7.9.3 Whoever violates this section shall be punished by a fine of not more than one hundred dollars per animal, or by a non-criminal penalty of fifty dollars per animal.”

Or take any other action relative thereto.

INSERTED BY: Town Clerk

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

Article Information: MGL Chapter 140 Section 145B requires owners of dogs, cats, and ferrets to be vaccinated against rabies. Owners who do not qualify for an exemption who fail to have a pet vaccinated shall be punished by a fine of not more than \$100. The purpose of this proposed amendment to the General By-Laws is to authorize the Town to fine such violators in compliance with the revised State statute.

ARTICLE 49: REVOKE M.G.L. C. 44 SECTION 53F ½ - RTS ENTERPRISE FUND

To see if the Town of Needham will revoke the provisions of Chapter 44 Section 53F1/2 of the Massachusetts General Laws, ceasing the Solid Waste and Recycling services as an enterprise fund effective fiscal year 2020; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The Assistant Town Manager/Director of Finance, after consultation with a working group of citizens, has recommended that RTS operations be consolidated into the General Fund in FY2020. There have been growing service demands on the operations of the RTS over the years that do not generate revenue. The continuation of the pay-per-throw program and the elimination of the sticker fee are important components of the Town goal of encouraging greater recycling. The RTS Enterprise Fund has had a growing dependence on the General Fund in order to cover the cost of operations – a trend unlikely to reverse. It is also apparent that enterprise receipts are insufficient to fully fund even the basic infrastructure improvements that have been identified at the facility. The transition is proposed for FY202 in order to allow a smoother transition from Enterprise Fund to General Fund.

ARTICLE 50: HOME RULE PETITION/AMEND TOWN CHARTER

To see if the Town will vote to authorize the Board of Selectmen to petition the General Court, in compliance with Clause (1), Section 8 of Article LXXXIX of the Amendments of the Constitution, to the end that legislation be adopted precisely as follows;

Be it enacted by the Senate and House of Representatives in the General Court assembled, and by authority of same, as follows:

SECTION 1. Chapter 403 of the acts of 1971, as most recently amended by Chapter 114 of the Acts of 2015 be amended as follows:

1. By striking out the terms “selectmen” and “board of selectmen” wherever they appear and inserting in place thereof the term “select board”.
2. In Section 7. Town Meeting Members at Large, by striking out the word “chairmen” and inserting in place thereof the word “chair” and further amend the section by inserting at the end of the second paragraph of said Section 7 the following sentence: “The designation as a town meeting member at large under clause (e) of the first paragraph of this section shall apply to the chair of the elected board as of the tenth day following the annual town election.”
3. By striking out Section 16 of the Charter and inserting in place thereof the following section:

“Section 16. Select Board. There shall be a select board for the town consisting of 5 members elected at each annual town election for terms of 3 years. The select board is the entity historically known as the board of selectmen, and possesses all the duties, authorities, and legal rights and responsibilities of the Town of Needham’s board of selectmen. The select board shall continue to have and exercise all the powers and duties vested in boards of selectmen by the laws of the commonwealth or by vote of the town, except as otherwise provided herein. For the

purposes of the charter and the by-laws of the town, the term “selectmen” or “board of selectmen” shall mean select board.

Members of the select board may be addressed as “select board member,” or “board member,” “selectwoman,” or “selectman.”

The select board shall have the general authority to execute the civil defense laws within the town and to make any declaration of emergency required by law.”

4. In Section 19, Other Elected Officers, by striking out the words “3 members of the board of health for a term of 3 years” and inserting in place thereof the words “5 members of the board of health for a term of 3 years.”

SECTION 2. At the annual town election in 2019 the two additional positions on the board of health shall be placed on the ballot. The candidate receiving the most votes shall be elected for a term of 3 years. The candidate receiving the second most votes will be elected for a term of 2 years. Thereafter each position shall be for a term of 3 years.

SECTION 3. This act shall take effect upon its passage.”

Or take any other action relative thereto.

INSERTED BY: Board of Selectmen

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

Article Information: There are three facets of this proposed home rule petition: to clarify the designation of Town Meeting Members at large, to transition to gender-neutral language, and to expand the Board of Health from three members to five members. The designation of Town Meeting Member at Large applies to the chair of an elected board other than the Commissioners of Trust Funds. Because the Town election is held prior to the Annual Town Meeting, and the various boards and committees have different traditions as to when they elect a new chair, the proposed language would clarify that the designation as Town Meeting Member at Large will apply to the chair of the elected board as of the tenth day following the election.

The Board of Selectmen adopted a goal to review the Town By-Law and Charter to determine whether there is a need to update the language to eliminate reference to a single gender. The Board held a hearing on the subject of changing the name of the Board from “Board of Selectmen” to “Select Board,” and feedback was overwhelmingly positive. The proposed home rule petition would make that change. Finally, the Board of Health has requested an expansion of its membership from three (3) elected members to five (5) elected members. Such an expansion would help Board of Health members plan, discuss, and work collaboratively, augment the available training and professional experience level, and provide more resources and expertise with which to accomplish the Board’s mission.

ARTICLE 51: AMEND GENERAL BY-LAW /STORMWATER

To see if the Town will vote to amend the General By-Laws by inserting a new Article 7 as follows:

“ARTICLE 7

STORMWATER

SECTION 7.1 PURPOSE

The purpose of this By-Law is:

- (a) To prevent pollutants from entering the Town of Needham’s Municipal Separate Storm Sewer System (MS4);
- (b) To prohibit illicit connections and unauthorized discharges to the (MS4) and to require the removal of all such illicit connections;
- (c) To comply with state and federal statutes and regulations relating to stormwater discharges, including the NPDES MS4 Permit issued by the U.S. Environmental Protection Agency (EPA), the Massachusetts Stormwater Standards regardless of the location of the subject property relative to wetlands or other resource areas, and the Memorandum of Understanding (MOU) issued to the Town of Needham by the EPA in 1996;
- (d) To establish the legal authority to ensure compliance with the provisions of this By-Law through permitting, inspection, monitoring, and enforcement;
- (e) To control runoff and prevent soil erosion and sedimentation resulting from construction site stormwater runoff;
- (f) To promote infiltration and the recharge of groundwater;
- (g) To protect, maintain and enhance the public safety, environment, health, and general welfare by establishing minimum requirements and procedures to manage stormwater runoff, and;
- (h) To ensure that soil erosion and sedimentation control measures and stormwater runoff control practices are incorporated into the site planning and design process and are implemented and maintained.

SECTION 7.2 DEFINITIONS

For the purposes of this By-Law, the following definitions shall apply:

Alteration: Any activity that will change the ability of a ground surface area to absorb water or will change existing surface drainage patterns. Examples include, but are not limited to, construction of new structures, earthmoving, paving, and modification of existing vegetation.

Best Management Practices (BMPs): Structural, non-structural, and managerial techniques that are recognized to be the most effective and practical means to prevent or minimize increases in stormwater volumes and flows, reduce point-source and nonpoint-source pollution, and promote stormwater quality and protection of the environment.

Clean Water Act: The Federal *Water Pollution Control Act* (33 U.S.C. §§ 1251 *et seq.*) as it may hereafter be amended, and the Massachusetts Clean Water Act and Regulations.

Construction Site: Any site where activity is proposed or occurs that involves the alteration of land and involves a permit required by the Town.

Development: The alteration of land requiring an application for a building permit; or for a permit from the Planning Board, Board of Appeals, or Conservation Commission.

Illicit Connection: A surface or subsurface drain or conveyance that allows a discharge into the MS4 that is not entirely composed of stormwater or clean groundwater, including any connection from an indoor drain, sink, toilet, or laundry facility.

Illicit Discharge: Any direct or indirect discharge to the MS4 or the Waters of the Commonwealth that is not composed entirely of stormwater or clean groundwater, including, without limitation, any discharge of a pollutant, sewage, process wastewater, or wash water, except as exempted. The term does not include a discharge in compliance with a NPDES Stormwater Discharge Permit or a Surface Water Discharge Permit.

Impervious Surface: Any material or structure on, above or below the ground that prevents water from infiltrating through to the underlying soil. Impervious surfaces may include, without limitation: paved surfaces, parking lots, sidewalks, driveways, roof tops and swimming pools.

MOU: Memorandum of Understanding issued to the Town of Needham by the EPA in June 1996.

MS4 (Municipal Separate Storm Sewer System): The system of conveyances, owned or operated by the Town of Needham, that is designed or used for collecting or conveying stormwater, including any road with a drainage system, street, gutter, curb, inlet, piped storm drain, pumping facility, retention or detention basin, natural or man-made or altered drainage channel, swale, culvert, channel, catch basin, outfall, outlet, reservoir, or other drainage structure.

National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit: A permit issued by the United States Environmental Protection Agency or jointly with the state that authorizes the discharge of stormwater containing pollutants into waters of the United States.

New Construction – Construction or replacement of a structure, house or building which requires a Building Permit or construction/reconstruction of a parking lot requiring Planning Board or Board of Appeals approval.

Non-point Source Pollution: Rainfall or snowmelt that picks up pollutants as it moves across the ground.

Non-stormwater Discharge: A discharge that is not composed entirely of stormwater, such as sanitary waste or process water.

Operation and Maintenance (O&M) Plan: A plan setting the functional, financial and organizational mechanisms for the ongoing operation and maintenance of a stormwater management system to ensure that it continues to function as designed.

Person: An individual, partnership, association, firm, company, trust, corporation, agency, authority, department or political subdivision of the Commonwealth of Massachusetts or the federal government, to the extent permitted by law, and any officer, employee, or agent of such person.

Plot Plan: The plan that accompanies an application for a Building Permit.

Point Source: Any discernible, confined and discrete conveyance, including, without limitation, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged. The term does not include agricultural stormwater discharges and return flows from irrigated agriculture.

Pollutant: Any element or characteristic of sewage, agricultural, industrial or commercial waste, runoff, leachate, heated effluent, or other matter whether originating at a point or nonpoint source, that is or may be introduced into Needham's MS4 or waters of the Commonwealth. Pollutants shall include, but are not limited to:

- (a) Paints, varnishes, and solvents;
- (b) Oil and other automotive fluids;
- (c) Non-hazardous liquid and solid wastes and yard wastes;
- (d) Refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, accumulations and floatables;
- (e) Excess pesticides, herbicides, and fertilizers;
- (f) Hazardous materials and wastes;
- (g) Sewage, fecal coliform and pathogens;
- (h) Dissolved and particulate metals or nonmetals, including phosphorus;
- (i) Animal wastes;
- (j) Rock, sand, salt, silt, soils;
- (k) Construction wastes and residues; and
- (l) Noxious or offensive matter of any kind.

Recharge: The process by which groundwater and the underlying aquifer is replenished by the absorption of water.

Runoff: The water from rain, snowmelt or irrigation that flows over the land surface and is not absorbed into the ground, instead flowing into the MS4 or streams or other surface waters or land depressions.

Sanitary Sewer System: A separate underground conveyance system specifically for transporting sanitary waste operated separately and independently from the MS4, to which storm, surface, and ground waters are not lawfully admitted.

Small Diameter Drain Program: A Town of Needham Program allowing the extension of the Town's drainage system (MS4) by a series of 6 inch, 8 inch and 10 inch drain pipes used to collect roof drains and clean sump pump discharges.

Stormwater: Water originating from rainfall, and snow/ice melt runoff.

Stormwater Management: The use of structural or non-structural practices that are designed to reduce and control stormwater runoff pollutant loads, discharge volumes or peak flow discharge rates. Stormwater Management includes the use of Low-Impact Development (LID) management practices.

Watershed Management Plan: The plan developed for the Town of Needham subdividing watershed areas within the Town and depicting drainable soil areas appropriate for infiltration/recharge.

Waters of the Commonwealth: All waters within the jurisdiction of the Commonwealth of Massachusetts, including, without limitation, rivers, streams, lakes, ponds, springs, impoundments, estuaries, wetlands, coastal waters, groundwaters, and vernal pools.

SECTION 7.3 ADMINISTRATION

7.3.1 The Board of Selectmen shall adopt, and may periodically amend, Rules and Regulations to effectuate the purposes of this By-Law, after conducting a public hearing to receive Public comment.

7.3.2 The Department of Public Works shall be responsible for the day-to-day administration of this By-Law and its Regulations.

7.3.3 The Department of Public Works shall have the authority to investigate suspected illicit discharges and to require the elimination of illicit discharges.

SECTION 7.4 APPLICABILITY

7.4.1 All persons required to obtain a Building Permit for new construction, additions greater than 25% of the existing building footprint, in-ground pool, or out building (such as a separate Garage) shall be subject to the requirements of this Bylaw. All persons required to obtain Planning Board approval for a Site Plan or a Subdivision and/or a Board of Appeals Decision for new construction, additions greater than 25% of the existing building footprint, in-ground pool, or out building (such as a separate Garage) are also subject to the requirements of this Bylaw.

7.4.2 All applications requiring Planning Board, Zoning Board of Appeals, and/or Conservation Commission approval whether the issuance of a Building Permit is required or not shall include the Stormwater Management and Erosion Control provisions in the applications to the respective boards for their review and approval prior to the issuance of a Building Permit, or any development activity. The Department of Public Works shall participate in the review process and make recommendations to the Planning Board, Zoning Board of Appeals, and/or Conservation Commission as needed.

7.4.3 The applicant, or an agent thereof, shall obtain the approval of the Director of Public Works prior to any change or modification of an activity associated with the Stormwater Management and Erosion Control provisions of the Building Permit. The Director of Public Works shall approve or reject the change or modification in writing on the plot plan submitted within one (1) week of the receipt of such change or modification. In circumstances where Planning Board, Zoning Board of Appeals, and/or Conservation Commission approval is required prior to the issuance of a Building Permit or development activity, the respective Board or Commission's approval shall be obtained prior to any change or modification. The Director of Public Works, Planning Board, Zoning Board of Appeals, and/or Conservation Commission shall amend their original approvals and require additional stormwater runoff and erosion control measures prior to approval of the change or modification.

SECTION 7.5 ILLICIT DISCHARGE, DETECTION & ELIMINATION (IDDE)

7.5.1 Prohibited Activities

7.5.1.1 Illicit Discharges No person shall cause or allow an illicit discharge into the MS4 or into the Waters of the Commonwealth. This By-Law shall not exempt stormwater discharges from regulations under the National Pollutant Discharge Elimination System (NPDES) stormwater program where applicable.

7.5.1.2 Illicit Connections No person shall construct, use, allow, maintain or continue any Illicit Connection, regardless of whether the connection was permissible under applicable law, regulation or custom at the time of connection.

7.5.1.3 Obstruction of Municipal Storm Drain System No person shall obstruct or interfere with the normal flow of stormwater into or out of the MS4 without prior written approval from the Director of Public Works.

7.5.2 Regulated Activities

7.5.2.1 No person shall connect a pipe or other appurtenance to the Town of Needham Sanitary Sewer System or the MS4, or otherwise perform any modification, repair, rehabilitation, or replacement work on either system, without receiving an approved Sewer Connection Permit or Drainage Connection Permit from the Department of Public Works.

7.5.2.2 No person shall allow a pipe, swale or other point source to discharge onto a Public Way.

7.5.3 Exemptions The following Non-Stormwater Discharges are exempt from the requirements of this By-Law:

- (a) Water line flushing;
- (b) Landscape irrigation;
- (c) Diverted stream flows;
- (d) Rising ground waters,
- (e) Uncontaminated ground water (groundwater that is free of pollutants);
- (f) Discharges from potable water sources;
- (g) Air conditioning condensation;
- (h) Lawn watering;
- (i) Flows from wetland resource areas;
- (j) Discharges or flows from firefighting activities; and
- (k) Discharges necessary to protect public health, safety, welfare or the environment.

SECTION 7.6 EMERGENCY SUSPENSION OF STORM DRAIN SYSTEM ACCESS

The Director of Public Works may suspend MS4 access to any person or property without prior written notice when such suspension is determined to be necessary to prevent or terminate a threatened or actual discharge of pollutants that presents imminent risk of harm to the public health, safety, welfare or the environment. In the event that any person fails to comply with an emergency suspension order issued pursuant to this section, the Department of Public Works may take all reasonable steps to prevent or minimize harm to the public health, safety, welfare or the environment.

SECTION 7.7 STORMWATER MANAGEMENT AND EROSION CONTROL

7.7.1 Regulated Activities

7.7.1.1 Any activity requiring a Building Permit for new construction, addition greater than 25% of the existing building footprint, in-ground pool, or out building shall be subject to the requirements of this Bylaw.

7.7.1.2 A Stormwater Management and Erosion Control plan shall be required prior to undertaking any alteration of land that requires a Building Permit, Planning Board Decision, Zoning Board of Appeals Decision, and/or Conservation Commission Permit or Order.

