



Needham Board of Health



REVISED AGENDA

Friday, April 14, 2017

7:00 a.m. – 9:30 a.m.

**Charles River Room – Public Services Administration Building
500 Dedham Avenue, Needham MA 02492**

- 7:00 to 7:05 - Welcome & Review of Minutes (March 10th)
- 7:05 to 7:30 - Staff Reports (March)

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Board of Health Public Hearing

- 7:30 to 8:00 - Revise Article 19: Regulation Governing the Practice of Bodyworks

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- 8:00 to 8:15 - Discussion with Town Manager
- 8:15 to 8:30 - Brief Presentation of Rosemary Recreation Complex
- 8:30 to 9:15 - Strategic Planning Exercise
- 9:15 to 9:20 - Proposed Amendments to Tobacco Regulation
- 9:20 to 9:25 - Concussion Training Project Update
- 9:25 to 9:30 - Public Health Office Suite Update
- Other Items (EMF, Rosemary Letter, NCMCD Notification, IPM)
- Next Meeting ... Friday May 12, 2017
- Adjournment

(Please note that all times are approximate)



Needham Board of Health



Notice of Public Hearings

Friday, April 14, 2017

7:30 a.m. – 8:00 a.m.

**Charles River Room – Public Services Administration Building
500 Dedham Avenue, Needham MA 02492**

At an open meeting and a public hearing on April 14, 2017, the Board of Health of the Town of Needham, County of Norfolk, Massachusetts, acting under the authority of Chapter 111, Section 31 of Massachusetts General Laws shall consider regulations. The purpose of these regulations is to:

- Revise Article 19: "Regulation Governing the Practice of Bodyworks" to update regulations adopted in 2015 and to revise and streamline some of the administrative requirements that are placed onto individual bodyworks practitioners and onto bodyworks establishments.

These regulations shall be considered in Needham in the interest of, and for the preservation of, the public health. This summary shall serve as notice to all.

Comments will be accepted at the public hearing, and will also be accepted through Tuesday April 11th in writing via electronic or postal mail. Please send comments to healthdepartment@needhamma.gov or to Public Health Division, 1471 Highland Avenue, Needham, MA 02492.

This regulation is available for interested parties to review on the Public Health Division's website at www.needham.gov/health.

NEEDHAM BOARD OF HEALTH

March 10, 2017

MEETING MINUTES

PRESENT: Edward V. Cosgrove, PhD, Chair, Jane Fogg, Vice-Chair, M.D., and Stephen Epstein, M.D

STAFF: Timothy McDonald, Director, Donna Carmichael, Catherine Delano, Maryanne Dinell, Tara Gurge, Carol Read, Dawn Stiller

CONVENE: 7:00 a.m. - Public Services Administration Building (PSAB), 500 Dedham Avenue, Needham MA 02492

DISCUSSION:

Called To Order - 7:07 a.m. - Dr. Cosgrove, Chairman

APPROVE MINUTES:

Upon motion duly made and seconded, the minutes of the BOH meeting of February 10, 2017 were approved as submitted.

The motion carried. The vote was unanimous.

DIRECTOR'S REPORT - Timothy McDonald

Mr. McDonald reported on job postings which included Public Health and the Council on Aging. Mr. McDonald stated that the search for an Executive Director of the Council on Aging has involved a great deal of time. He will present a recommendation on the preferred candidate to the Council on Aging Board on Wednesday, March 15, 2017. He pointed out that there were good candidates for this position. Mr. McDonald noted that Ms. Tara Gurge and Ms. Donna Carmichael served on the search committee for this position.

Mr. McDonald provided an update on an ongoing issue with a Needham resident on Riverside Street. Mr. McDonald stated that the resident own six properties that are in poor condition. He noted that there have been dozens of neighbor complaints over the years that have resulted in letters/warnings from Environmental Health Agent (Ms. Gurge) and the Building Commissioner (Mr. David Roche). Mr. McDonald stated that he has been in conversation with the attorney for the resident and a solution is in place that would resolve the ongoing issues.

STAFF REPORTS

- **Public Health Nurses Report - Donna Carmichael, RN**

Ms. Carmichael presented a brief review on communicable diseases and animal bites. Ms. Carmichael stated that there were two Campylobacters reported, one was a travel to Costa Rica and one was related to a restaurant where there was a drink served with raw eggs.

Ms. Carmichael provided an update on flu vaccines and reported on her communications with nursing homes in this regard. Ms. Carmichael also provided a brief update on fuel assistance programs.

Ms. Carmichael reported that DVAC hired an intern to help with media support and support for the DVAC Committee.

• **Traveling Meals Coordinator Report - Maryanne Dinell**

Ms. Dinell reported on the protocol for meal deliveries during inclement weather. Ms. Dinell stated that she is working on the job posting for the summer. Ms. Dinell reported that a student is working with Traveling Meals to fulfill their community service requirement.

• **Environmental Health Agents Report - Tara Gurge**

Ms. Gurge reported on the pre-operation food inspection that was conducted at the Linden/Chambers Meals Site, #5 Chambers Street. She also reported on the pre-operation food inspection that was conducted at True Test Kitchen, #301 Reservoir Street.

Ms. Gurge reported on a food complaint and follow-up for Mandarin Cuisine. She stated that she received a report of food prep being conducted outside in back of establishment: defrosting shrimp and leaving food waste outside, attracting birds, pests, etc. Ms. Gurge stated that a site visit was conducted. She spoke to manager about the complaint. A follow-up site visit was conducted and the issue was addressed. Ms. Gurge stated that she will continue to monitor this establishment.

Ms. Gurge stated that she is working with the Town on the Pool Plan Review for the new Rosemary Pool. Ms. Gurge stated that this process is ongoing. She added that she is also working with them on their proposed pool water features in the family pool for review and approval. Ms. Gurge also reported that she is working with Wingate on permitting requirements for their new pool in the new building.