7.7.2 Exempt Activities The following activities shall be exempt from this By-Law:

- (a) Any work or projects for which all necessary approvals and permits have been issued before the effective date of this By-Law;
- (b) Use of land for the primary purpose of agriculture, horticulture, floriculture, or viticulture, or the use, expansion, or reconstruction of existing structures for the primary purpose of agriculture, horticulture, floriculture, or viticulture, to the extent protected under the *Zoning Act, M.G.L. c. 40A, § 3*;
- (c) Customary cemetery management;
- (d) Normal maintenance of Town-owned public land, ways, public utilities and appurtenances; and
- (e) Emergency activities necessary to protect public health or safety.

7.7.3 General Requirements

7.7.3.1 A Stormwater Management and Erosion Control plan shall be submitted as part of a Building Plot Plan or independently with an application for a Building Permit, Planning Board application, Zoning Board of Appeals application, Conservation Commission application, and/or prior to any development activity.

7.7.3.2 The Stormwater Management and Erosion Control plan shall include provisions for a siltation/sedimentation barrier, stormwater recharge, stormwater runoff quality controls, and other structural and non-structural Best Management Practices to increase groundwater recharge and remove pollutants from stormwater. The Plan shall show an infiltration system with a minimum combined volumetric capacity of one (1) inch of rainfall depth over the total impervious area of the property (buildings and impervious surfaces).

7.7.3.3 As one option to satisfy Sections 7.7.3.1 and 7.7.3.2, for residential and commercial development with 4,000 square feet of impervious area or less, a Standard Infiltration Method (SIM) may be utilized consisting of the installation of drywells at one or more corners of the main dwelling/building to collect the roof runoff from the structure.

7.7.3.4 If drywells cannot be installed due to unsuitable soil type as identified on the town's Watershed Management Plan or due to shallow depth to groundwater, a small diameter drain shall be extended from the Town's stormwater drainage system (MS4) down gradient of the property to the property to collect the roof runoff from the main dwelling. If there is no portion of a drainage system within 100 feet of the property, the property owner shall contribute to a fund for the Town to construct a communal infiltration system on Town property. The contribution shall be an amount as determined by the Board of Selectmen per cubic foot of stormwater required to be recharged as described above.

7.7.3.5 An Operation and Maintenance Plan (O&M Plan) shall be submitted to the Director of Public Works for approval with the application for a Building Permit, Planning Board application, Board of Appeals application, or Conservation Commission application pursuant to this bylaw.. The Operation and Maintenance Plan shall be designed to ensure compliance with this By-Law in all seasons and throughout the life of the system. The O&M Plan shall be signed by the property owner.

7.7.3.6 Except as provided for in Section 7.7.3.3, as-built drawings stamped by a Massachusetts Registered Professional Engineer showing all stormwater management systems shall accompany the as-built Plot Plan at the completion of a project.

7.7.4 Design Criteria All Development shall satisfy the following design criteria:

- (a) Compliance with all applicable provisions of the Massachusetts Stormwater Standards issued in 1996 as amended, regardless of the proximity of the development to resource areas or their buffer

- zones, as defined by the *Wetlands Protection Act, M.G.L. c. 131, § 40* and its implementing regulations.
- (b) Compliance with the NPDES MS4 Permit Number M041237 approved September 2003, as amended.
 - (c) Compliance with the MOU issued to the Town by the EPA in June 1996 as amended through January 2001.
 - (d) Erosion and sediment controls must be implemented to prevent adverse impacts caused by the discharge of silt or sediment to municipal and/or abutting properties during and after land disturbance and construction activities.
 - (e) There shall be no change to the existing conditions of abutting properties from any increase in volume or peak rate of stormwater runoff or from erosion, silting, flooding, sedimentation or impacts to wetlands and other resource areas as defined in the Massachusetts Wetlands Protection Act and/or Needham Wetlands Protection By-Law.
 - (f) When any proposed discharge may have an impact upon streams, wetlands and/or storm sewers, the Director of Public Works may require minimization or elimination of this impact based on site conditions and existing stormwater system capacity.

SECTION 7.8 MAINTENANCE OF STORMWATER FACILITIES

[Reserved]

SECTION 7.9 SEVERABILITY

If any provision of this Article shall be found invalid for any reason in a court of competent jurisdiction, such invalidity shall be construed as narrowly as possible, and the balance of the Article shall be deemed to be amended to the minimum extent necessary, so as to secure the purposes thereof.

SECTION 7.10 ENFORCEMENT

The Department of Public Works shall enforce this By-Law, and any regulations, orders, violation notices, and enforcement orders made pursuant to this By-Law as follows:

7.10.1 The Director of Public Works may issue a written order to enforce the provisions of this By-Law or the regulations thereunder, which may include (but are not limited to) an order to:

- (a) eliminate illicit connections or discharges to the MS4;
- (b) perform monitoring, analyses, and reporting;
- (c) cease and desist unlawful discharges, practices, or operations; and
- (d) remediate contamination in connection therewith.

7.10.2 If the Director of Public Works determines that abatement or remediation of contamination is required, the order shall set forth a deadline by which such abatement or remediation must be completed. Said order shall further advise that, should the violator or property owner fail to abate or perform remediation within the specified deadline, it shall be a violation of this By-Law and the Director of Public Works may, at his or her option, authorize such work.

7.10.3 Any person or entity aggrieved by a decision of the Director of Public Works under this provision of this Stormwater By-Law may submit a letter of appeal to the Board of Selectmen who may affirm, amend, or overrule that decision.

7.10.4 If a person violates the provisions of this By-Law, or any regulation, permit, notice, or order issued thereunder, the Director of Public Works, with the approval of the Board of Selectmen, may seek injunctive relief in a court of competent jurisdiction to restrain such person from activities that would create further violations or to compel the person to perform abatement or remediation of the violation.

7.10.5 The remedies set forth in this Section are not intended to be exclusive of any other remedies available under applicable federal, state, or local law.”

7.11 EFFECTIVE DATE

This Stormwater By-Law shall be effective on October 1, 2018.”

Or take any other action relative thereto.

INSERTED BY: Board of Selectmen

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

Article Information: In June 1996, the Town of Needham entered into a Memorandum of Understanding (MOU) with the Environmental Protection Agency (EPA) agreeing to undertake a cleanup of its stormwater discharges into the Charles River. In May 2000, the Town agreed to incorporate the comments from the EPA and its consultant, the Center for Watershed Protection, into its Stormwater Management Plan. The Center for Watershed Protection recommended that all building permits receive approval from the DPW to ensure proper handling of stormwater and that the Town adopt stormwater regulations, similar to DEP Stormwater Regulations, to improve water quality throughout the Town.

In July 2003, the Environmental Protection Agency (EPA) finalized its National Pollutant Discharge Elimination System (NPDES) Phase II regulations for stormwater. The regulations required municipalities with separate storm sewer systems (MS4s) to improve stormwater quality within all urbanized areas to the Maximum Extent Practicable (MEP). It also required municipalities to obtain a permit from the EPA (administered in conjunction with the MA DEP) to allow stormwater discharges into the “Waters of the Commonwealth.” The 2003 regulations specified that a bylaw or other regulatory mechanism be adopted by the Town to provide the authority to enforce the 2003 regulations. For the initial five (5) year permit period, the Town elected to utilize existing regulatory mechanisms that had already been established and routinely exercised.

In 2016, the EPA revised the NPDES Phase II regulations for stormwater. The new 2016 regulations require municipalities to undertake substantial efforts to further clean stormwater prior to its discharge into wetlands, streams, ponds, and other resource areas by meeting certain Water Quality Standards (WQS) and Total Maximum Daily Loads (TMDLs). One of the requirements in the 2016 regulations mandates that municipalities create a Stormwater By-Law that, at a minimum, addresses the following areas of concern (termed “minimum control measures”): Illicit Discharge, Detection and Elimination, Construction/Erosion and Sediment Control, and Post-Construction Stormwater Management.

The Illicit Discharge, Detection and Elimination minimum control measure involves searching, documenting and removing sanitary sewer connections to the Town’s stormwater drainage system. This is an ongoing monitoring program of investigation through the use of closed circuit television cameras and stormwater sampling to detect, document and remove sanitary sewage from the stormwater discharging into resource areas in Needham.

The Construction/Erosion and Sediment Control minimum control measure involves the creation of a set of requirements to ensure that construction sites resulting in an area equal to or greater than one acre of

land disturbance are well-maintained and are kept in a neat and clean manner. It also involves requirements designed to prevent, minimize or eliminate sediments from leaving the construction area, and stipulates minimum inspection criteria and documentation standards.

The Post-Construction Stormwater Management minimum control measure involves the creation of a set of requirements to reduce the discharge of pollutants found in stormwater through the retention or treatment of stormwater after construction on new or redeveloped sites equal to or greater than one acre of land disturbance.

The 2016 NPDES Regulations also identified Needham as one of the communities required to meet phosphorus and pathogen TMDLs within 20 years of the regulation's effective date (July 1, 2018). The requirement mandates that the Town reduce its phosphorus load by forty-five percent (45%). A Phosphorus Control Plan is required to be submitted in three phases over a fifteen year period with the first phase due within five years of the effective date. The Department of Public Works and its consultant have determined that the 20 year control plan and implementation period is not "practicable" and have instead proposed a 40 year implementation plan based on the current rate of building permit applications meeting certain construction criteria. In order to implement the plan, drywells will need to be included in plans for certain building permit applications.

The proposed Phosphorus Control Plan will allow the Town to reduce its phosphorus discharges at the pace of development, and will substantially reduce the cost of implementation. The drywell method selected will also reduce pathogens and will have the consequential effect of substantially reducing the volume of stormwater entering the Town's drainage system, thereby reducing flooding on Town streets.

ARTICLE 52: AMEND GENERAL BY-LAW / NON-CRIMINAL DISPOSITION

To see if the Town will vote to amend the General By-Laws by:

1. Inserting in Section 8.2.2.4 a new subsection "U" as follows:

 "U. Vaccination Requirements (Section 3.7.9)
 Enforcement Agent: Animal Control Officer
 Fine Schedule: \$50 per offense."

2. inserting a new Section 8.2.2.9 Stormwater Regulation (Article 7) as follows:

" 8.2.2.9 Stormwater Regulation (Article 7)
 Enforcement Agent: Director of Public Works, Town Engineer
 Fine Schedule
 First Offense - \$0
 Second Offense – failure to cure offense within 15 days' of notice of first offense - \$50 - each day being a separate offense.
 Subsequent Offences – failure to cure within 15 days' notice of second offense - \$100 - each day being a separate offense."

Or take any other action relative thereto.

INSERTED BY: Board of Selectmen

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

Article Information: This article will amend the non-criminal disposition schedule to include animal vaccinations and stormwater regulations in the event that Town Meeting approves the General By-Law revisions contained in articles 48 and 51 of this warrant.

ARTICLE 53: OMNIBUS

To see if the Town will vote to raise by taxation, transfer from available funds, by borrowing or otherwise, such sums as may be necessary for all or any of the purposes mentioned in the foregoing articles, especially to act upon all appropriations asked for or proposed by the Selectmen, or any Town officer or committee, to appoint such committees as may be decided upon and to take action upon matters which may properly come before the meeting; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

And you are hereby directed to serve this Warrant by posting copies thereof in not less than twenty public places in said Town at least 7 days before said meeting.

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

Given under our hands at Needham aforesaid this 13th day of February, 2018.

MARIANNE B. COOLEY, Chair
DANIEL P. MATTHEWS, Vice Chair
JOHN A. BULIAN, Clerk
MAURICE P. HANDEL
MATTHEW D. BORRELLI

Selectmen of Needham

A true copy,
ATTEST _____ 2018
Constable (month) (day)
ATTEST _____ 2018
Constable (month) (day)

**Reserve Fund Transfer Requests
Approved by the Finance Committee
Fiscal Year 2017**

Budget	Date of Action	Amount
1 Public Facilities Department - High School Feasibility	4-Jan-17	\$10,000
2 Department of Public Works - Snow & Ice	28-Jun-17	\$596,330
3 Town Counsel - Legal Services	28-Jun-17	\$103,425
4		
Total Approved from General Reserve Fund		\$709,755
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RTS - Fence Installation	19-Apr-17	\$9,750
Total Approved from RTS Reserve Fund		\$9,750
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Total Approved from Sewer Reserve Fund		\$0
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Water - Water Main Break	28-Jun-17	\$5,068
Total Approved from Water Reserve Fund		\$5,068
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GENERAL GOVERNMENT LISTING OF SALARY RANGES (BASE PAY)
as of April 06, 2018
(Excludes Seasonal, Temporary and Intermittent Positions)

TITLE	GRADE	ANNUALIZED SALARY RANGE
<u>GENERAL GOVERNMENT</u>		
<u>Board of Selectmen/Town Manager</u>		
Town Manager	Contract	Contract
Support Services Manager	K-22	\$76,810 - \$95,244
Department Assistant 2	I-13	\$19.85 - \$24.91/hour
Administrative Assistant	I-14	\$21.58 - \$27.06/hour
Assistant Town Manager/Dir. of Ops.	K-28	\$121,126- \$150,196
Administrative Coordinator - HR	G-15	\$23.68 - \$29.71/hour
Director of Human Resources	K-25	\$98,967- \$122,720
Asst. Dir. Of Human Resources	GE-20	\$62,790 - \$78,721
<u>Town Clerk</u>		
Town Clerk	Elected	\$99,839
Assistant Town Clerk	GE-18	\$52,084 - \$65,344
Department Assistant 2	I-13	\$19.85 - \$24.91/hour
Department Specialist	I-14	\$21.58 - \$27.06/hour
<u>Legal</u>		
Town Counsel	Sch C	\$75,140

FINANCE

<u>Assessors</u>		
Director of Assessing	K-24	\$91,581 - \$113,561
Asst. Director of Assessing	GE-20	\$62,790 - \$78,721
Field Assessor	I-18	\$26.71 - \$33.51/hour
Department Specialist	I-14	\$21.58 - \$27.06/hour
Department Assistant 1	I-12	\$18.12 - \$22.73/hour
<u>Finance Department</u>		
Asst Town Manager/Dir. of Finance	K-28	\$121,126- \$150,196
Finance & Procurement Coordinator	GE-21	\$67,294 - \$84,454
Parking Clerk	Sch C	\$25.50/hour
<u>Accounting</u>		
Town Accountant	K-24	\$91,581 - \$113,561
Assistant Town Accountant	GE-20	\$62,790 - \$78,721
Administrative Specialist	I-15	\$23.68 - \$29.71/hour
Department Specialist	I-14	\$21.58 - \$27.06/hour
Payroll Coordinator	I-18	\$26.71 - \$33.51/hour

TITLE	GRADE	ANNUALIZED SALARY RANGE
<u>Information Technology Center</u>		
Director, MIS	K-25	\$98,967 - \$122,720
GIS/Database Administrator	IE-20	\$98,967 - \$122,720
Computer Operator	I-15	\$23.68 - \$29.71/hour
Network Manager	IE-23	\$77,161.50 - \$96,798.00
Applications Administrator	IE-20	\$62,790.00- \$78,721.50
Technology Support Technician	I-19	\$29.32 - \$36.79/hour
<u>Treasurer/Collector</u>		
Treasurer/Collector	K-24	\$91,581 - \$113,561
Assistant Treasurer/Collector	GE-20	\$62,790 - \$78,721
Department Specialist	I-14	\$21.58 - \$27.06/hour
Department Assistant 2	I-13	\$19.85 - \$24.91/hour
Department Assistant 1	I-12	\$18.12 - \$22.73/hour
<u>Finance Committee</u>		
Finance Comm. Exec. Secretary	GE-19	\$57,174 - \$71,740

PUBLIC SAFETY

<u>Police Department</u>		
Police Chief	Contract	Contract
Lieutenant	P-3	\$110,700 - \$123,389
Sergeant	P-2	\$32.69 - \$38.81/hour
Police Officer	P-1	\$22.84 - \$31.56/hour
Animal Control Officer	GU-16	\$23.57 - \$29.58/hour
Administrative Specialist	I-17	\$25.89 - \$32.48/hour
Police Maintenance Assistant	GU-15	\$22.20 - \$27.86/hour
Administrative Assistant	I-14	\$21.58 - \$27.06/hour
Department Assistant 2	I-13	\$19.85 - \$24.91/hour
Public Safety Dispatcher	GU-15	\$22.20 - \$27.86/hour

ANNUALIZED SALARY

TITLE	GRADE	RANGE
<u>Fire Department</u>		
Fire Chief	Contract	Contract
Deputy Fire Chief Operations	F-5	\$48.83 - \$53.38/hour
Deputy Fire Chief	F-4	\$38.94 - \$46.24/hour
Fire Captain	F-3	\$37.00 - \$40.45/hour
Fire Lieutenant	F-2	\$31.39 - \$37.20/hour
Firefighter	F-1	\$23.64 - \$31.42/hour
Fire Inspector (40 hours)	F-1	\$24.83 - \$32.97/hour
EMS Administrator	F-1	\$24.83 - \$32.97/hour
Director of Administrative Services	IE-20	\$62,790.00- \$78,721.50
Administrative Assistant	I-14	\$21.58 - \$27.06/hour
Public Safety Dispatch Super.	GU-19	\$27.48 - \$34.49/hour
Public Safety Dispatcher	GU-15	\$22.20 - \$27.86/hour
<u>Building</u>		
Building Commissioner	K-24	\$91,581 - \$113,561
Assistant Building Commissioner	GE-21	\$67,294.50 - \$84,454.50
Inspector of Plumbing and Gas	G-19	\$29.32 - \$36.79/hour
Inspector of Wires	G-19	\$29.32 - \$36.79/hour
Local Building Inspector	G-20	\$32.20 - \$40.37/hour
Administrative Specialist	I-15	\$23.68 - \$29.71/hour
Department Assistant 2	I-13	\$19.85 - \$24.91/hour

PUBLIC WORKS

<u>Administration</u>		
Director of Public Works	K-28	\$121,126- \$150,196
Assistant Director of Public Works	K-26	\$106,354 - \$131,878
Supervisor of Administration, DPW	K-22	\$76,810 - \$95,244
Senior Admin. Coordinator	I-17	\$25.89 - \$32.48/hour
Department Specialist	I-14	\$25.89 - \$32.48/hour
Department Assistant 2	I-13	\$19.85 - \$24.91/hour
Administrative Specialist	I-15	\$23.68 - \$29.71/hour
Administrative Analyst	GE-18	\$52,084 - \$65,344
<u>Engineering Division</u>		
Town Engineer	K-26	\$106,354 - \$131,878
Assistant Town Engineer	GE-22	\$72,052 - \$90,402
Contract Administrator	GE-21	\$67,294 - \$84,454
Civil Engineer	GE-19	\$57,174 - \$71,740
Survey Party Chief	GU-18	\$25.04 - \$31.41/hour
Senior AutoCad Technicain	GU-19	\$27.48 - \$34.49/hour
AutoCad Technician	GU-16	\$23.57 - \$29.58/hour
Engineering Aide	GU-15	\$23.57 - \$29.58/hour

TITLE	GRADE	ANNUALIZED SALARY RANGE
<u>Garage Division</u>		
Fleet Supervisor	K-22	\$76,810 - \$95,244
Master Mechanic	W-7	\$28.10 - \$33.36/hour
Equipment Mechanic	W-5	\$23.76 - \$28.43/hour
<u>Highway Division</u>		
Division Super. Highway	K-24	\$91,581 - \$113,561
Assistant Superintendent - Highway	GE-20	\$62,790 - \$78,721
Public Works Specialist 2	W-5	\$23.76 - \$28.43/hour
Public Works Technician	W-5	\$23.76 - \$28.43/hour
Working Foreman	W-6	\$25.64 - \$30.71/hour
Laborer 2	W-2	\$19.43 - \$23.40/hour
HMEO	W-4	\$22.14 - \$26.60/hour
Craftsworker	BT-2	\$23.93- \$28.80/hour
<u>Park & Forestry Division</u>		
Division Super. Parks	K-24	\$91,581 - 113,561
Assistant Superintendent - Parks	GE-20	\$62,790 - \$78,721
Working Foreman	W-6	\$25.64 - \$30.71/hour
Tree Climber	W-4	\$22.14 - \$26.60/hour
Craftsworker	BT-2	\$23.93- \$28.80/hour
HMEO	W-4	\$22.14 - \$26.60/hour
Laborer 3	W-3	\$20.82 - \$24.94/hour
Laborer 2	W-2	\$19.43 - \$23.40/hour
<u>Recycling & Transfer Station</u>		
Division Super. Solid Waste	K-24	\$91,581 - \$113,561
Assistant Superintendent - RTS	GE-20	\$62,790 - \$78,721
Working Foreman	W-6	\$25.64 - \$30.71/hour
Public Works Specialist 1	W-4	\$22.14 - \$26.60/hour
HMEO	W-4	\$22.14 - \$26.60/hour
Laborer 2	W-2	\$19.43 - \$23.40/hour
<u>Water Division</u>		
Division Super. Water & Sewer	K-24	\$91,581 - \$113,561
Water Treatment Facility Manager	GE-21	\$67,294 - \$84,454
Pumping Station Operator	W-5	\$23.76 - \$28.43/hour
Public Works Inspector	W-6	\$25.64 - \$30.71/hour
Working Foreman	W-6	\$25.64 - \$30.71/hour
Public Works Technician	W-5	\$23.76 - \$28.43/hour
HMEO	W-4	\$22.14 - \$26.60/hour
Craftsworker	BT-2	\$23.93- \$28.80/hour
Laborer 3	W-3	\$20.82 - \$24.94/hour
Laborer 2	W-2	\$19.43 - \$23.40/hour

ANNUALIZED SALARY

TITLE	GRADE	RANGE
<u>Building Maintenance Division</u>		
Director of Building Maintenance	K-26	\$106,354 - \$131,878
Department Specialist	I-14	\$21.58 - \$27.06/hour
Administrative Analyst	GE-18	\$52,084 - \$65,344
Department Assistant 2	I-13	\$19.85 - \$24.91/hour
Senior Custodian 1	BC-2	\$22.26 - \$26.61/hour
Senior Custodian 2	BC-3	\$23.36 - \$27.93/hour
Custodian	BC-1	\$19.41 - \$23.19/hour
Warehouse Person	BT-1	\$21.79 - \$26.20/hour
HVAC Technician	BT-4	\$29.98 - \$36.08/hour
Carpenter	BT-3	\$26.29 - \$31.64/hour
Craftswoker	BT-2	\$23.93- \$28.80/hour
Plumber	BT-3	\$26.29 - \$31.64/hour
Electrician	BT-3	\$26.29 - \$31.64/hour
<u>Sewer Division</u>		
Assistant Superintendent - Sewer & Water	GE-20	\$62,790 - \$78,721
HMEO	W-4	\$22.14 - \$26.60/hour
Pumping Station Operator	W-5	\$23.76 - \$28.43/hour
Chief Pumping Station Operator	W-7	\$28.10 - \$33.36/hour
Public Works Inspector	W-6	\$25.64 - \$30.71/hour
Working Foreman	W-6	\$25.64 - \$30.71/hour
Craftswoker	BT-2	\$23.93- \$28.80/hour

PUBLIC FACILITIES

<u>Division of Public Facilities</u>		
Director of Design and Construction	K-26	\$106,354 - \$131,878
Senior Project Manager	K-23	\$84,196 - \$104,403
Project Manager	K-22	\$76,810 - \$95,244
Facility Operations Shift Supervisor	GE-20	\$62,790 - \$78,721
Administrative Specialist	I-15	\$23.68 - \$29.71/hour

HEALTH AND HUMAN SERVICES

<u>Division of Public Health</u>		
Director of Health and Human Services	K-25	\$98,967- \$122,720
Assistant Director of Public Health	GE-22	\$72,052 - \$90,402
Environmental Health Agent	I-20	\$32.20- \$40.37/hour
Public Health Nurse	IE-20	\$62,790.00- \$78,721.50
Program Coordinator	G-16	\$25.14 - \$31.55/hour
Sr. Program Coordinator	G-20	\$32.20 - \$40.37/hour
Administrative Coordinator	I-15	\$23.68 - \$29.71/hour
Department Assistant 2	I-13	\$19.85 - \$24.91/hour

TITLE	GRADE	ANNUALIZED SALARY RANGE
<u>Division of Aging Services</u>		
Director of Aging Services	K-24	\$91,581 - \$113,561
Assistant Director of Aging Services	GE-20	\$62,790 - \$78,721
Social Worker 2	IE-19	\$57,174 - \$71,740.50
Program Coordinator	G-16	\$57,174 - \$71,740.50
<u>Division of Youth Services</u>		
Director of Youth Services	K-23	\$84,196 - \$104,403
Social Worker 2	IE-19	\$57,174 - \$71,740.50
Administrative Assistant	I-14	\$57,174 - \$71,740.50

PLANNING & COMMUNITY DEVELOPMENT

<u>Planning</u>		
Director of Planning & Comm. Develop	K-25	\$98,967 - \$122,720
Assistant Town Planner	GE-19	\$57,174 - \$71,740
Director of Economic Development	K-22	\$76,810 - \$95,244
Administrative Assistant	I-14	\$21.58 - \$27.06/hour
<u>Community Development</u>		
Director of Conservation	K-22	\$76,810 - \$95,244
Administrative Specialist	I-15	\$23.68 - \$29.71/hour
Conservation Specialist	I-17	\$25.89 - \$32.48/hour

CULTURE AND LEISURE SERVICES

<u>Library</u>		
Director of Public Library	K-24	\$25.89 - \$32.48/hour
Assistant Director of Public Library	GE-21	\$67,294 - \$84,454
Reference Supervisor	GE-19	\$57,174 - \$71,740
Children's Supervisor	GE-19	\$57,174 - \$71,740
Technology Specialist/Archivist	GE-19	\$57,174 - \$71,740
Tech. Services Supervisor	GE-19	\$57,174 - \$71,740
Reference Librarian/AV Specialist	GE-18	\$52,084 - \$65,344
Reference Librarian/Program Specialist	GE-18	\$52,084 - \$65,344
Circulation Supervisor	GE-17	\$50,485 - 63,336
Assistant Children's Librarian	G-15	\$23.68 - \$29.71/hour
Assistant Cataloger	G-14	\$21.58 - \$27.06/hour
Administrative Specialist	I-15	\$23.68 - \$29.71/hour
Library Assistant PT	G-13	\$19.85 - \$24.91/hour
Library Assistant FT	G-13	\$19.85 - \$24.91/hour
<u>Park & Recreation</u>		
Director of Park and Recreation	K-24	\$91,581 - \$113,561
Assistant Director	GE-20	\$62,790 - \$78,721
Recreation Supervisor	I-16	\$25.14 - \$31.55/hour
Administrative Specialist	I-15	\$23.68 - \$29.71/hour

2018 Annual Town Meeting Warrant

	Budgeted FY 2014		Budgeted FY 2015		Budgeted FY 2016		Budgeted FY 2017		Budgeted FY 2017	
	Funded FTE	Salary * Minimum	Salary * Maximum	Maximum						
NEEDHAM PUBLIC SCHOOLS										
<i>OPERATING BUDGET CLASSIFICATION</i>										
Superintendent	1.00	191,617	1.00	198,324	1.00	207,249	1.00	216,575		
Central Administrators	4.00	134,890	4.00	139,000	4.00	139,000	4.00	144,000	167,000	167,000
High School Principal	1.00	142,865	1.00	148,437	1.00	153,000	1.00	146,000	168,000	168,000
Middle School Principals	2.00	123,524	2.00	127,500	2.00	130,000	2.00	130,000	144,000	144,000
Elementary Principals	5.00	114,080	5.00	120,664	5.00	126,000	5.00	124,500	132,000	132,000
High School Assistant Principals	3.00	85,640	3.00	89,065	3.00	91,514	3.00	92,887	130,300	130,300
Middle School Assistant Principals	2.00	79,857	2.40	84,266	2.40	86,584	2.40	87,883	125,147	125,147
Elementary Assistant Principals	1.50	73,149	3.00	76,075	3.00	78,168	3.00	79,340	116,450	116,450
K-12 Directors	7.00	72,552	7.00	77,439	7.00	79,569	7.00	80,762	130,520	130,520
Directors of Special Education	3.00	81,804	3.50	77,931	3.50	80,074	2.50	81,275	130,520	130,520
Special Education/ 6-8 Curriculum Coordinators	6.67	73,418	3.97	78,313	5.47	80,466	10.97	81,673	120,828	120,828
Assistant Athletic Director **			0.50	52,000	0.50	54,080	0.50	56,243		
Department Chairs/ K-8 Literacy Coordinators	7.00	73,418	5.90	78,313	8.30	80,466	5.00	83,715	123,849	123,849
Teachers/ Guidance Counselors/ Psychologists/ Therap	438.06	44,621	466.97	46,294	468.38	47,058	475.69	47,764	100,797	100,797
Nurses	8.45	44,621	8.56	46,294	8.56	47,058	10.06	47,764	100,797	100,797
Instructional Assistants	103.08	\$15,719/76/hr	99.15	\$15,798/36/hr	104.59	\$15,877/35/hr	104.75	\$16,036/13/hr	\$33,148/10/hr	\$33,148/10/hr
Permanent Substitutes	2.29	\$14,87/hr	2.29	\$15,17/hr	2.29	\$15,47/hr	3.29	\$15,70/hr		
Network Administrator/ Engineer	1.00	98,180	1.50	67,000	1.50	69,680	2.00	69,680	110,439	110,439
Information Technology/Database Administrators	2.00	75,312	2.50	53,000	3.00	53,000	4.00	53,000	119,600	119,600
Instructional Technology Operations Manager			1.00	72,500	1.00	NA	-	NA	NA	NA
Computer Technicians	7.00	\$23,696/5/hr	8.00	\$24,170/4/hr	7.00	\$24,847/2/hr	6.50	\$25,542/9/hr	\$32,782/8/hr	\$32,782/8/hr
School Office Assistants	12.36	\$14,389/2/hr	12.54	\$14,677/0/hr	12.54	\$15,087/9/hr	12.17	\$15,510/4/hr	\$20,618/2/hr	\$20,618/2/hr
Mail Carrier/Production Center Operator	1.00	\$17,687/6/hr	1.00	\$18,041/4/hr	1.00	\$18,546/5/hr	1.00	\$19,065/8/hr	\$25,354/0/hr	\$25,354/0/hr
Secretaries/ Accounts Payable/ Bookkeepers/ Payroll C	33.64	\$17,687/6/hr	33.04	\$18,041/4/hr	32.7	\$18,546/5/hr	34.29	\$19,065/8/hr	\$30,752/5/hr	\$30,752/5/hr
Director of Planning & Community Education **	0.10	103,750	0.10	107,900	0.10	107,900	0.20	107,900	116,705	116,705
Volunteer Coordinator **	0.09	56,598	0.09	58,862	0.09	56,598	0.09	56,598	61,215	61,215
Executive/Administrative Secretaries **	5.00	\$32,109/9/hr	5.00	57,710	5.00	57,710	3.97	57,710	89,319	89,319
Bus/Van Drivers	5.86	\$15,11/hr	5.86	\$15,49/hr	6.57	\$15,49/hr	6.57	\$16,27/hr	\$24,67/hr	\$24,67/hr
Bus/Van Monitors	0.71	\$13,11/hr	1.14	\$13,44/hr	1.29	\$13,44/hr	1.29	\$14,12/hr	\$15,67/hr	\$15,67/hr
Human Resources Specialist **	1.00	51,356	1.00	\$29,23/hr	1.00	58,000	0.98	58,000	60,320	60,320
Lead Payroll Supervisor **			1.00	61,360	1.00	61,360	0.97	61,360	66,367	66,367
Lead Accountant **	0.20	62,213	0.20	65,634	0.20	65,634	0.98	65,634	73,052	73,052
Business Coordinator	1.00	71,120	1.00	65,520	1.00	65,520	1.00	75,032	1.00	1.00
Asst. Director Finance & Human Resources			1.00	75,032	1.00	83,512	1.00	94,000		
Total	665.91		695.20		705.97		718.16			

* All salaries expressed in full-time equivalent terms
 ** Partially Funded in Operating Budget

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DEBT APPENDIX A

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2018 Annual Town Meeting Report

Town of Needham - Debt Service Appendix A

TOWN OF NEEDHAM SCHEDULE OF ISSUED LONG TERM DEBT SERVICE													
Project	TM Vote	Art	Amount Issued	Final Maturity	Average Rate*	DEBT SERVICE 2018	DEBT SERVICE 2019	DEBT SERVICE 2020	DEBT SERVICE 2021	DEBT SERVICE 2022	DEBT SERVICE 2023	DEBT SERVICE 2024 - 2028	DEBT SERVICE After 2028
Central Ave & Elliot Street Bridge Construction	May-15	43	\$500,000	Jan-27	4.00%	69,889	68,000	66,000	64,000	62,000	60,000	220,000	
Central Ave & Elliot Street Bridge Design	May-14	39	\$250,000	Nov-18	3.67%	66,250	63,750						
DPW Garage Bays	May-13	42	\$800,000	May-24	2.09%	91,600	90,000	88,400	86,800	85,200	83,600	82,000	
High School Cafeteria Construction	Nov-15	11	\$1,500,000	Jan-27	4.00%	209,667	204,000	198,000	192,000	186,000	180,000	660,000	
Kendrick Street Bridge Repair	May-10	35	\$750,000	Aug-21	2.21%	82,688	81,188	79,594	77,813	75,938			
MWPAT 98-92 (Stormwater)	May-98	7	\$364,979	Aug-19	(see note)	31,149	29,874	28,567					
Pollard School Boiler Replacement	May-13	40	\$95,000	May-18	2.00%	20,400							
Pollard School Boiler Replacement	May-13	40	\$565,000	Jul-21	3.22%	80,150	78,050	75,950	73,500	71,050			
Pollard School Roof Replacement	Nov-10	10	\$725,000	Jul-22	3.67%	90,125	82,600	79,800	77,000	74,200	71,400		
Property Acquisition - 37-39 Lincoln Street	May-12	31	\$25,000	May-18	2.00%	5,100							
Property Acquisition - 37-39 Lincoln Street	May-12	31	\$605,000	Nov-32	3.39%	45,750	44,550	43,350	42,300	41,400	40,500	188,963	164,138
Property Acquisition - 51 Lincoln Street	Nov-12	17	\$150,000	May-18	2.00%	35,700							
Property Acquisition - 51 Lincoln Street	Nov-12	17	\$950,000	Nov-32	3.39%	74,575	72,575	70,575	68,825	67,325	65,825	283,444	246,206
Property Acquisition - 59 Lincoln & 89 School Streets	May-12	8	\$117,500	May-18	2.00%	25,500							
Property Acquisition - 59 Lincoln & 89 School Streets	May-12	8	\$1,005,000	Nov-32	3.39%	76,250	74,250	72,250	70,500	69,000	67,500	314,938	273,563
Property Acquisition - 66 - 70 Chestnut Street	Nov-13	22	\$1,330,000	Nov-33	3.35%	110,950	108,150	105,350	102,550	99,750	96,950	443,275	457,800
Property Acquisition 59 Lincoln Street & 89 School Street	May-12	8	\$52,500	Jul-32	2.93%	4,210	4,105	3,985	3,865	3,745	3,625	13,893	10,695