Ms. Gurge reported that Annual Trash hauler permit renewal letters have been mailed out. She is in the process of receiving completed applications and permit renewal fees. Ms. Gurge stated that she will set up trash hauler truck

inspections for the end of March. Ms. Gurge stated that she has been working with the DEP and Gregg Smith, RTS Director to update the existing ARTICLE 2 - REGULATIONS FOR THE DISPOSAL OF REFUSE. (Draft regulations still pending.) A brief discussion followed on food waste and composting.

Ms. Gurge provided a brief update on the receipt of a grant from the Food and Drug Administration (FDA): Voluntary National Retail Food Regulatory Program Standards. Ms. Gurge stated that she is working collaboratively with the Norwood Public Health Department in terms of assessing current practices and creating program efficiencies.

- **Senior Substance Use Prevention Coordinator - Catherine Delano**

Ms. Delano's reported that planning for the Pharmacist Workshop is nearing completion. Ms. Delano stated that workshop will be titled, A Dose of Reality, The Pharmacist Role in Preventing Opioid Addiction. She stated that she has secured two speakers for this event: a clinical pharmacist and the head of pain management at Newton Wellesley Hospital. Ms. Delano stated that the event will be held at the MIT Endicott House in Dedham.

Ms. Delano stated that she and Ms. Carmichael are planning a Lunch and Learn event. This will take place at the Center at the Heights (CATH). The focus will be on educating CATH members on the safe use, storage, and disposal of prescription medication.

Ms. Delano stated that she has met with other MetroWest Coalitions to discuss applying for a grant to do asset mapping of the region. Ms. Delano also stated that the Action Teams continue to meet and are doing excellent work. One of the goals is to create a youth Diversion Program in Needham.

- **Substance Abuse Prevention and Education - Carol Read**

Ms. Read reported that she, Ms. Carmichael and Ms. Delano continue working with the Crisis Community Crisis Intervention Team (CCIT). She stated that team members include Chris Baker and Sgt. John McGrath, Needham Fire, Donald Anastasi, Eddie Sullivan, Donna Carmichael, Latanya Steel, Catherine Delano, and Riverside Community Liaison Noelle Kelly, LICSW. Ms. Read stated that the success of the meetings is that there is a commitment from Newton-Wellesley Hospital to provide data on mental health evaluation and discharge. Ms. Read also stated that Kathy Davidson BIDN CNO, has provided data on review BIDN protocols for ED related to screening for SUD and MH, security enhancements, appropriate level of care evaluation basis for

transport and inpatient SUD and MH discharge. Ms. Read stated that the conversations have been educational and enlightening in the terms of helping residents. Ms. Carmichael added that this is an opportunity to help with some of the chronic cases. She added that there will be follow-up for chronic cases to provide continued support.

Ms. Read reported that SAPC communities of both Westwood and Norwood have formally added ballot question to restrict the sale of recreational marijuana in their communities. She added that Dedham is planning to opt out in the fall. A general discussion followed on establishing a ballot question for opting out of the operation and cultivation of commercial marijuana.

Ms. Read reported that TIPS training and certification is scheduled for Monday, May 1st. She stated that an in-kind donation was received that has allowed the event to take place at the American Legion in Dedham. Ms. Read stated that the training would involve certification... She added that she has had quick response from Needham.

PROPOSED AMENDMENTS TO BODYWORKS REGULATION

Ms. Gurge described additional changes to the Bodyworks Regulations. Ms. Gurge noted changes to the wording regarding a doctor's note to a note from a medical provider/practitioner. Ms. Gurge stated that sections R and S were added to the regulations. This section includes requirements for copies of registrations for massage therapist, and bodywork therapist. A brief discussion followed on professional liability insurance. Mr. McDonald stated that he will invite all licensed establishments and applicants to a formal hearing to review the changes and talk about the process. A brief discussion followed.

PROPOSED AMENDMENTS TO TOBACCO REGULATIONS

Mr. McDonald stated that he Ms. Gurge and Ms. De Winter have worked extensively on the draft tobacco regulations. The draft is based on the proposed changes that have been previously discussed. Mr. McDonald summarized his conversation with DJ Wilson from the Mass Municipal Association. Mr. McDonald spoke briefly about the Needham draft regulations and compared them to the State Model Regulations. Mr. McDonald described areas within the State Model Regulations that could be included in the Needham draft regulations. He described the suspension schedule. A brief discussion followed on options to retire tobacco permit and the number of tobacco vendors in Needham. The conversation veered to a lengthy discussion on the 205' or 500' buffer zone for the installation of a medical marijuana dispensary or retail marijuana. Mr. McDonald presented a schematic map outlining the

buffer zone. After a lengthy discussion followed Mr. McDonald stated that he would send out a certified mailing to tobacco vendors and invite them to come to a meeting to discuss buffer zone/set back between vendors. Dr. Epstein stated that the Board should consider grandfathering in the ones that are clustered... Dr. Cosgrove stated that the Board should consider allowing the license to transfer if the store is sold unless use of the property changes. A general discussion followed. Mr. McDonald will provide the Board with a list of tobacco locations and the distance between them to the Board. A general discussion ensued on flavored tobacco products.

EVERSOURCE RELIABILITY PROJECT

Mr. McDonald stated that the town has hired an electrical engineer to examine some of Eversources' conclusion, suggestions and additional mitigation steps. Mr. McDonald stated that the Board of Selectmen initially had not view this project has controversial. He added that the question to the Board of Selectmen is what is their position and where does the Town go from here. Mr. McDonald stated that the Board can recommend steps Eversource can take. He noted that it is very challenging. A general discussion followed. Mr. McDonald stated that he would keep the Board updated.

CONCUSSION TRAINING PROJECT AND WEBSITE DEMO

Ms. Carmichael presented a slide show presentation on the new Concussions website. Ms. Carmichael described the draft concussion course: Concussion - Coach Enrollment and Training. Ms. Carmichael described the course and how participants would complete the course. Discussion followed.