2018 Annual Town Meeting Report

Town of Needham - Debt Service Appendix A

TOWN OF NEEDHAM SCHEDULE OF ISSUED LONG TERM DEBT SERVICE													
Project	TM Vote	Art	Amount Issued	Final Maturity	Average Rate*	DEBT SERVICE 2018	DEBT SERVICE 2019	DEBT SERVICE 2020	DEBT SERVICE 2021	DEBT SERVICE 2022	DEBT SERVICE 2023	DEBT SERVICE 2024 - 2028	DEBT SERVICE After 2028
Public Services Administration Building	Oct-08	5	\$100,000	Jul-22	3.69%	12,150	11,800	11,400	11,000	10,600	10,200		
Public Services Administration Building (Series I)	Oct-08	5	\$4,000,000	Aug-26	3.16%	312,525	306,225	299,325	292,125	284,625	276,825	946,388	
Public Services Administration Building (Series II)	Oct-08	5	\$1,000,000	Dec-24	3.07%	82,356	80,488	78,538	86,438	84,094	81,563	155,250	
Public Works Infrastructure Program	May-10	36	\$306,500	Jul-17	2.72%	10,150							
Public Works Infrastructure Program	May-11	39	\$600,000	Jul-17	2.82%	121,800							
Public Works Infrastructure Program	May-13	41	\$100,000	May-18	2.00%	25,500							
Public Works Infrastructure Program	May-12	33	\$210,000	May-18	2.00%	51,000							
Public Works Infrastructure Program	May-10	36	\$129,000	May-18	2.00%	30,600							
Public Works Infrastructure Program	May-11	39	\$150,000	May-18	2.00%	35,700							
Public Works Infrastructure Program	May-12	33	\$190,000	Nov-18	3.67%	50,350	48,450						
Public Works Infrastructure Program	May-13	41	\$500,000	Nov-18	3.60%	132,500	127,500						
Public Works Infrastructure Program	May-14	38	\$580,000	Nov-18	3.67%	153,700	147,900						
Public Works Infrastructure Program	May-15	42	\$750,000	Jan-21	4.00%	229,833	222,000	214,000	156,000				
Senior Center (Series I)	Nov-11	14	\$1,000,000	Nov-32	3.38%	75,506	73,506	71,506	69,756	68,256	66,756	311,219	251,291
Senior Center (Series II)	Nov-11	14	\$5,050,000	Jul-33	3.54%	398,575	390,925	383,275	374,350	365,425	357,775	1,642,444	1,676,406
Senior Center (Series III)	Nov-11	14	\$1,050,500	May-34	2.83%	78,200	77,100	76,000	74,900	73,800	72,700	324,925	336,325
Street & Traffic Light Improvements	May-08	42	\$25,000	Nov-17	3.34%	5,100							

2018 Annual Town Meeting Report

Town of Needham - Debt Service Appendix A

Project	TM Vote	Art	Amount Issued	Final Maturity	Average Rate*	DEBT SERVICE					DEBT SERVICE				
						2018	2019	2020	2021	2022	2023	2024 - 2028	After 2028		
Title V Loans	May-97	64	\$85,894	Aug-19	(see note)	5,391	5,120	4,854							
Town Hall	May-09	35	\$385,000	Aug-26	2.63%	31,281	30,781	30,250	29,656	29,031	28,375	106,109			
TOTAL GENERAL FUND						2,962,171	2,522,886	2,080,968	1,953,378	1,751,439	1,563,594	5,692,846	3,416,423		
Broadmeadow School	May-00	31	\$8,400,000	Nov-23	3.00%	828,300	801,325	771,225	741,425	708,700	678,000	642,600			
Eliot School	May-00	32	\$2,562,000	Nov-24	3.94%	346,840	314,400	304,400	294,400	284,400	269,500	509,600			
High Rock & Pollard School Projects	May-07	41	\$429,470	Aug-26	4.00%	80,760	78,285	75,660	68,360	66,160	63,960	212,010			
High Rock & Pollard School Projects (Series III)	May-07	41	\$2,253,010	Aug-27	4.00%	370,216	358,623	342,460	327,160	312,060	297,160	1,298,110			
High Rock & Pollard School Projects (Series IV)	May-07	41	\$10,500,000	Aug-28	3.35%	772,600	758,031	742,075	720,500	703,313	685,438	3,129,500	561,000		
High Rock School Design	Nov-06	9	\$187,770	Aug-26	4.00%	33,965	32,934	31,840	30,840	29,840	28,840	89,790			
High School (Series IIA)	May-03	31	\$2,991,900	Aug-24	4.00%	682,050	660,188	602,700	582,900	558,200	538,600	1,008,800			
High School (Series IIB)	Feb-05	1	\$782,850	Aug-26	4.00%	142,565	138,234	128,740	124,740	115,840	112,040	408,690			
High School (Series III)	Feb-05	1	\$3,850,000	Jun-28	3.42%	275,450	267,450	259,450	253,450	247,200	240,450	1,001,000			
High School Series 1	May-03	31	\$4,775,000	Nov-25	3.97%	674,300	653,700	589,000	560,400	542,000	523,600	1,441,400			
Library Project	May-03	30	\$6,510,000	Dec-19	3.00%	870,550	830,475	796,775							
Newman School Extraordinary Repairs (Series I)	Nov-09	14	\$1,000,000	Dec-19	2.62%	107,375	104,500	101,500							
Newman School Extraordinary Repairs (Series III)	Nov-09	14	\$5,000,000	Oct-28	3.35%	389,700	383,750	373,600	359,600	348,925	341,050	1,570,325	244,800		

2018 Annual Town Meeting Report

Town of Needham - Debt Service Appendix A

Project	TM Vote	Art	Amount Issued	Final Maturity	Average Rate*	DEBT SERVICE					DEBT SERVICE		
						2018	2019	2020	2021	2022	2023	2024 - 2028	After 2028
Newman School Extraordinary Repairs (Series IV)	Nov-09	14	\$9,000,000	Jul-32	2.82%	662,240	646,420	628,340	610,260	592,180	574,100	2,659,420	2,384,480
Newman School Extraordinary Repairs (Series V)	Nov-09	14	\$2,200,000	Nov-32	3.39%	167,750	163,350	158,950	155,100	151,800	148,500	692,863	601,838
Owens Farm Land Purchase	Nov-15	13	\$7,000,000	Jan-42	3.70%	613,428	600,900	516,900	505,700	494,500	483,300	2,248,500	4,794,500
Property Acquisition - 609 Central Street	May-16	7	\$730,000	Jan-39	3.68%	142,795	138,350	43,750	42,750	41,750	40,750	188,750	333,844
TOTAL GENERAL FUND EXCLUDED						7,160,884	6,930,914	6,467,365	5,377,585	5,196,868	5,025,288	17,101,358	8,920,461
Town Hall (Series II)	May-09	35	\$3,500,000	Oct-28	3.36%	272,113	267,969	260,900	251,150	243,716	238,231	1,097,191	188,700
Town Hall (Series III)	May-09	35	\$1,225,000	Aug-26	2.63%	100,100	98,500	96,800	94,900	92,900	90,800	339,550	
Town Hall (Series IV)	May-09	35	\$970,000	Jul-30	2.80%	76,950	75,025	72,825	70,625	68,425	66,225	301,913	155,375
TOTAL COMMUNITY PRESERVATION FUND						449,163	441,494	430,525	416,675	405,041	395,256	1,738,653	344,075
Front-End Loader	May-16	46	\$205,000	Jan-20	4.00%	118,154	58,800	41,600					
Soil Remediation	Nov-12	16	\$140,000	Nov-17	3.31%	25,500							
TOTAL RTS ENTERPRISE						143,654	58,800	41,600					
MWPAT 97-13	Oct-96	8	\$67,700	Aug-18	(see note)	6,107	6,150						
MWPAT 97-33	Oct-96	7	\$180,300	Aug-18	(see note)	16,208	16,195						
MWPAT 97-63	May-97	46	\$1,019,778	Aug-18	(see note)	91,683	91,840						

2018 Annual Town Meeting Report

Town of Needham - Debt Service Appendix A

TOWN OF NEEDHAM SCHEDULE OF ISSUED LONG TERM DEBT SERVICE													
Project	TM Vote	Art	Amount Issued	Final Maturity	Average Rate*	DEBT SERVICE 2018	DEBT SERVICE 2019	DEBT SERVICE 2020	DEBT SERVICE 2021	DEBT SERVICE 2022	DEBT SERVICE 2023	DEBT SERVICE 2024 - 2028	DEBT SERVICE After 2028
MWPAT 98-10	May-97	42	\$130,200	Aug-18	(see note)	11,683	11,685						
Sewer - West Street Force Main	May-98	59	\$568,400	May-19	3.98%	70,233	67,600						
Sewer - West Street Pumping Station	May-98	58	\$1,252,300	May-19	3.98%	149,269	147,680						
Sewer Pump Station Design Reservoir B	May-09	54	\$90,000	Jul-17	2.79%	15,225							
Sewer Pump Station GPA	May-05	49	\$500,000	Jun-19	3.17%	54,000	52,000						
Sewer Pump Station GPA	May-08	45	\$550,000	Aug-28	3.36%	41,225	40,438	39,575	33,750	32,969	32,156	161,950	35,700
Sewer Pump Station Reservoir B	Nov-11	15	\$6,034,290	Jan-33	2.15%	374,066	374,129	374,192	374,256	374,323	374,391	1,873,021	1,874,949
Sewer Pump Station Reservoir B	Nov-11	15	\$78,491	Jan-18	2.15%	40,520							
Sewer Rehabilitation - Rte. 128 Area	Nov-05	9	\$145,000	Dec-19	2.59%	15,956	15,525	10,150					
Sewer Rehabilitation - Rte. 128 Area	Nov-05	9	\$500,000	Nov-22	4.00%	118,000	109,100	105,300	77,000	74,200	71,400		
Sewer Rehabilitation - Rte. 128 Area	Nov-05	9	\$320,000	Aug-28	3.39%	21,525	21,131	20,700	20,250	19,781	19,294	98,150	20,400
TOTAL SEWER ENTERPRISE						1,025,700	953,472	549,917	505,256	501,273	497,241	2,133,121	1,931,049
MWPAT Water DWS-08-24	May-08	47	\$765,335	Jul-30	2.00%	49,289	49,230	49,169	49,106	49,044	48,979	243,878	145,464
St Mary's Pump Station	May-13	47	\$1,700,000	Nov-33	3.36%	142,350	138,750	135,150	131,550	127,950	124,350	568,425	577,100
St Mary's Pump Station	May-13	47	\$1,995,000	May-34	2.85%	144,775	142,775	140,775	138,775	136,775	134,775	638,725	666,600
Water Distribution System Improvements	May-09	56	\$400,000	Dec-24	3.02%	31,031	30,313	29,563	28,813	28,031	27,188	51,750	

2018 Annual Town Meeting Report

Town of Needham - Debt Service Appendix A

Project	TM Vote	Art	Amount Issued	Final Maturity	Average Rate*	DEBT SERVICE					DEBT SERVICE 2024 - 2028	DEBT SERVICE After 2028	
						2018	2019	2020	2021	2022			2023
Water Main Improvements	May-08	47	\$400,000	Nov-20	3.95%	52,000	50,400	48,800	47,200	45,600	44,000	83,200	
Water Service Connections	May-06	70	\$55,000	Aug-19	2.51%	5,350	5,219	5,075					
Water Storage Tank Rehabilitation	May-08	48	\$655,000	Jun-19	3.16%	70,200	67,600						
Water System Rehabilitation	May-15	47	\$260,000	Jan-20	4.00%	210,342	32,400	31,200					
Water System Rehabilitation - Rte. 128 Area	May-06	71	\$212,000	Jun-19	3.16%	21,600	20,800						
Water System Rehabilitation - Rte. 128 Area	May-06	71	\$638,000	Nov-22	4.00%	116,660	114,900	111,100	131,800	127,000	117,300		10,200
Water System Rehabilitation - Rte. 128 Area	May-06	71	\$100,000	Aug-28	3.41%	7,175	7,044	6,900	6,750	6,594	6,431	29,450	
Water Treatment Facility	May-96	47	\$1,710,000	May-19	3.98%	201,393	204,360						
Water Treatment Facility	Nov-97	18	\$1,994,300	May-19	3.98%	239,211	240,760						
TOTAL WATER ENTERPRISE						1,291,376	1,104,550	557,731	533,994	520,994	503,022	1,615,428	1,399,364
TOTAL DEBT SERVICE						13,032,948	12,012,116	10,128,106	8,786,887	8,375,613	7,984,401	28,281,406	16,011,372

Note: Massachusetts Water Pollution Abatement Trust (MWPAT) loans include many communities and multiple loans and are restructured from time to time by the Trust. The program provides grants and other financial assistance which in some instances results in a low or no interest rate loan.

* Rate reflects the average coupon rate over the life of the loan.

DEBT APPENDIX B

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Town of Needham - Open Authorizations Appendix B
Open and Authorized Projects and Proposed Projects Financed by Debt

Project	T	M	Vote	Article	Approved	Open or Requested Authorization
Open General Fund Projects						
Central Avenue/Elliott Street Bridge Design	May-14	39			\$900,000	\$440,000
Central Avenue/Elliott Street Bridge Construction	May-15	43			\$2,000,000	\$440,000
High School Cafeteria Expansion	Nov-15	11			\$2,100,000	\$85,000
Public Works Infrastructure Program	May-16	44			\$500,000	\$340,000
Rosemary Recreational Complex	May-17	33			\$3,000,000	\$3,000,000
High School Expansion Design	May-17	43			\$950,000	\$950,000
High School Expansion Construction	Oct-17	13			\$11,125,000	\$11,125,000
TOTAL						\$16,380,000

Proposed General Fund Projects for the 2018 ATM

Memorial Park Building	Pending					\$2,918,000
Public Works Infrastructure Program	Pending					\$250,000
Public Works Storage Facility	Pending					\$3,503,000
TOTAL						\$6,671,000

Open CPA Fund Projects

Rosemary Recreational Complex	May-17	33			\$8,000,000	\$8,000,000
TOTAL						\$8,000,000

Proposed CPA Fund Projects for the 2018 ATM

NONE						
TOTAL						\$0

Town of Needham - Open Authorizations Appendix B
Open and Authorized Projects and Proposed Projects Financed by Debt

Project	T M Vote	Article	Approved	Open or Requested Authorization
Open RTS Enterprise Fund Projects				
Specialty Equipment	May-16	46	\$269,000	\$6,000
TOTAL				\$6,000
Proposed RTS Enterprise Fund Projects for the 2018 ATM				
RTS Property Improvements		Pending		\$645,000
TOTAL				\$645,000
Open Sewer Enterprise Fund Projects				
Sewer System Rehabilitation I/I Work	May-07	45	\$1,806,800	\$59,159
Wastewater System Rehabilitation	May-17	48	\$600,000	\$600,000
TOTAL				\$659,159
Proposed Sewer Enterprise Fund Projects for the 2018 ATM				
NONE				
TOTAL				\$0
Open Water Enterprise Fund Projects				
St. Mary's Pump Station	May-13	47	\$5,565,100	\$135,000
Water System Rehabilitation Program	May-15	47	\$635,000	\$307,000
Water Service Connections	May-17	50	\$1,000,000	\$1,000,000
Water Distribution System Improvements	May-17	51	\$1,300,000	\$1,300,000
TOTAL				\$2,742,000

Town of Needham - Open Authorizations Appendix B
Open and Authorized Projects and Proposed Projects Financed by Debt

Project	T M Vote	Article	Approved	Open or Requested Authorization
Proposed Water Enterprise Fund Projects for the 2018 ATM				
NONE				
TOTAL				\$0

Open General Fund Projects Funded by Debt Exclusion

Property Acquisition	May-16	7	\$762,500	\$32,500
Williams Elementary School	Oct-16	2	\$57,542,500	\$56,072,592
Public Safety Building & Station #2 Design *	Oct-17	11	\$3,750,000	\$3,750,000
SUB TOTAL				\$59,855,092

*Pending a November 2018 ballot question

TOWN OF NEEDHAM
2018 ANNUAL TOWN MEETING

The following motion to amend is offered by _____
Signature of Town Meeting Member

ARTICLE 3:

MOVED: that the main motion under Article 3 be amended by inserting after the words " Town Clerk with 6 years of service in that position \$102,622" the footnote "(1)".