PUBLIC HEALTH OFFICE SUITE

Mr. McDonald presented an update on the Public Health Office Suite. He reported on the bidding process that could potentially lead to office space for a year and a half. Mr. McDonald stated that if the Rosemary complex opens the staff would be housed there. Mr. McDonald stated that Ms. Carmichael, Ms. Paquette, Ms. Delano and Ms. Read are currently working at the Center for the Heights, which is not very productive... Ms. Paquette is back part-time in the mornings. Discussion veered toward hiring a second Environmental Agent immediately.

OTHER ITEMS

A motion was made for the Needham Board of Health to name Jane Fogg as Chair and Stephen Epstein as Vice Chair, effective on April 12, 2017, the day after the Town's election. Stephen Epstein made the initial motion, which was seconded by Edward Cosgrove.

The motion carried. The vote was unanimous.

Adjournment -

Upon motion duly made and seconded, that the March 10, 2017 BOH meeting adjourn at 9:13 a.m. The motion carried. The vote was unanimous.

Next meeting is scheduled for Friday, April 14, 2017

Respectfully submitted: Cheryl Gosmon, Recording Secretary

Needham Public Health Department
March 2017
Health Agents - Tara Gurge and Brian Flynn

Activities

<i>Activity</i>	<i>Notes</i>
Demo reviews/approvals	6 - Demolition sign-offs: • #91 Arch St. • #110 Elmwood Rd. • #20 Fairfield St. • #25 Rae Ave. • #7 Hollow Ridge Rd. • #17 Henderson St.
Emer. Fire Dept. Request	1 – Received a call from Needham Fire to respond to a unit fire at Needham Housing Authority. Met with Fire, Building and Needham Housing Authority reps on site. Will continue to work with NHA on offering them resources and setting up a date for re-inspection of unit once it is renovated. (In process.)
Food – Complaints / Follow-ups	2 – Food Complaints/Follow-ups: - <u>Fuji Steakhouse</u> – Report of foodborne illness. Follow-up inspection conducted. Spoke to manager about complaint. No issues observed. - <u>New Garden Restaurant</u> – Conducted a follow-up inspection with Water and Sewer Dept. to inspect interior grease traps and exterior grease tank. We informed owner that these traps needed to be serviced on a more frequent schedule. (Will continue to monitor.)
Food – Temporary Food Permits	3 – Temp. food event permits issued. - <u>Needham Historical Society</u> - For Pansy Day Event @ Historical Society. - <u>Hillside School PTC</u> - For Hillside vs. Eliot School B. Ball game @ Hillside School. - <u>Knights of Columbus</u> – St. Patty’s Day dance event @ Knights of Columbus hall.
Food – Plan Reviews	2 – Food Permit Plan Reviews: - <u>True Taste Kitchen (#301 Reservoir St.)</u> – Final plan review items reviewed and approved. - <u>Wingate Demo kitchen</u> (new building) – In process of receiving additional food plan review items for review. (Pre-operation inspection pending.)
Food – Pre-operation inspections	1 – Pre-operation food establishment inspection conducted at: - <u>True Taste Kitchen (#301 Reservoir St.)</u> – A second follow-up pre-operation inspection conducted for new catering site. (Final pending. Scheduled to open in April.)
Housing – Complaints/ Follow-ups	0 – Housing Complaints/Follow-ups.
Nuisance – Complaints/ Follow-ups	2 – Nuisance Complaints/Follow-ups: - <u>#60 Hampton Avenue</u> – Anon. report of a full trash barrel on sidewalk in front of rental home for 3 months. Site visit conducted. Spoke to owner about complaint. - <u>Sheraton Needham Hotel</u> – Report of indoor air quality concerns in 4 hotel rooms and one meeting room. Conducted site visits (x2) to check out suspect

	hotel rooms and large meeting room. Received hotel HVAC testing reports. Individual room air handling unit vents were checked. No issues observed.
Pool Plan Reviews	1 – Pool Plan Review conducted for: - <u>Rosemary Town Pools</u> – Plan review still in process for updated plans that were submitted. Working with the MA DPH Sanitation Program in reviewing proposed revised plans. (Comments pending.)
Pool pre-operation inspections	1 – Pre-operation inspection conducted at: - <u>Wingate</u> – Conducted initial pre-operation inspection of new pool area. Still in process of building out pool. Final pre-operation inspection still pending.
Planning Board/Special Permit reviews	0 – Planning Board review conducted.
Septic – Plan Reviews/Approvals	0 – Septic Plan Reviews conducted.
Septic Soil Testing	1 – Septic Soil test conducted at: - <u>#267 Cartwright Rd.</u> – Additional soil testing conducted on site in new location. Testing passed. Septic plan to be submitted for review. (Pending.)
Tobacco – Complaints	0 – Tobacco Complaints received.
Tobacco Insp.	3 – Routine Tobacco inspections conducted.

Trash Hauler Permit Renewals/Truck insp.	19 – Waste/Trash Hauler permit renewal applications received for review. Waste hauler truck inspections are on-going.
Well – Plan Reviews	0 – Plan review s conducted for new wells.
Well Permit - Irrigation/Site visits	0 – Well permits issued.
Zoning Board of Appeals Project reviews	0 – Zoning Board of Appeal reviews conducted.

Yearly

Category	Jul	Au	S	O	N	D	J	F	M	A	Ma	Ju	FY' 17	FY' 16	FY' 15	Notes/Follow-Up
Biotech	0	0	0	0	0	2	0	0	0	0	0	0	2	2	2	Biotech registrations
Bodywork	0	1	0	0	0	4	1	0	0	0	0	0	6	11	0	Bodywork Estab. Insp.
Bodywork	0	1	0	0	0	4	0	0	0	0	0	0	4	3	0	Bodywork Estab. Permits
Bodywork	0	2	0	0	0	8	1	2	0	0	0	0	13	10	0	Bodywork Pract. Permits
Bottling	0	0	1	0	0	0	0	1	0	0	0	0	2	1	1	Bottling Permit insp.
Demo	5	12	11	21	9	9	4	8	6	0	0	0	85	110	100	Demo reviews
Domestic Animal Permits/ Insp.	1/0	0/1	0	0	0	1	0	0	0	0	0	0	2/1	16	15	Animal permits/ Inspections
Food Service	12	16	11	18	18	19	21	17	13	0	0	0	145	209	220	Routine insp.
Food Service	3	1	11	6	2	0	1	3	1	0	0	0	28	35	26	Pre-oper. Insp.