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

MEETING DATE: 4/24/2018

Agenda Item	Special Town Meeting Warrant
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The Board will review articles contained in the Special Town Meeting Warrant, and make any revisions necessary.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	<i>Suggested Motion:</i> That the Board vote to support (not to support) article _____ in the Special Town Meeting Warrant. That the Board vote to revise the Special Town Meeting Warrant, as follows: _____.
3.	BACK UP INFORMATION ATTACHED
	a. Status of Articles (4.17.18) b. May 14, 2018 Special Town Meeting Warrant Draft 4.20.2018

Status of Articles 4.17.2018

#	Article	Status	BOS Position	FC Position	BOS	FC	CPC	Planning
	STM							
1	Appropriate for Project Management		Adopt	Adopt	Marianne			
2	Appropriate for Building Maintenance Study		Adopt	Adopt	Marianne			
3	Appropriate for Pedestrian Safety Initiative				Marianne			
4	Amend RTS Enterprise Fund Budget			Adopt	John			
5	Appropriate for Mitchell School Lockers		Adopt	Adopt	Marianne			
6	Appropriate for Mitchell School Modular Classrooms		Adopt	Adopt	Marianne			
7	Appropriate for High School Expansion		Adopt	Adopt	Marianne			
8	Authorization for Acquisition of Real Property		Adopt		Matt			
9	Rescind Debt Authorization		Adopt	Adopt	John			
10	Amend General By-Law Revolving Funds		Adopt	Adopt	Matt			
11	Set Revolving Fund Spending Limit		Adopt	Adopt	Matt			

TOWN OF NEEDHAM



SPECIAL TOWN MEETING WARRANT

MONDAY, MAY 14, 2018

7:30 P.M.

JAMES HUGH POWERS HALL, NEEDHAM TOWN HALL

1471 HIGHLAND AVENUE

Draft 4.20.2018

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

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

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

In the name of the Commonwealth of Massachusetts, you are hereby required to notify the qualified Town Meeting Members of the Town of Needham to meet in the Needham Town Hall on:

MONDAY, THE FOURTEENTH DAY OF MAY, 2018

At 7:30 in the afternoon, then and there to act upon the following articles:

FINANCE ARTICLES

ARTICLE 1: APPROPRIATE FOR PROJECT MANAGEMENT

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$203,300 for the purpose of funding project management for various Town building construction projects, said sum to be spent under the direction of the Town Manager and raised from the Tax Levy; or take any other action relative thereto.

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

Article Information: The Town Manager’s recommended budget for FY2019 included the addition of a project manager for the Public Facilities Department based on the number and complexity of design and construction projects in the planning stages and underway. After discussion, the Finance Committee recommended that two years of funding be provided in a warrant article as a temporary measure to meet current demands.

ARTICLE 2: APPROPRIATE FOR BUILDING MAINTENANCE STUDY

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$100,000 for the purpose of funding a building maintenance study, said sum to be spent under the direction of the Town Manager and raised from the Tax Levy; or take any other action relative thereto.

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

Article Information: Last fall Town Meeting appropriated \$50,000 to the Public Facilities expense budget to hire an outside consultant to review the Town’s maintenance program for its public buildings. The Town was not able to secure a company to complete the work neither

within the set time period nor within the allocate amount. This article will provide \$100,000 (the \$50,000 that was appropriated to the operating budget will not be spent and will be returned) and allows flexibility with timing (not restricted to one fiscal year) for the work to be done, reviewed, and presented. An outside assessment of the Town's practices and assumptions will assist the Town in planning and maintaining capital investment in its buildings to help ensure that expected life cycles and best practices are met.

ARTICLE 3: **APPROPRIATE FOR PEDESTRIAN SAFETY INITIATIVE**

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$100,000 for the purpose of funding a pedestrian safety audit and improvements, said sum to be spent under the direction of the Town Manager and raised from the Tax Levy; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

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

Article Information: This article will fund a pedestrian safety audit. A consultant will be hired to evaluate areas of concern that have been identified by the public and by Town officials, and to review existing infrastructure in high traffic pedestrian areas, business districts, and schools. The intent of the audit is to develop a list of projects in priority order for funding consideration, and will be used to help the Town access State funds for pedestrian safety improvements. Funding in this article may also be used for identified measures that can be implemented in the short term.

ARTICLE 4: **AMEND THE FY2018 RTS ENTERPRISE FUND BUDGET**

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2018 RTS Enterprise Fund Budget adopted under Article 16 of the May 2017 Annual Town Meeting, by deleting the amounts of money appropriated under some of the line items and appropriating new amounts as follows:

Line Item	Appropriation	Changing From	Changing To
101B	Expenses	\$1,369,612	\$1,401,612

said sum to be raised from RTS Enterprise Fund Retained Earnings; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: This article seeks to amend the current fiscal year operating budget by \$32,000 for the Recycling Center and Transfer Station due to the higher cost of processing recyclables. There have been some significant changes in the recycling industry over past year that have had a negative impact on the RTS, both from a revenue and expense perspective. The market rates for corrugated cardboard, mixed paper, commingle containers, and single stream recycling have all become more expensive and/or generate less revenue. There have been several drivers which have made recycling more expensive, most notable is the regulatory change by China to reduce the amount of recyclables coming from outside of the country. China has been one of the largest importers of many types of recyclable materials. With China's actions to require higher quality materials, recyclers in the US and many other countries have an excess supply of materials with limited immediate options. Consequently, the value of the recycling materials has declined, and the cost to the Town has increased. However, even though recycling expenses have increased, recycling is still less costly than disposal.

CAPITAL ARTICLES

ARTICLE 5: **APPROPRIATE FOR MITCHELL SCHOOL LOCKER REPLACEMENT**

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$70,000 for the purchase and installation of replacement lockers at the Mitchell School, said sum to be spent under the direction of the Town Manager, and to meet this appropriation that \$51,450 be transferred from Article 20 of the November 2013 Special Town Meeting, and that \$18,550 be transferred from Article 37 of the 2014 Annual Town Meeting; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The current lockers at the Mitchell School are in need of repair. They are not appropriately sized for the school age population at the Mitchell and are broken. This request is to replace the existing lockers with lockers that are better suited for elementary school children. The Mitchell School is not scheduled to be renovated for at least ten years and this appropriation would help to improve the appearance and functionality of the school. There are three different types of lockers at the Mitchell. This project will allow each student to have his or her own locker.

ARTICLE 6: **APPROPRIATE FOR MITCHELL SCHOOL MODULAR CLASSROOMS**

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$210,000 for engineering and design for modular classrooms at the Mitchell Elementary School, said sum to

be spent under the direction of the Permanent Public Building Committee and Town Manager and raised from the Tax Levy; or take any other action relative thereto.

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

Article Information: To prepare for the anticipated implementation of full-day kindergarten in September 2019, the Needham Public Schools commissioned a space study to determine how best to implement the new program, given the District's existing inventory of classroom spaces. Based on the results of that study, the School Committee recommends that two additional modular classrooms be erected at the Mitchell Elementary School. The modular classrooms would supplement the School's 22 existing classroom spaces to provide the 24 classroom spaces deemed necessary in the first year of full-day kindergarten.

**ARTICLE 7: APPROPRIATE FOR HIGH SCHOOL EXPANSION
CONSTRUCTION**

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$431,000 for the reconstruction and expansion of Needham High School, including costs incidental or related thereto, to be spent under the direction of the Permanent Public Building Committee and the Town Manager, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

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

Article Information: The October 2, 2017 Special Town Meeting appropriated \$13,188,000 for the reconstruction and expansion of Needham High School. Due to unanticipated increases in the cost of materials and labor, the project needs an additional \$431,000 to complete the scope of work. This request would provide the additional funds needed to complete the project scope.

ARTICLE 8: AUTHORIZATION FOR ACQUISITION OF REAL PROPERTY

To see if the Town will vote to authorize the Board of Selectmen to purchase on behalf of the Town the real property known as 43 Lincoln Street (Assessors Map 47, Lot 46); or take any other action relative thereto.

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

Article Information: This article requests Town Meeting approval for purchase of the house and land at 43 Lincoln Street at a maximum price of \$1,475,000. This purchase will complete a series of land acquisitions in connection with the proposed construction of a new Police and Fire

Public Safety Facility at School and Chestnut Streets, and give the Town ownership of the entire block bordered by School Street, Chestnut Street, Lincoln Street, and the Chestnut/Lincoln Parking Lot.

This subject was previously before Town Meeting in October, 2017 as Article 7, which after discussion was referred back to the Board of Selectmen for further study.

Since October, the Board of Selectmen has engaged in further review and evaluation, public discussion and input, consultation with Town boards and committees, negotiations, and progress with the design and planning for the Public Safety project. The Board of Selectmen now presents this renewed request for approval of the purchase.

The recommended purchase price is substantially the same as presented in October (which at that time was \$1,495,000). As part of the review process, the Board has confirmed that under current zoning and ZBA decisions affecting comparable properties, the property can be reconstructed to a three unit condominium. The Selectmen obtained a new independent appraisal that determined a fair market value of \$1.3 million for the property. The Selectmen recommend payment of the negotiated purchase price above the \$1.3 million amount as a necessary premium for what in this context is a one-of-a kind parcel

Over the past several years, the Town has acquired other properties in this area in order to increase and improve municipal parking, and to allow for the expansion and reconstruction of the Public Safety Building. This final acquisition will both improve the design of the project and also avoid the need to eliminate parking currently dedicated for public use.

Town ownership of the property will improve vehicle circulation, operations, and perimeter security for the new facility, and overall parking in the downtown. The architectural and construction plan for the Public Safety building utilizes construction phasing that will allow contained use of the current Police and Fire stations until the Fire portion of the new station is complete, achieving significant savings.

Without the purchase of 43 Lincoln Street, the new building will be very close to the property line, with a net vehicular clearance of less than 15 feet. This impacts perimeter security, internal traffic circulation, and police vehicle access. Changing the design to materially increase the building distance from a privately-owned 43 Lincoln Street to address these issues would require earlier demolition of the current Fire station and increase the overall project cost by more than the entire 43 Lincoln Street purchase price.

Acquisition of 43 Lincoln Street will provide necessary parking for the Public Safety facility and mitigate impact on exiting parking management issues in the area between Downtown and Needham Junction.

Peak overall parking demand already exceeds capacity throughout this zone, and is increasing. The lack of commuter rail parking in Downtown at present and insufficient commuter rail parking at the Junction contributes further to these parking issues. Businesses in the downtown

must rely on permit parking for employees for this reason, and the permit parking system helps manage demand for spaces available to the general public.

The new public safety station requires more parking to accommodate Police and Fire employees and visitors than is currently available on the site. Without 43 Lincoln Street, the best option would be to utilize a portion of the Chestnut/Lincoln parking lot for public safety parking, resulting in a loss of 34 permit parking spaces. If the Town acquires 43 Lincoln Street, it will be possible to provide a net increase of 30 spaces in the public safety area, without any change to the Chestnut/Lincoln lot, thus continuing the 34 permit parking spaces and other public uses of the Chestnut/Lincoln lot as at present.

Town Meeting approval is required for the purchase; however, no appropriation is required, as the purchase would be paid from mitigation payments negotiated during the approval process for apartment housing in Needham Crossing now known as The Kendrick. Those funds, totaling \$2,250,000, are earmarked for public safety equipment and facilities, and infiltration and inflow removal. This use is consistent with that agreement and using mitigation funds for this purpose reduces the total cost of the Public Safety project to the taxpayers.

The purchase will also allow the Town to achieve savings in the cost of the project by increasing available laydown and swing space, using the house as a construction office, and eliminating the need for a retaining wall and other elements that would be needed if 43 Lincoln Street remains in private ownership. These savings are estimated at \$573,000, which exceeds the negotiated purchase premium

The proposed purchase is a carefully considered recommendation to complete a multi-year land acquisition process. It will benefit the Town, lower costs within the Public Safety project, help address parking needs in the Downtown and Junction areas, and provide flexibility to the Town with long-term land use planning going forward.

ARTICLE 9: RESCIND DEBT AUTHORIZATION

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

Project	Town Meeting	Article	Authorized	Rescind
Sewer System Rehabilitation Work	2007 ATM	45	\$1,806,800	\$59,139
Total				

or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

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

GENERAL ARTICLES

ARTICLE 10: AMEND GENERAL BY-LAW – DEPARTMENT REVOLVING FUNDS

To see if the Town will vote to amend the Town's General By-Laws by adding the following new section:

2.2.5.11 Aging Services Programs Revolving Fund

Fund Name There shall be a separate fund called the Aging Services Programs Revolving Fund authorized for use by the Health and Human Service Department.

Revenues The Town Accountant shall establish the Aging Services Programs Revolving Fund as a separate account and credit to the fund all of the program receipts charged and received by the Health and Human Services Department in connection with the related fee based programs.

Purposes and Expenditures During each fiscal year, the Health and Human Services Department may incur liabilities against and spend monies from the Aging Services Programs Revolving Fund for costs related to educational, entertainment, and programmatic activities offered through the Department.

Fiscal Years The Aging Services Programs Revolving Fund shall operate for fiscal years that begin on or after July 1, 2018.

or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: With passage of the Municipal Modernization Act, the Town must adopt a local by-law to establish revolving fund accounts typically established on an annual basis by Town Meeting. This by-law amendment establishes and authorizes a departmental revolving fund for use by Health and Human Service Department Aging Services division in connection with programs and activities that generate fees, charges for services, or other receipts to support

all or some of the expenses of those programs and activities. The revolving funds will be governed by Massachusetts General Laws Chapter 44, Section 53E½. Town Meeting will vote on the spending limit associated with the revolving fund annually. The purpose of this revolving fund is to support a range of programs offered for Needham's seniors at the Center at the Heights. The programs cover an array of subjects and fall into categories including educational, entertainment, exercise, nutrition, mental health and wellness, and social. Participants are charged a modest fee which covers the cost of the instructors' time and any required materials or supplies for the program.

**ARTICLE 11: SET THE ANNUAL DEPARTMENT REVOLVING SPENDING
LIMIT**

To see if the Town will vote to fix the maximum amount that may be spent during fiscal year 2019 beginning on July 1, 2018 for the revolving funds established in the Town's General By-laws for certain departments, boards, committees, agencies or officers in accordance with Massachusetts General Laws Chapter 44, Section 53E½, or take any other action relative thereto.

Revolving Fund	Department, Board, Committee, Agency or Officer	FY2019 Spending Limit
Aging Services Programs	Health and Human Services Department	\$90,000

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

Article Information: The purpose of this article is to set the FY2019 spending limit for the proposed new Aging Services Programs revolving fund (the subject matter in the previous article).

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

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

Given into our hands at Needham aforesaid this 11th day of April, 2018.

Daniel P. Matthews, Chair
John A. Bulian, Vice Chair
Maurice P. Handel, Clerk
Matthew D. Borrelli, Member
Marianne B. Cooley, Member

Selectmen of Needham

A TRUE COPY

Attest:

Constable:

Draft 4.20.2018



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

MEETING DATE: 4/24/2018

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	<i>Board members will report on the progress and / or activities of their Committee assignments.</i>
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
3.	BACK UP INFORMATION ATTACHED
	(Describe backup below)
	None

**ONE DAY SPECIAL LICENSE
TOWN OF NEEDHAM BOARD OF SELECTMEN
EVENT INFORMATION SHEET**
(Please complete and attach event flyer or other information.)

Event Manager Name (Name that will appear on license)	Mary Ann Pierce Cynthia MacGowan
Event Manager Address	Holl Harris Ave, Needham 1625 Great Plain Ave
Event Manager Phone Number	781-444-3189 / 781-424-0286 781-453-3969 / 774-230-2486 (Cindy)
Organization Representing (if applicable)	Needham Women's Club
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	<input checked="" type="checkbox"/> Non-profit <input type="checkbox"/> For profit <input type="checkbox"/> Proof of non-profit status is attached Form of Proof: _____
Name of Event	Grand Wine Tasting
Date of Event	4/29/18
License is for Sale of:	<input checked="" type="checkbox"/> Wines & Malt Beverages Only <input type="checkbox"/> All Alcoholic Beverages (for non-profit groups only)
Requested Time for Liquor License	FROM: 1:00pm TO: 4:00pm
Are tickets being sold in advance for this event?	<input checked="" type="checkbox"/> YES \$ 36.00/per ticket <input type="checkbox"/> NO
Is there an admission fee for this event?	<input type="checkbox"/> YES \$ /per ticket <input type="checkbox"/> NO
Are you using dues collected to purchase alcohol for this event?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
How many people are you expecting at this event?	250 - 300
Name & address of event location. Please attach proof of permission to use this facility.	Needham Town Hall / Powers Hall
Who will be serving the alcohol to your guests?	Wine Distributors / Needham Fine Wines
Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate).	
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan. tasting - wine glass	
<input checked="" type="checkbox"/> I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))	
Event Manager Signature:	Date:
Mary Ann Pierce	4/13/18



Needham Grand Tasting

Sunday, April 29, 2018 | 3:00pm to 6:00pm

Town Hall 1471 Highland Avenue

Over 60 wines and 20 craft beers to sample
8 local restaurants will provide house specialties
All wines and beers will be available to order at a discount.

Our 2018 Beverage Partner:



NEEDHAM CENTER
fine wines

Needham Center Fine Wines opened its doors to Needham and neighboring towns in August 2013. Conveniently located in Needham center at 1013 Great Plain Avenue, the store caters to wine novices and connoisseurs, beer buffs, spirits aficionados and gourmet food and fromage lovers alike. www.needhamcenterfinewines.com

Our Sponsor:



Participating Restaurants and Caterers

The James Pub and Provisions

Dunn-Gaherins Food and Spirits

True Taste Seasonal Kitchen

Creative Entertaining by Roche Bros

Sophia's Greek Corner

Trader Joes, Needham

Not Your Average Joes, Westwood

Spiga

For questions about this event, please contact Cindy Macgowan at cmacgowan@cff.org.

Tickets

\$30/pp advanced tickets

\$35/pp day of the event (if any remain)

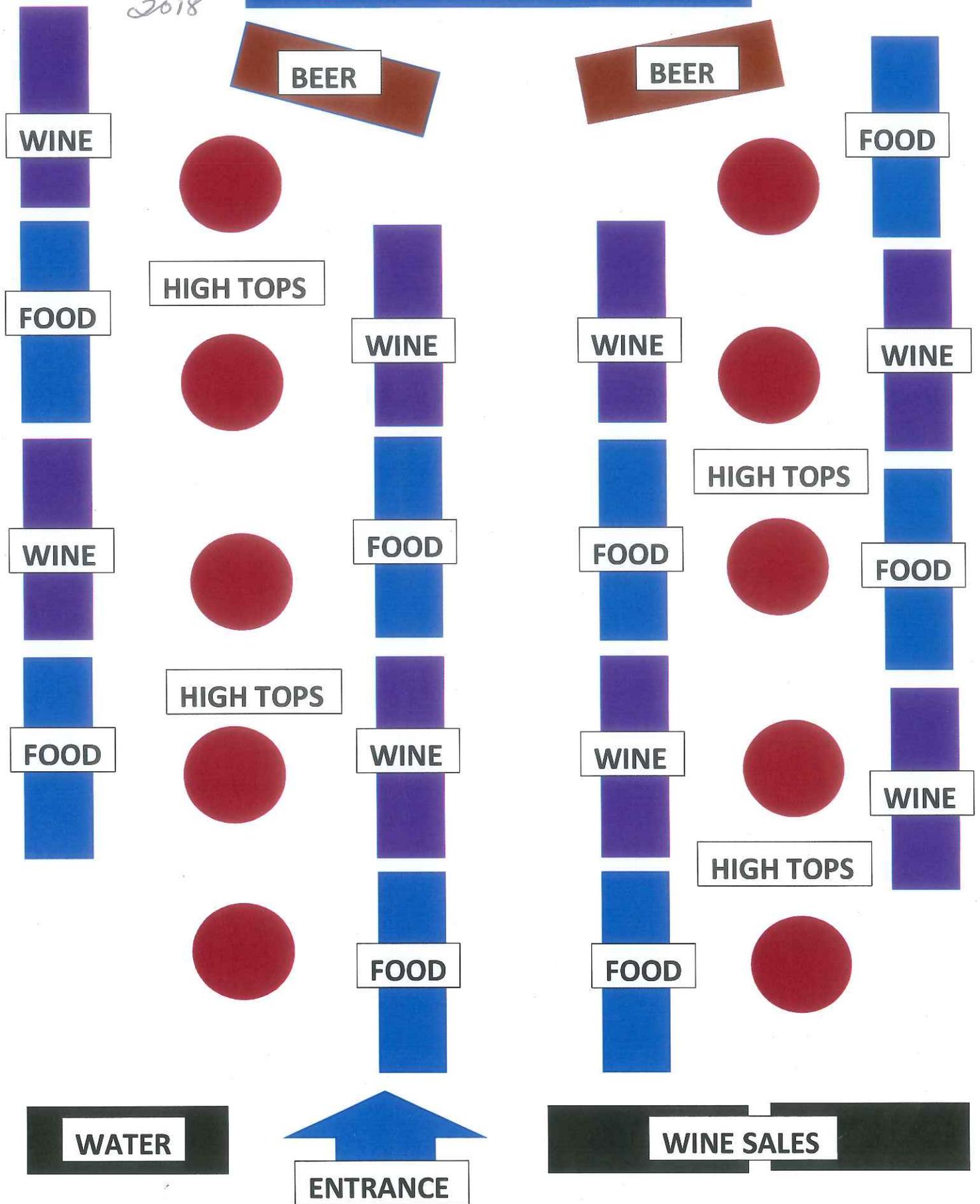
Must be 21 or older to attend this event

Buy Now



POWERS HALL
LAYOUT FOR
GRAND TASTING
2018

NEEDHAM
WOMENS CLUB



Minutes
Board of Selectmen Meeting
February 28, 2018

- 7:00 p.m.** A special meeting of the Board of Selectmen was convened by Chair Marianne Cooley at 7:00 p.m. at the Needham Town Hall. Present were Mr. Dan Matthews, Mr. John Bulian, Mr. Moe Handel, Mr. Matthew Borrelli, Town Manager Kate Fitzpatrick, and Assistant Town Manager/Director of Finance David Davison.
- 7:00 p.m.** **Motion:** Mr. Bulian moved that the Board enter into executive session to consider the purchase, exchange, lease or value of real property, not to return to open session prior to adjournment. Mr. Handel seconded the motion. Ms. Cooley polled the Board. **Unanimously adopted: 5-0.**

**Town of Needham
Board of Selectmen
Minutes for March 27, 2018
Needham Town Hall
Powers Hall**

6:30 p.m. Call to Order:
A meeting of the Board of Selectmen was convened by Chair Marianne B. Cooley. Those present were Daniel P. Matthews, John A. Bulian, Maurice P. Handel, Matthew D. Borrelli, Town Manager Kate Fitzpatrick, and Recording Secretary Mary Hunt.

6:32 p.m. Babson College Scholarships:
Meredith Stover, Director of Financial Aid, Babson College appeared before the Board to discuss scholarship recommendations to local residents. The Board of Selectmen awards scholarships to local residents from a fund made available to the Town from Babson College. The number of scholarships and their size is determined by the Board of Selectmen and the Financial Aid Office of Babson College.

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

<u>New Applicants</u>	<u>Status</u>
Georgia Bregianos	Blended MBA student
Katherine Canavan	Accepted applicant to MSA program
Ben Pasco-Anderson	Evening MBA student

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

6:37 p.m. Appointments and Consent Agenda:
Motion by Mr. Bulian that the Board of Selectmen vote to approved the Appointments and Consent Agenda as presented.

APPOINTMENTS

- 1. Human Rights Committee Christina Mathews (term expires 6/30/2020)**
- 2. Property Tax Assistance Committee Jack Cogswell (term expires 6/30/2020)**

CONSENT AGENDA

- 1. Approve a Special One Day All Alcoholic Beverages License for Nicola Dempsey, of St. Joseph Parish and Schools to hold its Spring Soiree event on Friday, April 6, 2018 from 7:30 to 11:00 p.m. The event will be held in Powers Hall at Needham Town Hall, 1471 Highland Avenue, Needham.**
- 2. Approve a Special One Day Wines & Malt Beverages License for Dinneen Grably, of the Gifford Cat Shelter to hold its Spring Soiree & Silent Auction**

on Saturday, April 21, 2018 from 6:00 p.m. to 10:00 p.m. The event will be held in Powers Hall at Needham Town Hall, 1471 Highland Avenue, Needham.

3. Accept the following donations made to the Needham Park and Recreation Commission's Arts in the Parks Summer Concert Series: \$800 from Copley Motorcars, and \$800 from Roche Brothers.
4. Approve a date and location change for the Eliot PTC to hold its 5K event on May 6, 2018. They did not hold the event on March 17, 2018 as was previously approved. The new route has been approved by the following departments: Park and Recreation, Police, Fire, and DPW.
5. Accept the following donation made to the Needham Community Revitalization Trust Fund: \$1500 from The Exchange Club of Needham, and \$200 from Needham Open Studios.
6. Approve Mobile Food Vendor applications for Capriotti's, Moyzilla, and Sam's Hot Dogs pending successful inspections from Public Health and Fire. Locations will be in the Needham Crossing area. Completed applications are on file in the Office of the Town Manager.
7. Approve a Special One Day Wines & Malt Beverages License for Maxwell Sparr of Trip Advisor to hold an event for Global Citizen on Tuesday, March 27, 2018 from 6:00 p.m. to 8:00 p.m. The event will be held at Trip Advisor, 400 First Avenue, Needham.
8. Grant permission for the following residents to hold block parties:

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Brooks Goddard	59 Otis St.	Otis St. between Webster & Manning	5/20/18	N/A	12pm-3pm

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

6:37 p.m.

Bike Share Program:

Dave Davison, Assistant Town Manager/Director of Finance and Kasia Hart, Metropolitan Area Planning Council appeared before the Board to review the regional bike sharing program in which the Town of Needham may be a participating member. Ms. Hart provided an overview of the bike share program, highlighting benefits communities realize from such a program, discussing how the service was procured, and confirming the next steps needed from the Town to proceed.

Mr. Bulian asked the cost for renting a bicycle, and how to obtain a helmet. Ms. Hart said a ride will cost \$1 per 30 minutes, and helmets must be provided by bike rental companies; vendors will inform users where to buy a helmet. She commented the technology is mobile app based.

Mr. Borrelli asked for the bike pick up location, and the number of bicycles anticipated in Needham. Ms. Hart said bicycles could be available in community designated areas determined by the Town. Mr. Borrelli said he is concerned about bicycles being left in congested areas. Ms. Hart said it is anticipated the system will be available beginning July 2018.

Motion by Mr. Handel that the Board vote to support the Town's participation in the Regional Bike Share Program and the actions to be taken by the Town Manager for the Town to participate in the regional program.
Second: Mr. Bulian. Unanimously approved 5-0.

6:50 p.m. Sign Notice of Intention of Street Layout: Pandolf Lane
Richard Merson appeared before the Board as the residents of Pandolf Lane have requested that Pandolf Lane be accepted as a Public Way. The Petition (Form 1) was received in December 2017, and shows residents requesting acceptance of the Right of Way.

Mr. Merson said the second step in the Street Acceptance process is to notify all interested parties of the intent to layout Pandolf Lane. He said a public meeting to layout Pandolf Lane, with a formal vote, will be scheduled at the Board of Selectmen's next available meeting at least 7 days after posting Form 2 and 2A.

Motion by Mr. Borrelli that the Board vote to approve and sign Form 2 and Form 2A indicating its intention to layout the following street: Pandolf Lane.
Second: Mr. Bulian. Unanimously approved 5-0.

6:57 p.m. Town Manager:
Kate Fitzpatrick, Town Manager appeared before the Board with one item to discuss:
1. Annual Town Meeting Warrant
Kate Fitzpatrick, Town Manager reviewed final versions to the 2018 Annual Town Meeting Warrant. She asked the Board approve the final wording of the Warrant.

Motion by Mr. Bulian that the Board vote to approve the final wording of the 2018 Annual Town Meeting Warrant.
Second: Mr. Handel. Unanimously approved 5-0.

Ms. Cooley announced Thursday, March 29, 2018 as National Vietnam War Veteran's Day, recognizing all Needham residents who served during the Vietnam War.

The Board paused until 7:00 p.m. to begin public hearings and public discussion listed on tonight's agenda.

7:00 p.m. Public Hearing: Application for a License to Store Fuel in Parking Structure located at 692-744 Greendale Avenue, Needham
Lars Unhjem, Mill Creek Residential appeared before the Board requesting a license to allow for parking of approximately 91 vehicles located in the ground and lower levels of Building A at the properties located at 692-744 Greendale Avenue, Needham. Section 4.3 of the Town of Needham General By-laws states that any

amount of liquid petroleum gas in excess of 500 gallons on a property requires a license issued by the Board of Selectmen.

Ms. Fitzpatrick said all paperwork is in order.

Ms. Cooley asked for Board comment. No comments were made.

Ms. Cooley invited public comment. No comments were heard.

Motion by Mr. Handel that the Board of Selectmen vote to approve and authorize the Chair to sign a license for Mill Creek Residential to allow for parking of approximately 91 vehicles located in the ground and lower levels of Building A at the properties located at 692-744 Greendale Avenue, Needham. Second: Mr. Bulian. Unanimously approved 5-0.

7:01 p.m.

Pedestrian Safety Discussion:

Ms. Cooley said discussion tonight is because of the deaths of Talia Newfield and Adrienne Garrido on February 10, 2018. She said the accident investigation continues and results are not yet known. Ms. Cooley read a letter from Craig Newfield, seconded by Pedro Jose Garrido, neither of whom was able to attend tonight's discussion. Ms. Cooley acknowledged the many thoughtful and descriptive letters and photos received from residents about areas of concern in Needham. She said all information is helpful and included in the public record.

Ms. Fitzpatrick gave a powerpoint presentation on pedestrian accident data, recent safety improvements, and next steps being considered by the Town. She stated poor visibility, distraction, and speed are all factors in car crashes. Ms. Fitzpatrick identified areas of concern including schools, Great Plain Avenue in Needham Center, Nehoiden Street, May Street, and the intersection of Dedham/Warren/Harris Avenues. A map was shown outlining pedestrian accident data from June 2015-February 2018. Ms. Fitzpatrick commented on the possibility of lowering the current prima facie speed limit (30 mph) across Town or on certain streets.

Ms. Cooley invited public comment, first asking Steve Delisi, Chair of the Traffic Management Advisory Committee and Heidi Black, Chair of the School Committee for comment.

Steve Delisi, 54 Elmwood Road said two meetings have been held since the accident. He told the Board that speed and crosswalk visibility are most concerning. He said signage and pedestrian activated lights were mentioned by residents.

Heidi Black, 7 Maple Terrace, and Chair of the School Committee, said safety of students, faculty, and staff is the top priority in Needham public schools. She said at various grade levels skills are taught that promote student, rider, and pedestrian safety, and include the bike rodeo, walking school bus, bus safety drills, pedestrian

safety, sidewalk safety, and student crossing guards furthering safety efforts for smaller children. She supports the effort to create a safety zone around Needham High School, and the School Committee is ready to cooperate and collaborate as the Town considers additional safety measures.

Ms. Cooley announced State Representative Denise Garlick's attendance at the discussion.

Phyllis Mays, 141 Chestnut Street addressed the dangers of the intersection at West Street and Hillside Avenue. An overhead photograph was viewed. She suggested a traffic study be completed and asked for a crosswalk to be installed.

Karen Wilfred, 7th grade teacher at Pollard Middle School said the Needham Times recently printed her letter to the editor on the issue of pedestrian safety. Ms. Wilfred said she has a unique perspective as she walks the same routes as students to school. She reiterated points in her letter and comments made by her students including poor visibility due to fencing and cars parked at corners, complicated crossing at Great Plain Avenue, and lack of crossing guards at intersections for students who stay after school. She said a review of Needham's crosswalks, crossing signals, and school zones will produce streets that not only allow for safe walking, but promote, encourage and prioritize safety.

Michele McQuillen, 9 Holland Terrace, appreciates the efforts of the TMAC and police. She told the Board of a recent driving experience she had at the same crosswalk where the accident happened. She said the intersection will not be easy to fix and the entire surrounding area must be addressed. Ms. McQuillan said she does not understand why drivers do not slow down on Webster Street, Manning Street, and in the community as a whole.

Ford Peckham, 26 Lawton Road said there are not enough police in a rapidly growing town. He said drivers talking on the phone are just as dangerous as texting while driving. He implored the State Representative and Senators for legislation making it illegal to talk or text while driving unless using a hands free device. Mr. Peckham said driving habits are horrible and are the cause for increased insurance rates. Mr. Peckham concluded people must take responsibility, and the problem is "on us" to solve.

Kathy Walsh, 12 Greenwood Avenue said drivers are "riding her bumper" on Webster Street. She said the intersection is not well lit and supports pedestrian activated lights at crosswalks and lower speed limits. She said the high school periphery is an active walking area for adults and students.