Retail	2	10	6	6	7	3	4	6	9	0	0	0	53	71	71	Routine insp.
Resid. kitchen	0	1	1	0	0	0	2	3	0	0	0	0	7	11	8	Routine insp.
Mobile	6	1	0	0	0	0	1	0	0	0	0	0	8	9	10	Routine insp.
Food Service	7	3	5	2	5	2	4	5	4	0	0	0	37	50	52	Re-insp.
Food Service/ Retail	1	0	3	2	1	126	1	2	0	0	0	0	136	176	170	Annual permits
Food Service	13/6	8/3	29/15	18/0	8/0	6/1	11/1	0/0	3	0	0	0	96/26	107/54	96/44	Temp. food permits/ Temp. food insp.
Food Service	0/0	0/0	0	0	0	0	0	0	0	0	0	0	0/0	9/16	18/45	Farmers Market permits/ Market insp.
Food Service	0/0	3/3	0/1	0	1/1	4/4	0/2	1/2	1/1	0	0	0	10/14	21/21	17/21	New Compl/ Follow-ups
Food Service	1	3	3	4	2	5	2	1	2	0	0	0	23	32	35	Plan Reviews
Food Service	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	Admin. Hearings
Grease/ Septage Haulers	0	0	0	1	0	22	1	0	0	0	0	0	24	29	25	Grease/ Septage Hauler permits
Housing (Chap II Housing)	0/0	0/0	7/0	0/7	0	0	0	0	0	0	0	0	7/7	7/4	7/4	Annual routine insp./ Follow-up insp.
Housing	2/4	0/2	0/2	0	0	0	1	0	0	0	0	0	3/9	18/37	8/10	New Compl./ Follow-ups
Hotel	0	0	0	0	0	2	0	0	0	0	0	0	2	3/0	2/0	Annual insp./Follow-ups
Nuisance	2/9	3/9	2/3	0/1	3/2	3/2	1/2	1/1	2/3	0	0	0	17/32	44/50	43/47	New Compl./ Follow-ups
Pools	0	1/3	2/2	0	0	5	0	0/1	1	0	0	0	9/6	9/3	10/7	Pool insp./follow-ups
Pools	0	0	0	0	0	5	0	0	0	0	0	0	5	9	10	Pool permits
Pools	2	1	2	2	2	1	0	1	1	0	0	0	12	8	7	Pool plan reviews
Pools	1	0	0	0	0	4	0	0	0	0	0	0	5	4	6	Pool variances
Septic	1	3	3	1	2	2	1	0	2	0	0	0	15	8	9	Septic Abandon Forms
Septic	1	2	1	1	0	0	0	0	0	0	0	0	5	9	10	Addition to a home on a septic plan rev/approval
Septic	0	8	5	1	1	11	0	0	0	0	0	0	26	23	14	Install. Insp.
Septic	0	0	0	0	0	0	0	0	0	0	0	0	0	3	2	COC for

																repairs
Septic	0	0	1	0	1	1	0	0	0	0	0	0	3	3	0	COC for complete septic system
Septic	6	6	7	5	4	6	5	3	5	0	0	0	47	61	61	Info. requests.
Septic	2	0	1	0	0	0	1	0	1	0	0	0	5	8	3	Soil/Perc Test.
Septic	0	1	1	1	2	0	0	0	0	0	0	0	5	6	4	Const. permits
Septic	1	0	2	0	0	5	2	0	0	0	0	0	10	9	10	Installer permits
Septic	1	0	2	1	0	2	0	0	0	0	0	0	6	6	6	Installer Tests
Septic	0	0	2	0	1	0	0	0	0	0	0	0	3	3	3	Deed Restrict.
Septic	2	1	1	1	3	2	0	0	0	0	0	0	10	14	8	Plan reviews
Sharps permits/ Insp.	0	0	0	0	0	9	0	0	0	0	0	0	9	10	10	Disposal of Sharps permits/Insp.
Subdivision	0/0	1/0	0/1	0	0	0	0	0	0	0	0	0	1/1	3/0	7/1	Plan review- Insp. of lots /Bond Releases
Special Permit/ Zoning memos	1/1	0/1	0	1	1	2/2	1	0	0	0	0	0	6/4	16	12	Special Permit/ Zoning
Tobacco	1	0	0	0	0	11	0	0	0	0	0	0	12	13	12	Tobacco permits
Tobacco	1/1	3/1	2/0	2/0	2/1	1/0	2/1	3/0	3/1	0	0	0	19/5	25/7	21/2	Routine insp./ Follow-up insp.
Tobacco	0	0	0	12	0	11	0	0	0	0	0	0	23	48	36	Compliance checks
Tobacco	0/0	0/0	0/0	0	0	0	2/2	0	0	0	0	0	2/2	4/4	3/3	New compl./ Compl. follow-ups
Trash Haulers/ Medical Waste Haulers	0/0	1/0	0/0	0	0	0/1	1/1	0	0	0	0	0	2/2	30/2	29/2	Trash Hauler permits/ Medical Waste Hauler permits
Wells	1	1	0	2	1/1	0	0/1	0	0	0	0	0	5/2	6/0	14/1	Permission to drill letters/ Well permits

FY 17 Critical Violations Chart (By Date)

Restaurant	Insp. Date	Critical Violation	Description
Fuji Steakhouse	7/18/16	- Cold Holding - Conformance with Approved Procedures/HACCP Plan (for Acidified Sushi Rice) - Food Contact surfaces cleaning and sanitizing	- Need to ensure that walk-in cold-holding temp. is maintained at 41 deg F or below. Had serviced. - Need to ensure that Sushi pH Log is maintained and entries are made when rice is prepared (Log was not up to date). Updated log; - Ensure that dish machine reaches a min. temperature of 180 deg F or greater for final hot water sanitizing rinse. Had serviced.
Gianni's Deli	10/4/16	- Hot Holding	- Need to ensure that calzones are hot held at min 140 deg F. (Moved to warmer.)
Dunkin Donuts (Highland Ave.)	10/25/16	- Cold Holding	- Need to ensure that prep reach-in cold-holding unit temp. is maintained at 41 deg F or below. (All items moved to walk-in unit.) Had unit serviced. New unit pending.
Rice Barn	11/1/16	- Cold Holding	- Need to ensure that prep reach-in cold-holding unit temp. is maintained at 41 deg F or below. Had unit serviced.