Felicia Mathais, 354 Webster Street said there has been an increase in traffic on Webster Street in the last 20 years, creating a more hazardous situation at crosswalks and intersections. She said she and her neighbors presented information to the TMAC on three occasions, but a request for adding a pedestrian walk signal,

removal of excess signage, and a 'No Right on Red' at hours before and after school took persistence of more than a year until the request was met. She commented basic safety at crosswalks, including flashing lights and bell signals must be a Town priority. Ms. Mathias also asked for a re-evaluation of the street lighting on Webster Street.

Thomas Crimlisk, 4 Memorial Circle commented on sidewalk safety on Linden Street and Oak Street. He commented on the possibility of driverless cars, instead of spending money on more roads and flashing lights.

Steve Markman, 10 Elizabeth Circle commented street lighting in all of Needham should be evaluated. He explained his neighborhood is very dark and he is surprised people have not been hit. He commented on removal of the crosswalk at the train track on Great Plain Avenue, saying people are using the painted-over crosswalk even though there is signage.

Marvin Stick, 272 Greendale Avenue said he was thrilled to hear of the potential 25 mph, acknowledging it may be too fast in some areas. He told the Board the traffic in his area of Kendrick Street, Greendale Avenue, Nevada Road is a risk to cyclists and pedestrians. He asked the situation be addressed as quickly as possible.

Amy Levingston, 3 Tolman Street said crossing Central Avenue into Newman School is very difficult and she appreciates having police at the crosswalk in the morning and afternoon.

Ally Van Duzen, Pollard staff said snow removal patterns must be considered during the winter, as crosswalks are sometimes not shoveled after a snowstorm.

Andrew Lundquist, 673 Webster Street agreed speed is an issue. He suggested strategies be considered for the bus stop at Holland Street as there is not a crossing guard at 7 a.m.

Leslie Meinhardt, 42 Marshall Street, a commuter, said it is a blessing she is not hit when walking to and from the train. She suggested the traffic consultant and the Board of Selectmen walk the streets to notice fellow citizens are not yielding to pedestrians. She said people are not paying attention or slowing down, and suggested banners be hung urging caution and slow driving. Ms. Meinhardt also commented cyclists riding on sidewalks are dangerous.

Ted Steinberg, 210 Hillside Avenue said it feels good to be heard by elected officials. He reiterated people should feel safe in crosswalks and on sidewalks, commenting distracted driving must be addressed. He said no safety measures will help if drivers are not looking at the road. He said it is time to find solutions.

Roopal Patel, 7 Curtis Road said the crosswalk at North Hill Avenue and Great Plain Avenue is terrifying to cross. She said she drives her children to school even though she lives close to Newman School.

John Newcomb, 657 Webster Street said some measures can be taken to minimize the probability of another accident. He commented that pedestrian activated warning lights are worth considering, as well as an evaluation of lighting on main roads and participation in the Complete Streets Program. He asked "What kind of community do we want to be," and that pedestrian safety should be a priority over other items in the budget. He asked to honor the memory of Talia and Adrienne by bringing about positive change.

Wendy Landman, Walk Boston Executive Director, which is a pedestrian advocacy organization to help make cities and towns safer for all walkers, urged the Board for a systems approach when taking on the issue of making streets and sidewalks safer. Ms. Landman said speed is the greatest contributor of danger for pedestrians, suggesting traffic calming measures for long lasting impact. Ms. Landman offered the assistance of Walk Boston.

Lisa Cherbuliz, 17 Lindbergh Avenue said she is a walker, biker, runner, and driver. She commented children who do not drive, many of whom are distracted while walking, can't know how invisible they are to cars. Ms. Cherbuliz supports comments of other speakers, but said any action must be multi-pronged. She suggested more people should be walking, and said parents are models for their children. Ms. Cherbuliz said a cultural shift and behavior in town must change and that "we are all the solution." She said rules do not matter if people are not paying attention while driving, walking, running, or biking.

Anne Finucane, 25 Sargent Street agreed with comments, particularly comments made by Karen Wilfred. She said she is concerned with Great Plain Avenue from Hersey station to Wilshire Park because of the sharp bend and intersection at Beaufort Avenue.

Mary Coulter, 191 Maple Street said the intersection of Dedham/Harris/Warren is very dangerous, noting many accidents occurred close to her home when she lived on Dedham Avenue. She told the Board of one such accident on November 1, 2004 while waiting with her children for a school bus when she was hit by a truck, as well as several other accidents she witnessed at the intersection. She implored the Board take action to make the intersection safer before another person gets hurt or killed.

Richard Oppenheimer, 668 Webster Street said behavior must change advocating for all safety measures mentioned tonight, including lights at all crosswalks. He said the only thing that will change the behavior of drivers is if they know there is good enforcement of laws. Mr. Oppenheimer said police must do more enforcement.

Georgina Arrieta-Rutenik, 236 Greendale Avenue supports the comments made by neighbor Marvin Stick. She said it is difficult to walk her dog on her street. She concurred with comments made by previous speakers.

High Rock School student, 7 Curtis Road said kids should not be scared when in a crosswalk. He said the most important thing is for drivers to be alert and not distracted while driving.

Marc Lazar, Lindbergh Avenue said he does not understand why there has not been hyper-enforcement of speeding laws since the accident. He said he has seen no change on Webster Street.

Kathleen Culver, 1472 Great Plain Avenue agreed the crosswalk at Great Plain Avenue and North Hill Avenue is ignored by drivers. She said drivers do not yield and it is Massachusetts culture that people are in a hurry. Ms. Culver supports pedestrian activated flashing lights, lower speed limits, greater enforcement by police, and brighter lights. She said Needham is no longer a "sleepy town."

Matt Ladoux, 271 Warren Street concurred the Dedham Avenue/Warren Street intersection is dangerous. He suggested more control over how the intersection is navigated, greater police enforcement, and a reduction of speed limits. He commented he is contemplating moving due to speed on Warren Street.

Connie Leacock, 778 Greendale Avenue said the speed limit should be lowered. She asked the speed limit be reduced.

Margaret Gray, 114 Marked Tree Road said her street has a hill and bend in the road. She commented landscape trucks are a distraction when stopped in the middle of the road.

Patricia Banks, 67 Maple Street said painted green crosswalks "need to go." She commented the crosswalk at the corner of Great Plain Avenue and Maple Street is very dangerous. She explained a situation last week of a woman attempting to cross the street. She said the intersection is a prime location for a pedestrian activated light. Ms. Banks said side streets should have a speed limit of 20 mph.

Paula Markman, 10 Elizabeth Circle urged the Board to make changes before another person is hit. She explained she has been hit twice by cars.

Ann Weinstein, 3 Carey Road said her street is very busy, asking the Board to consider Carey Road in any traffic study. She commented Michael Dorfman, hit and killed by a car on Great Plain Avenue in 2007, was the father of her friend. She asked that he be remembered and part of the discussion record.

Lloyd Bain, 67 Maple Street said he is constantly being tailgated on Webster Street and High Rock Street while going the 30 mph limits. He said a six year surcharge should be placed on insurance as a way to deter drivers from speeding, not signaling, and tailgating. He said Maple Street is a drag way. He commented Dedham recently lowered its speed limit to 25 mph on all secondary roads and non-posted streets. He highly recommends Needham do the same, along with serious police enforcement. Mr. Bain said people are distracted, and in many cases, just do not care. He said children need to be educated when crossing the street, not text, and look both ways. Mr. Bain said if drivers and walkers are ticketed, they will learn to follow the laws.

Ms. Cooley thanked everyone for their input and comments, noting everyone has a responsibility when driving. She acknowledged there are many things Needham could improve.

Mr. Bulian thanked residents, saying everyone needs to do better. He reiterated children watch everything their parents do; he implored people to put their phone down when driving and to stop texting. He agreed children need to be educated when walking. He commented short term solutions and capital planning should be done.

Mr. Matthews said people feel the loss of Talia and Adrienne, and others mentioned. He said people need to be careful and courteous, and it only takes one person to make it dangerous for everyone. Mr. Matthews concurred people who are breaking the law by driving dangerously are not just people passing through Needham, but residents of the Town. He said in the weeks after the accident it seemed there was a huge change in behavior, but slowly bad driving habits have returned. He said it is not enough to rely on people to drive safely, but traffic calming measures, enforcement, and lower speed limits are options. Mr. Matthews said change must be deliberate to avoid unintended consequences, saying there are things that can be done promptly. He concluded it is the community who will decide the kind of community it wants to be.

Mr. Borrelli said discussion was powerful. He commented things are changing rapidly, and the consultant will analyze different areas requiring change. He agreed crosswalk lights, enforcement, and lower speed limits are necessary. He said emails were also received about lighting at Hersey station.

Mr. Handel said many good suggestions for improving the infrastructure were heard. He commented everyone needs to change the driving culture in Massachusetts.

Ms. Cooley thanked everyone for their input.

8:58 p.m.

Law Enforcement Update:

John Schlittler, Chief of Police provided the Board with an update on gun laws in the Commonwealth and how they relate to the Town of Needham. Chief Schlittler said the biggest thing to understand is that the state law book regarding gun licensing is constantly changing. He reviewed with the Board a list including silencers, sharing a database of information with Connecticut, New Jersey, New York, and Rhode Island on individuals prohibited from purchasing or possessing firearms, and the possibility of adding a mental health database. He commented on laws for temporarily suspending a firearms license include mental health, criminal charges, convictions, and restraining orders. Chief Schlittler commented gun license ownership data in Needham shows approximately 150 (FID) Firearm Identification cardholders, 42 Firearm Identification cardholders Restricted Chemical and Propellant Only, 887 Resident Class A large capacity license to carry a firearm, and 3 Resident Class C non-large capacity license to carry a firearm. He further commented on age requirements, process for obtaining a firearm in Massachusetts, and storage of firearms. Chief Schlittler said firearms are not allowed on public property, schools, or in federal buildings. He commented discussion with the Needham School Superintendent, as well as school principals, indicates consensus for not arming teachers. He said there are many reasons for not arming teachers, and balance must be met for educating and keeping students safe. Chief Schlittler reiterated the ALICE Protocol continues as part of school training and drills. Chief Schlittler said assault weapons were banned in Massachusetts under federal guidelines in 1994 and recently enhanced by Attorney General Healy in 2016.

Denise Garlick, State Representative commented in 2014 the Massachusetts legislature passed the Gun Violence Reform Law. She reiterated Massachusetts has the strictest gun laws in the country and the lowest rate of death by guns, which she said is not a coincidence. She said assault weapons and bump stocks are banned. She commented it is an ironic discussion of putting guns in schools that is occurring when scissors are banned. Ms. Garlick said the Massachusetts Teachers Association voted unanimously to prohibit guns in schools by teachers.

Mr. Matthews said the subject is serious, explaining recent action in Congress requiring states grant reciprocity for gun permits from other states. He said the idea there would be a partisan effort at the federal level to force reciprocity is a threat for those who want careful and serious firearm restrictions, and requires a response.

Ms. Cooley referred to a Boston Globe article indicating if other states had the same gun laws as Massachusetts and the same rate of death from guns, then there would be 27,000 fewer deaths in the United States.

The Board thanked Chief Schlittler for the update.

9:18 p.m.

Public Hearing: Comcast Corporation - Chestnut Street

Motion by Mr. Bulian that the Board of Selectmen vote to continue Public Hearing: Comcast Corporation - Chestnut Street to April 11, 2018.

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

9:18 p.m. Public Hearing: Comcast Corporation - 2nd Avenue
Manuel Furtado, Comcast Corporation representative appeared before the Board requesting permission to install approximately 68' of 1x4" conduit in street starting on 2nd Avenue Pole NT/NT crossing 2nd Avenue for 68' onto private property as shown on design plan. Comcast reports that this work is for a new 400 unit apartment building. Mr. Furtado said the Town Engineer has agreed to the design.

Ms. Fitzpatrick said all paperwork is in order.

Ms. Cooley invited public comment. No comments were heard.

Motion by Mr. Handel that the Board of Selectmen approve and sign a petition from Comcast Corporation to 1.) install approximately 225' of conduit in the street: starting on 2nd Avenue Pole NT Crossing 2nd Avenue for 45' and continuing on A Street for 180' to existing conduit on private property as shown on design plan;11 and 2.) to install approximately 68' of 1x4" conduit in street starting on 2nd Avenue Pole NT/NT crossing 2nd Avenue for 68' onto private property as shown on design plan.

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

9:20 p.m. Board Discussion:
1. Committee Reports
No Committee Reports were made.

9:20 p.m. Adjourn:
Motion by Mr. Handel that the Board of Selectmen vote to adjourn the Board of Selectmen meeting of March 27, 2018.
Second: Mr. Bulian. Unanimously approved 5-0.

A list of all documents used at this Board of Selectmen meeting are available at:
<http://www.needhamma.gov/Archive.aspx?AMID=99&Type=&ADID=>

**Town of Needham
Board of Selectmen
Minutes for April 11, 2018
Selectmen's Chamber
Needham Town Hall**

6:45 p.m. Informal Meeting with Citizens: No public comment.

7:00 p.m. Call to Order:
A meeting of the Board of Selectmen was convened by Vice Chair Daniel P. Matthews. Those present were Maurice P. Handel, John A. Bulian, Matthew D. Borrelli, Town Manager Kate Fitzpatrick, and Recording Secretary Mary Hunt. Chair Marianne B. Cooley did not attend the meeting.

7:00 p.m. Reorganization of the Board:
Theodora K. Eaton, Town Clerk, swore in newly re-elected Officials: John A. Bulian and Maurice P. Handel.

Mr. Matthews congratulated Mr. Bulian and Mr. Handel on their re-election to the Board. He also recognized Marianne B. Cooley thanking her for her leadership as Chair of the Board of Selectmen during the last year.

The Board accepted nominations for reorganization of the Board of Selectmen:

**Motion by Mr. Bulian that the Board of Selectmen vote to nominate Daniel P. Matthews to serve as Chair of the Town of Needham Board of Selectmen.
Second: Mr. Handel. Unanimously approved 3-0.**

**Motion by Mr. Handel that the Board of Selectmen vote to nominate John A. Bulian to serve as Vice-Chair of the Town of Needham Board of Selectmen.
Second: Mr. Borrelli. Unanimously approved 3-0.**

**Motion by Mr. Bulian that the Board of Selectmen vote to nominate Maurice P. Handel to serve as Secretary/Clerk of the Town of Needham Board of Selectmen.
Second: Mr. Borrelli. Unanimously approved 3-0.**

Mr. Matthews noted the Board repositioned itself prior to the start of the meeting due to the absence of Ms. Cooley.

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

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

Mr. Matthews suggested the Board vote the regular meeting schedule for the year as presented, and resolve summer meeting date conflicts at the next Board of Selectmen meeting on April 24, 2018.

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

7:07 p.m. Arbor Day Proclamation 2018:
Mr. Bulian read a proclamation recognizing the last Friday in April as Arbor Day in the Town of Needham.

Motion by Mr. Bulian that the Board of Selectmen of the Town of Needham do hereby proclaim the last Friday in April as Arbor Day in the Town of Needham and we encourage our residents to support all efforts to protect our trees and woodlands for future generations to come. Our Children, our Trees, our Future. Second: Mr. Borrelli. Unanimously approved 4-0.

7:10 p.m. Continued Public Hearing - Grant of Location: Comcast Service to 970 Great Plain Avenue
Manuel Furtado, Comcast Representative appeared before the Board to continue Public Hearing - Grant of Location: Comcast Service to 970 Great Plain Avenue, requesting approval to install approximately 410' in street/parking lot starting on Chestnut Road (abandoned in 1998) as shown in trenching in Town property as shown to existing structure, continuing as shown across parking lot to utility pole #NT on Lincoln Street.

Mr. Matthews invited public comment.

Nick Coppola, 20 Chestnut Street said his building abuts the plaza and expressed concern for 30 year old trees, as well as possible work up against the foundation of his property. He asked about an existing feed and what work will be done in the plaza. Mr. Furtado said Comcast has abandoned the decision to trench near property owned by Mr. Coppola. He explained the new design and plan, including stitch trenching to repair damage to conduit. Mr. Coppola was satisfied with the plan.

Motion by Mr. Handel that the Board of Selectmen approve and sign a revised petition from Comcast Corporation to install approximately 410' in street/parking lot starting on Chestnut Road (abandoned in 1998) as shown

**trenching in Town property as shown to existing structure. Continuing as shown across Parking Lot to Utility Pole #NT on Lincoln Street.
Second: Mr. Borrelli. Unanimously approved 4-0.**

7:19 p.m.

Director of Public Works:

Richard P. Merson, Director of Public Works appeared before the Board with two items to discuss:

1. Public Hearing: Layout of Pandolf Lane

Mr. Merson said residents of Pandolf Lane are requesting that Pandolf Lane be accepted as a Public Way. He stated at the March 27, 2018 Board of Selectmen meeting, the Selectmen voted their Intention to Layout the Way at a public hearing scheduled for April 11, 2018. He said this is the third step in the Street Acceptance process. Mr. Merson said the next step will be a vote at the Annual Town Meeting in May 2018.

Mr. Matthews invited public comment.

David Dyson, 8 Pandolf Lane expressed support that Pandolf Lane be accepted as a public way.