Needham Public Health Division – Nurses Report

Donna Carmichael RN & Alison Paquette RN

COMMUNICABLE DISEASES and Animal Bites

NEEDHAM HEALTH DEPARTMENT

FISCAL YEAR 2017

DISEASES:	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	Apr	MAY	JUN	T17	T16	T15
BABESIOSIS				1									1	0	3
Borrelia Miyamota													0	1	na
CAMPYLOBACTER			2	1				2					5	9	12
CRYPTOSPORIDIUM													0	0	0
Dengue						1							1	0	0
E-Coli													0	0	0
EHRlichiosis/ HGA		1											1	2	2
Enterovirus				1									1	3	2
GIARDIASIS			1	1									2	1	5
Haemophilus Influenza									1				1	0	0
HEPATITIS B		1		1	1			1	1				4	5	8
HEPATITIS C	3	1	3		1	2	3		1				13	12	13
Influenza	2		5	9		2	18	26	21				62	102	77
Legionellosis													0	0	2
Listeriosis													0	1	0
LYME	5	4	7		3	6	3	2	1				30	58	57
MENINGITIS													0	0	0
Meningitis(Aseptic)													0	0	0
Mumps							1						1	2	0
Noro Virus													0	2	0
PERTUSSIS				1									1	1	1
SALMONELLA	1					1							2	5	1
SHIGA TOXIN	1	1											2	0	0
SHIGELLOSIS						1							1	3	2
STREP Group B													0	3	2
STREP (GAS)													0	1	2
STREP PNEUMONIAE													0	0	1
TUBERCULOSIS													0	0	1
TULAREMIA				1									1	0	0
Latent TB- High Risk				1									1	1	0
Varicella			1		2	1	1		1				5	9	6
Vibrio				1									3	1	1
West Nile virus													0	0	0
Zika					1								1	0	0
TOTAL DISEASES	12	8	19	17	8	14	26	31	26				161	222	197
Revoked Diseases Investigated	3	1	1	0	0	1	2	2	1				11	8	7
Contact Investigation													0	0	NA
Animal/Human Bites															
DOG		1					1	2	5				4	8	10
CAT													0	2	0
BAT	1	1					1						3	5	5
SKUNK													0	1	0
RACoon									1				0	0	0
other							1						1	0	0
TOTAL BITES	1	2	0	0			3	2	6				14	10	18

Immunizations	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	FY17	FY16	FY15
B12	2	2	2	2	2	2	2	2	2				18	23	22
Flu (Seasonal)	0	0	0	497	164	5	0	8	0				674	816	723
TDap	1	0	0	0	0	0	0	0	0				1	0	2
Varicella	0	1	0	0	0	0	0	0	0				1		
Consult	30	48	62	54	54	54	71	46	54				473	475	390
Fire/Police	4	6	8	2	3	12	18	6	2				61	40	49
Schools	8	10	15	16	12	10	15	2	4				92	88	59
Town Agencies	12	22	24	28	23	20	22	20	26				197	216	125
Community Agencies	6	10	15	8	16	12	16	18	22				123	139	157

ASSISTANCE PROGRAMS												FY17	FY16	FY 15
Food Pantry	0	1	3	2	2	2	0	3	2			15	21	35
Food Stamps	0	0	0	1	0	0	0	1	1			3	6	4
Friends	0	0	0	0	0	0	0	0	0			0	1 - \$300.00	1- YTD
Gift of Warmth	0	0	0	0	3	1	0	1	1			6 YTD \$1662.00	YTD 17	22 - YTD
Good Neighbor	0	0	0	0	0	0	2	3	1			6	YTD- 5	6- YTD
Park & Rec	0	1	0	0	0	0	0	1	1			2	5	3
RTS	0	0	0	0	0	0	0	0	0			0	0	1
Salvation Army	0	0	0	0	0	0	0	0	0			0	0	0
Self Help	0	0	3	5	11	3	3	4	8			37	27	51
Water Abatement	0	0	0	0	0	0	0	0	0			0	2	2

Gift Card Donation: \$300.00 CVS gift cards

Donated by the Friends of the Needham Board of Health and Traveling Meals Program

WELLNESS Programs
FY17 FY16 FY15

Office Visits	39	41	38	35	48	28	32	39	50				350	447	287
Safte Visits	0	0	0	1	1	0	2	0	0				4	10	33
Clinics	1	0	0	0	0	0	0	0	0				0	31	34
Housing Visit	2	0	0	1	2	0	0	0	0				3	8	27
Housing Call	6	0	2	6	3	1	2	2	0				16	70	186
Camps-summer	6	8	8	0	0	0	0	0	8				30	72	63
Tanning Insp	0	0	0	0	0	0	0	0	0				0	0	2
Articles	0	0	1	0	0	0	1	1	0				3	2	8
Presentations	0	0	0	0	0	0	0	0	0				0	2	2
Cable	1	0	1	1	0	0	0	0	1				4	1	4

EMPLOYEE WELLNESS	July	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	FY17	FY16	FY15
BP/WELLNESS - DPW/RTS	18	14	14	15	15	14	13	14	15				132	120	137
FLU VACCINE	0	0	0	36	10	0	0	2	0				48	87	52
CPR/AED INSTRUCTION	0	0	0	0	0	0	0	0	0				0	26	29
SMOKING Education	0	2	2	1	2	0	1	2	1				11	9	8
HEALTH ED Tick Borne	28	0	15	12	0	0	0	0	0				55	67	102
HEALTH ED Mosquito Borne	28	0	15	12	0	0	0	0	0				55	80	90
HEALTH ED FLU	0	0	10	28	25	12	50	15	20				160	327	221
FIRST AIDE	6	4	3	4	6	3	6	8	6				46	34	29
GENERAL HEALTH EDUCATION	20	12	22	26	25	20	28	17	25				195	188	230
Police weights	0	0	0	0	10	9	1	1	0				21	33	34
TOTAL EMPLOYEE CONTACTS	100	32	81	134	93	58	99	59	67				723	1028	981

Emergency Planning

EP meeting and Neia – MRC

NC7 Meeting in Dedham

Meetings, Events, and Trainings

<i>Title</i>	<i>Description/Highlights/Votes/Etc.</i>
DVAC	Monthly Meeting with minutes
CCIT	Monthly Meeting at Police Station – Review of Mental Health Needs
Newton Wellesley Hospital	Community Benefits Meeting
Social Work Luncheon	Luncheon/Meeting at CATH for social work appreciation
MAPHN Meeting	Monthly meeting in Milton.
SAPC Meeting	Monthly meeting
SBIRT Training	Training sponsored by Federal Grant
PHN resume Review	Reviewed resume's with Tim
Final Interviews Director at CATH	Meeting with CATH Staff for final interviews for the Director position

Needham Public Health Department

March, 2017 Monthly Report
Maryanne Dinell- Traveling Meals Program Coordinator

Monthly

<i>Description</i>	<i>Reason</i>	<i>Notes/Follow-Up (ongoing, completed, etc.)</i>
Month of March, 2017	Residents of Needham, needing help with their daily meals.	40 clients on the Traveling Meals Program 28 Springwell Elder Services, Waltham clients 12 private pay clients - Needham residents
784 2- meal packages were delivered in September	22 Clients receive meals 5 times a week 15 Clients receive meals 3 days a week 4 Clients receive 7 meals within 5 day period	558 meals delivered to Springwell Clients 225 meal delivered to private pay residents Total #784 meals delivered @ 5.50 per meal =cost of \$4312.00
4 new clients, 2 previously on the Program 2 for 1 st time	1 Springwel l Clients 2 private pay	5 new clients expected to be long term
2 clients off Program	1 client into hospital 1 Client did not want	1 clients on Program since 2013 1 client on Program since 2017

<i>Category</i>		<i>Jul</i>	<i>Aug</i>	<i>Sept</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>FY '16 Total</i>	<i>FY '17 Total</i>	
Meal Delivery		728	812	786	737	645	757	648	628	784				9687	6525	
General Telephone Calls-received		40	78	92	65	95	92	65	60	59				1091	646	
Assistance Calls-to Springwell		3	2	6	4	3	4	2	2	3				34	29	
Not at home at delivery		7	2	3	2	2	1	2	4	2				77	25	
911		0	0	0	0	0	0	0	0	0				0	0	

Category		Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FY '16 Total	FY '17 Total	

Meetings, Events, and Trainings

BI	Type	Description/Highlights/Votes/Etc.	Attendance
Board of Health Meeting		Monthly meeting held at PSAP	9
Beth Israel		Met with kitchen manager to discuss relocation and logistics of packing meals	2

Donations, Grants, and Other Funding [List any donations received, grants funded, etc. over the past month.]

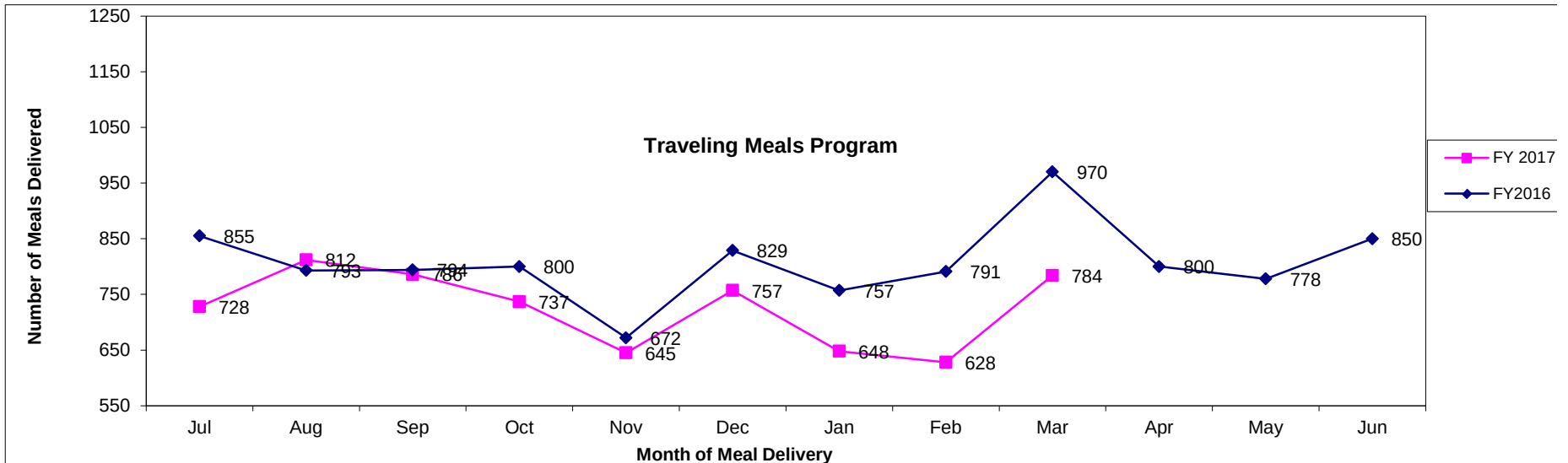
Description	Type (D,G,O)	Amount Given	Source	Notes