Mr. Matthews asked for Board comment.

Mr. Handel asked about a wall intruding into the layout. Mr. Merson said the issue has been resolved.

Motion by Mr. Borrelli that the Board vote to approve and sign the Street Acceptance plan to Layout Pandolf Lane.

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

2. Sign Notice of Experimental Traffic Regulation - A Street and 4th Avenue

Mr. Merson said the Town of Needham proposes to create an experimental on-street parking regulation for food vendors in the New England Business Center Zoning District. He commented this experimental regulation provides for "Food Vendor Parking Only" for an eighty foot section on A Street across from 40 A Street, and a fifty foot section of 4th Avenue in front of 115-117 4th Avenue, Tuesday through Friday from 9 AM to 3 PM. He noted experimental regulations are temporary for a 30-day period and allowed to be renewed upon the Select Board's re-authorization vote.

Motion by Mr. Handel that the Board vote to approve and sign the Notice of Experimental Traffic Regulation permit #Temp 18-04-11a for A Street, Food Vendor Parking Only, East sideline of A Street 80 foot section across from 40 A Street - Tuesday-Friday 9 AM to 3 PM.

and

that the Board vote to approve and sign the Notice of Experimental Traffic Regulation Permit #Temp 18-04-11b for 4th Avenue, Food Vendor Parking Only, West sideline of 4th Avenue 50 foot section in front of 115-117 4th Avenue - Tuesday-Friday 9 Am to 3 PM.

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

Ms. Fitzpatrick recognized the efforts of Sandy Cincotta to bring this Board of Selectmen goal to fruition.

Mr. Handel concurred with comments made by Ms. Fitzpatrick, adding food vendors are a much needed and desired amenity in Needham Crossing.

7:25 p.m.

Board Discussion: Public Safety Communication

The Board discussed Public Safety Communication as part of the Public Safety Building project. Mr. Matthews said substantial developments have occurred since the last public meeting held by the Board of Selectmen. He gave an overview of the Public Safety Buildings project for replacing the long serving and aging buildings in the downtown and in Needham Heights. Mr. Matthews said an element of the project is replacement of the public safety communication system for improved Town-wide service for police, fire, and other public safety. The current system, he said, is not adequate, noting new technology would rely on four proposed broadcast towers (Recycling and Transfer Station, Police and Fire headquarters, Birds Hill water tank, and the Dunster Water tank) for communication coverage throughout Needham. Mr. Matthews acknowledged the Town is subject to its own zoning by-laws, saying the proposed height of the towers requires zoning amendments. He said design of the project could not be completed without assurance that the Town would amend its zoning, requiring approval by the Planning Board and 2/3's vote by Town Meeting. He said it is fair to say the Board of Selectmen did not hold some meetings due to the urgency of other Town business, and that there were problems with the way notices were issued for the hearings held. He commented on great opposition, particularly to the use of monopole installations. Mr. Matthews commented the Board held a special meeting last Saturday, April 7, 2018, at the Center at the Heights for resident comment. Mr. Matthews said most folks strongly support moving forward with the public safety project, but are very much opposed to the communications plan including the use of the monopole on Birds Hill water tank and Dunster water tank. Mr. Matthews stated the Planning Board granted the Board of Selectmen's request to withdraw its petition. He summarized the intention of the Board of Selectmen is to ask the PPBC to review the communication system and make a new recommendation. Mr. Matthews said there are other potential options, some more costly. He said it's his impression that people attending the special meeting were agreeable to a reasonable increase in cost, if it leads to an outcome not requiring monopoles or intrusive architecture in residential neighborhoods. Mr. Matthews commented review and reconsideration of the communication system design and review of a new recommendation includes a

number of steps, noting staying on schedule is important due to other contemplated/planned Town projects. Mr. Matthews asked for Board comment.

Mr. Borrelli said Mr. Matthews summarized the issue very well. He said there are other alternatives, with the goal of reaching a different conclusion.

7:40 p.m. Town Manager:
Kate Fitzpatrick, Town Manager appeared before the Board with three items to discuss:

1. Close Special Town Meeting Warrant
Ms. Fitzpatrick reviewed changes to the draft Special Town Meeting Warrant. She asked the Board to close the Special Town Meeting Warrant subject to minor technical corrections to be made by the Town Manager, Town Counsel, and Bond Counsel.

Motion by Mr. Borrelli that the Board vote to close the warrant for the May 14, 2018 Special Town Meeting, subject to minor technical corrections to be made by the Town Manager, Town Counsel, and Bond Counsel.

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

7:45 p.m. Appointments and Consent Agenda:
Motion by Mr. Handel that the Board vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENTS

Human Rights Committee Julie Venables (term expires 6/30/2020)

CONSENT AGENDA

1. **Accept a donation of \$700 made to Needham Youth Service's from The Needham Community Council. They would like the monies to be used to sponsor its VAN program.**
2. **Approve Open Session minutes from March 14, 2018 and March 20, 2018, and Executive Session minutes from February 13, 2018 and February 27, 2018.**
3. **Accept the following donations made to the Needham Community Revitalization Trust Fund: \$100 from the Charles River Center; and \$1,906.00 from Kathleen Fitzgerald.**
4. **Accept a donation of \$2,834.98 made to the Needham Health Department's Gift of Warmth Fund from the Needham Woman's Club.**
5. **Approve a request from Liz Mingle, of PMC- PanMass Challenge, to hold its PMC Kids Ride Needham event on Sunday, June 10, 2018 from 9:00 a.m. to 11:00 a.m. The bike route begins and ends at the Pollard Middle School on Harris Avenue. The route of the ride has been approved by the following departments, DPW, Police, Fire, and Park and Recreation. Approval for use of the parking lot at Pollard has been granted.**
6. **Water & Sewer Abatement Order #1253**

7. Approve a One Day Special Wines & Malt Beverages Only license for Robert Timmerman II, of the Needham Knights of Columbus, to host a Trivia Night Benefit for the Ching Educational Fund on Saturday, April 28, 2018 from 5:00 p.m. to 11:00 p.m. The event will be held at Needham Knights of Columbus, 1211 Highland Avenue, Needham.
8. Approve Mobile Food Vendor applications for Rice Burg, Cod Squad, Roxy's Grilled Cheese, and Roadworthy pending successful inspections from Public Health and Fire. Locations will be in the Needham Crossing area. Completed applications are on file in the Office of the Town Manager.
9. Grant permission for the following residents to hold block parties:

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Andrew Allen	955 Webster St.	Webster St between Dedham & Howland	8/25/18	9/1/18	12pm-3pm

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

2. Positions on Warrant Articles

The Board took positions on warrant articles contained in the Annual Town Meeting warrant.

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

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

Motion by Mr. Bulian that the Board of Selectmen vote to withdraw Article 4 - Fund Collective Bargaining Agreement/NIPEA/DPW in the Annual Town Meeting Warrant.

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

Motion by Mr. Bulian that the Board of Selectmen vote to withdraw Article 5 - Fund Collective Bargaining Agreement/ITWA in the Annual Town Meeting Warrant.

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

Motion by Mr. Bulian that the Board of Selectmen vote to withdraw Article 6 - Fund Collective Bargaining Agreement/Building Custodian/Trades Independent Association in the Annual Town Meeting Warrant.

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

Motion by Mr. Borrelli that the Board of Selectmen vote to support Article 7 - Accept c. 73 Tax Exemption Limits in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 8 - Appropriate for Property Tax Assistance in the Annual Town Meeting Warrant.

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

**Motion by Mr. Borrelli that the Board of Selectmen vote to support Article 9 -
Appropriate for Senior Corps in the Annual Town Meeting Warrant.
Second: Mr. Handel. Unanimously approved 4-0.**

**Motion by Mr. Handel that the Board of Selectmen vote to support Article 10 -
Appropriate for Town-Owned Land Surveys in the Annual Town Meeting
Warrant.
Second: Mr. Borrelli. Unanimously approved 4-0.**

**Motion by Mr. Borrelli that the Board of Selectmen vote to support Article 11 -
Appropriate for Public Facilities Maintenance Program in the Annual Town
Meeting Warrant.
Second: Mr. Bulian. Unanimously approved 4-0.**

**Motion by Mr. Handel that the Board of Selectmen vote to support Article 12 -
Appropriate for Time Clock System in the Annual Town Meeting Warrant.
Second: Mr. Bulian. Unanimously approved 4-0.**

**Motion by Mr. Handel that the Board of Selectmen vote to support Article 13 -
Appropriate for Long Range Plan in the Annual Town Meeting Warrant.
Second: Mr. Bulian. Unanimously approved 4-0.**

**Motion by Mr. Bulian that the Board of Selectmen vote to support Article 14 -
Appropriate for RTS Efficiency Study in the Annual Town Meeting Warrant.
Second: Mr. Handel. Unanimously approved 4-0.**

**Motion by Mr. Handel that the Board of Selectmen vote to support Article 15 -
Appropriate for Water Meter Data Collection in the Annual Town Meeting
Warrant.
Second: Mr. Bulian. Unanimously approved 4-0.**

**Motion by Mr. Handel that the Board of Selectmen vote to support Article 16 -
Appropriate for FY2019 Operating Budget in the Annual Town Meeting
Warrant.
Second: Mr. Borrelli. Unanimously approved 4-0.**

**Motion by Mr. Bulian that the Board of Selectmen vote to support Article 17 -
Appropriate for FY2019 RTS Enterprise Fund Budget in the Annual Town
Meeting Warrant.
Second: Mr. Handel. Unanimously approved 4-0.**

**Motion by Mr. Handel that the Board of Selectmen vote to support Article 18 -
Appropriate for FY2019 Sewer Enterprise Fund Budget in the Annual Town
Meeting Warrant.
Second: Mr. Bulian. Unanimously approved 4-0.**

Motion by Mr. Handel that the Board of Selectmen vote to support Article 19 - Appropriate for FY2019 Water Enterprise Fund Budget in the Annual Town Meeting Warrant.

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

Motion by Mr. Borrelli that the Board of Selectmen vote to support Article 20 - Amend General By-Law - Department Revolving Funds in the Annual Town Meeting Warrant.

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

Motion by Mr. Borrelli that the Board of Selectmen vote to support Article 21 - Set the Annual Department Revolving Spending Limit in the Annual Town Meeting Warrant.

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

Motion by Mr. Borrelli that the Board of Selectmen vote to support Article 22- Authorization to Expend State Funds for Public Ways in the Annual Town Meeting Warrant.

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

Article 23 - Defer.

Article 24 - Defer.

Article 25 - Defer.

Motion by Mr. Bulian that the Board of Selectmen vote to support Article 26 - Appropriate for Rosemary Lake Sediment Removal in the Annual Town Meeting Warrant.

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

Motion by Mr. Borrelli that the Board of Selectmen vote to support Article 27 - Appropriate for Rosemary Camp Property in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 28 - Appropriate for Emery Grover Feasibility in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 29 - Appropriate for Historic Database Project in the Annual Town Meeting Warrant.

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

Article 30 - Defer.

Motion by Mr. Borrelli that the Board of Selectmen vote to support Article 31 - Appropriate to Community Preservation Fund in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 32 - Appropriate for General Fund Cash Capital in the Annual Town Meeting Warrant.

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

Motion by Mr. Borrelli that the Board of Selectmen vote to support Article 33 - Appropriate for Athletic Facility Improvements Design in the Annual Town Meeting Warrant.

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

Motion by Mr. Borrelli that the Board of Selectmen vote to support Article 34 - Appropriate for Public Works Infrastructure Program in the Annual Town Meeting Warrant.

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

Motion by Mr. Borrelli that the Board of Selectmen vote to support Article 35 - Appropriate for DPW Storage Facility in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 36 - Appropriate for RTS Enterprise Fund Cash Capital in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 37 - Appropriate for RTS Property Repairs in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 38 - Appropriate for Sewer Enterprise Fund Cash Capital in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 39 - Appropriate for Water Enterprise Fund Cash Capital in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 40 - Appropriate for Athletic Facility Improvement Fund in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 41 - Appropriate to the Capital Improvement Fund in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 42 - Appropriate to Capital Facility Fund in the Annual Town Meeting Warrant.

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

Article 43 - Defer.

Article 44 - Defer.

Motion by Mr. Bulian that the Board of Selectmen vote to support Article 45 - Non-Betterment Street Acceptance - Pandolf Lane in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 46 - Amend General By-Law/Public Construction in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 47 - Amend General By-Law/Contract Procedures in the Annual Town Meeting Warrant.

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

Motion by Mr. Borrelli that the Board of Selectmen vote to support Article 48 - Amend General By-Law/Vaccination Requirement in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 49 - Revoke M.G.L. C. 44 Section 53F - 1/2 - RTS Enterprise Fund in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 50 - Home Rule Petition/Amend Town Charter in the Annual Town Meeting Warrant.

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

Motion by Mr. Borrelli that the Board of Selectmen vote to support Article 51 - Amend General By-Law/Stormwater as amended in the Annual Town Meeting Warrant.

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

Discussion ensued on capturing stormwater run-off from construction of an addition to a home.

Motion by Mr. Handel that the Board of Selectmen vote to support Article 52 - Amend General By-Law/Non-Criminal Disposition in the Annual Town Meeting Warrant.

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

Discussion ensued on the fine amount for each offense as it relates to stormwater management.

The Board took positions on articles contained in the Special Town Meeting warrant.

Motion by Mr. Borrelli that the Board of Selectmen vote to support Article 1 - Appropriate for Project Management in the Special Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 2 - Appropriate for Building Maintenance Study in the Special Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 3 - Appropriate for Pedestrian Safety Initiative in the Special Town Meeting Warrant.

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

Article 4 - Defer.

Motion by Mr. Handel that the Board of Selectmen vote to support Article 9 - Appropriate for Mitchell School Locker Replacement in the Special Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 10 - Appropriate for Mitchell School Modular Classrooms in the Special Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 11 - Appropriate for High School Expansion Construction in the Special Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 12 - Authorization for Acquisition of Real Property in the Special Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 13 - Rescind Debt Authorization in the Special Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 14 - Amend General By-Law - Department Revolving Funds in the Special Town Meeting Warrant.

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

Motion by Mr. Handel that the Board of Selectmen vote to support Article 15 - Set Annual Department Revolving Spending Limit in the Special Town Meeting Warrant.

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

3. Town Manager's Report

Ms. Fitzpatrick reported the Town is saving \$16,000/month in energy use by "load shedding" during the summer months. She said the Town is part of a service receiving notification of peak energy days, allowing the Town to switch some of its buildings to generators.

Ms. Fitzpatrick reported TripAdvisor, as part of the TIF Agreement and Host Community Agreement have created 450 new jobs at their headquarters, and invested over \$20,000,000 in personal property. Ms. Fitzpatrick said six Needham residents participated in TripAdvisor's 2016 Internship Program and four residents participated in the 2017 Program. She commented TripAdvisor also committed to providing \$25,000 in scholarship money to support school sponsored travel opportunities for high school students.

Ms. Fitzpatrick reported a non-essential outdoor water restriction will not be sought for the summer 2018, as the Board voted in January 2018 to relinquish its water

permit through the Department of Environmental Protection's Water Withdrawal Program. She asked residents continue to remain mindful of their water use.

8:27 p.m.

Board Discussion:

1. Committee Reports

The Board discussed their precinct room locations for warrant night.

Mr. Matthews reported tomorrow at 11:00 a.m. is the "Topping Off Ceremony" at the Minuteman Regional Vocational High School currently under construction. He said all are invited to attend.

8:30 p.m.

Adjourn:

Motion by Mr. Borrelli that the Board vote to adjourn the Board of Selectmen meeting of April 11, 2018.

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

A list of all documents used at this Board of Selectmen meeting are available at:
<http://www.needhamma.gov/Archive.aspx?AMID=99&Type=&ADID=>

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

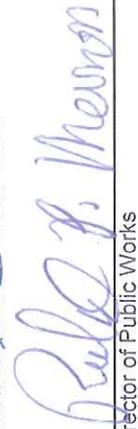
WHEREAS certain inadvertent error(s) were made in said commitment(s), it is hereby requested that you abate these particular account(s) in the amount(s) stated below.

Water Sales:	-\$160.60
Water Irrigation:	\$0.00
Water Admin Fees	\$0.00
Sewer Sales:	-\$341.64
Transfer Station Charges:	\$0.00
Total Abatement:	-\$502.24

Order #: 1254

Read and Approved:


Assistant Director of Public Works


Director of Public Works

For the Board of Selectmen

Date: 4/24/18

Town of Needham
Water Sewer Billing System
Adjustment Form

Prepared By:	Last Name	First Name	Customer ID#	Location ID#	Street Number	Street Name	Irrigation Water	Domestic Water	Sewer	Total	Reason	Corrected Last Read
DB	Rowin	Ethan & Tessa	41287	2214	76	Highgate Street	\$0.00	-\$57.70	-\$55.08	-\$112.78	ACC	N
JO	Council on Aging (1)						\$0.00	-\$102.90	-\$286.56	-\$389.46	COA	N
Total:										-\$502.24		

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

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