Traveling Meals Program

March, 2017 FY 17

Projected-12 Mo.	
\$	47,850.00
#	8,700

Month	# Meals FY2016	# Meals FY2017	FY17 Cost	% Change # Meals
<u>Jul</u>	855	728	\$4,004.00	-15%
<u>Aug</u>	793	812	\$4,466.00	2%
<u>Sep</u>	794	786	\$4,323.00	-1%
<u>Oct</u>	800	737	\$4,053.50	-8%
<u>Nov</u>	672	645	\$3,547.50	-4%
<u>Dec</u>	829	757	\$4,163.50	-9%
<u>Jan</u>	757	648	\$3,564.00	-14%
<u>Feb</u>	791	628	\$3,454.00	-21%
<u>Mar</u>	970	784	\$4,312.00	-19%
<u>Apr</u>	800			
<u>May</u>	778			
<u>Jun</u>	850			
Totals:	9,689	6,525	35,887.50	



Needham Public Health Department
Catherine Delano, Senior Substance Use Prevention Program Coordinator
March 2017 Monthly Report

Section 1: Highlights

- Continued meetings with our three action teams. Each team tries to meet every other week.
- Finalized planning for pharmacist's workshop.
- Worked with school administration, our marijuana action team, and SALSA kids to continue planning for our extended homeroom in May.
- Finalized 2017 Parent Survey, ready for dissemination.
- Applied for a planning grant for a Diversion Program in Needham.
- Finalized training schedule and recruiting volunteers for HIPS program in May.
- Completed the first round of SBIRT training.
- Participated in monthly CCIT meeting.
- Attended NWH/Public Health meeting re. data gathering.

Section 2: Goals

- Find a central location for the Department to work.
- Start a monthly segment on the Needham Channel related to varying public health topics.
- Build SPAN capacity/community recognition.
- Build youth coalition capacity.
- Get approval by Town to implement Alcohol Compliance checks.

Needham Health Department
Monica De Winter, Program Support Assistant
Karen Shannon, Program Support Assistant
March 2017 Monthly Report

Section 1: Summary

During the month of March our primary focus was on strategic initiatives in progress for the Action Teams. In particular, the NPHD/SPAN coalition donated 45 pill pods each to BIDN and Newton Wellesley Hospital Pain Clinic. Work has also begun with the new Diversion Program Task Force.

Section 2: Activities

<i>Activity</i>	<i>Notes</i>
NHS Extended Home Room Substance Use Awareness and Education Program, scheduled for Thursday, May 4.	All students will participate in this 45 minute program. Content will include a student -created and produced PSA video, a student interactive survey on substance use, a teacher-guided discussion, and other activities. This initiative is being planned and organized by the MJ Action Team, with input from the Alcohol and PD Action Teams.
Pharmacist Workshop (formerly named Pharmacist Breakfast0, scheduled at MIT Endicott House from 4:30-6:30pm, April 27	PD Action Team planning and organizing 2 hour workshop for pharmacist from the NC-7 communities. Program will include 3 speaker panel, Q&A and light refreshments. This initiative is held in conjunction with the Cardinal Health Grant on PD safe storage and disposal.
Hidden In Plain Sight, scheduled for 5/5/-7 at Knights of Columbus Hall, with training scheduled on 5/3.	Parents and individuals over age 21 will be invited to attend this interactive exhibit. A VIP night scheduled for Friday, 5/5 for local community leaders, by invitation.
5 th Grade Broadmeadow Parent Book Groups for "Please Stop the Rollercoaster"	book, "Please Stop The Roller Coaster." Tanya Cherkerzian, NPC member and Broadmeadow School Parent, has created a promotional flyer and published it in both the Broadmeadow School and PTC newsletters. She has received interest from 10 parents to date.

SBIRT Training, 3/6	Monica De W. attended half day training held in Needham.
Data input	Entered accomplishments and outputs to REACH software
Preparing minutes	For Needham Parent Care meetings and Alcohol and Marijuana Action Teams.

Section 3: Meetings & Conferences

<i>Title</i>	<i>Description</i>	<i>Attendance</i>
Prescription Drug Action Team meeting: 3/2	Finalizing plans for Pharmacist Workshop scheduled for 4/27 at MIT/Endicott House. Planning continues for Hidden in Plain Sight event, including training on 5/3, and event running 5/5-5/7 at the K of C building. NHS PD Poster campaign and Student Email Messaging planning continues, and a total of 90 Pill Pods were donated to the Newton Wellesley Hospital Pain Clinic and to BIDN under the Pill Pod Distribution Campaign.	8
Staff Retreat, 3/3	Off site meeting with Catherine Delano, Summer Koop, Monica De Winter, and Karen Shannon. Discussed goals and plans for substance prevention work.	4
Diversion Task Force, 3/7	Had Arlington Diversion Program Director and their Coalition Project Coordinator present on the history and operation of their diversion program.	6
Alcohol & MJ Combined Action Team meeting, 3/20	Both teams brainstormed the program content for the MJ	12

	Action Team NHS Extended Home Room (May 4) substance use awareness and education for all students.	
Needham Parents Care, 3/17 and 3/31.	Planning and discussion for NPC goals and activities.	5
Webinar	Epiphany Community Services presented webinar "7 Behaviour Change Strategies & Incorporating Environmental Strategies."	1

Needham Public Health Department

March 2017

Substance Abuse Prevention & Education
Needham Coalition for Youth Substance Abuse Prevention ~ NCYSAP
Karen Mullen, Project Coordinator/Capacity Building

Section 1: Activities

Activity	Notes
SALSA Activities- <i>Students Advocating Life Without Substance Abuse</i> 2016-17 SALSA is comprised of 136 High School club members- one of the largest clubs at NHS.	SALSA Field Trip Pollard Health Classes- Admin/Prep for 4/5 & 4/6 trips. Arrange transportation, rehearsals, confirm students attending, distribute trip forms, order lunches. Prepare follow-up paperwork to ensure students receive community service credit for volunteer work. SALSA Leadership Team Meeting to discuss Public Service Announcement and plan future events (DA Spring Leadership Event and membership drives). NHS Extended Homeroom- Coordinated PSA video edits with NHS student (Conner Jahn) and Natalie Guthrie (NHS & Needham Channel). High Rock Project- SALSA Leadership Team members approached NHS Administration about bringing SALSA to grade 6 vs. grade 8. They believe the refusal skills training is needed 8th grade. High Rock Health Teacher & Principal have agreed to a SALSA pilot with 6th Graders in the spring or early fall 2017. Event & rehearsal administration, membership administration, project management
Needham Channel Prevention Videos	Needham Channel to edit our 2 prevention videos. Targeted completion April for distribution in May. Provided Needham Channel edit recommendations for 2 PSAs.
SPAN Marijuana Action Team	Extended NHS homeroom event Thurs. 5/4. 45 minutes of class time dedicated to substance abuse prevention. PSA video & class activity to be designed by team. Working with MJ and Alcohol action teams to finalize content for event (PSA, Game questions, teacher guided questions). Coordinating with NHS Administration for students to present content at NHS Faculty Meeting in early May.
SPAN Leadership Team Meeting	Discussed Retail MJ in Needham and how to educate.
Needham Parents Care Meeting	Discussed Mission, Goals, Membership, Current & Future Projects.

Substance Use Prevention and Education ~ Initiative Highlights

Needham NPHD, Needham SPAN and Substance Abuse Prevention Collaborative (SAPC) grant * collaboration with the towns of Dedham, Needham, Norwood and Westwood.

SAPC grant

Town coalition meetings:

Dedham Prevention coalition: March 7th 9:00am and 6:00pm

Impact Norwood coalition: March 20th Norwood Police Department 4:00pm

Westwood Cares coalition: March 6th Westwood High School 9:15am

SAPC program and capacity building initiatives:

SAPC Leader meeting: March 13th Review of initiatives: (1) TIPS Alcohol Training & Certification. *Training for Intervention ProcedureS*, responsible alcohol service training. Section 12 and Section 15 licensees Mike Marcantonio, trainer Monday, May 1st 2 sessions with potential to add May 8th, (2) town opt out timeline (Norwood- Westwood) (3) marijuana youth impact educational materials, (4) **PhotoVoice** project update, (5) hospital data collection strategies and (6) DEA National Take Back Day Saturday, April 29th (7) SAPT Training, 4 days EDC Waltham, Monica DeWinter, Dedham parent.

SAPC Financial compliance: March and 29th EIM system integration: correction for PSR designation for town invoice protocol and 2017 budget amendment: shift funds from UFR 133 to UFR 201 for additional TIPS training. Theresa Craig, MDPH with Dawn Stiller

BSAS Project Manager: March 7th and 22nd Amal Marks, Conference calls to review Strategic Plan, successes and challenges, budget expenditure projections and shifts in line through EIM system.

Norwood Public Health Department: March 6th Sigalle Reiss, MPH, Health Director. Review of final draft federal Drug Free Communities (DFC) grant narrative submission. Discussion of suggested edits and budget crosswalk with narrative. Deadline March 10th.

BSAS- MassTAPP Technical Assistance: March 16th & 30th Bi Monthly conference call or meeting sessions 2:00pm- 3:30pm. Tracy Desovich, MPH, SAPC TA provider. Strategic plan implementation challenges, review options for building capacity with cluster town stakeholders and discussion of SAPC Program Managers alcohol policy work town and state.

Norfolk District Attorney Prevention meeting: March 1st Michael Morrissey District Attorney, Jennifer Rowe Assistant District Attorney, Dave Morgan, Pharmacist. Needs assessment survey for all coalitions. Discussion on coalition needs and monthly meeting priorities. Coalition program updates, town marijuana opt out status and resource sharing. Event cancelled due to storm: March 14th Safe Prescribing Conference (CEUs provided pharmacists) MD, DO, DMD, NP, PA 5.75 AMA PRA Cat. 1 credits.

SAPC strategic planning: March 15th & 24th Conference calls. Alcohol policy review, town regulation enhancement and Alcohol Task Force advocacy letter to impact Excessive Alcohol Use (EAU) Program Managers: Liz Parsons, Melrose (5 towns) Lyn Frano, Stoughton (4 towns) Jessica Healy (Hudson (4 towns) and Heather Werner (4 towns) Collaboration on best practice implementation SPF and collaboration on implementation and subsequent resource sharing for youth PhotoVoice project . **Letter attached**

SAPC- DFC Program Manager meeting: Amanda Decker, DFC Avon and Steph Patton SAPC Stoughton. Strategic planning for a Norfolk County prevention parent education campaign and youth initiative (Youth to Youth) to be presented to Jennifer Rowe, ADA. Parents Empowered, Utah. Steve Wright, R & R Media www.parentsempowered.org

Dedham Coalition Leadership planning: March 3rd Parent survey content review, draft introductory language, coalition implementation plan, stakeholder outreach and survey promotion partners. Public Health, School Health and BOS member.

SAPC – TIPS Training planning: March 3rd Program launch. Review of contact information compiled from all towns, hard copy letter mailing and final email list review coordinated with Maureen Doherty.

SAPC strategy implementation preparation:

TIPS training and certification: American Legion, Dedham. Monday, May 1st (2 sessions) 10:00am-3:00pm and 3:00pm-11:00pm. **Additional training session added: Monday, May 8th** 10:00am-3:00pm. Connect with trainer on new date logistics, confirm program with police chiefs, outreach to Legion for additional date, draft new email for licensees, audit registration link on survey monkey, draft and send email with letter. Maureen Doherty, administrative support with contact information changes and email updates.

Needham Public Health (NPHD) Needham Substance Abuse Prevention Network (SPAN)

NPHD initiatives:

Community Crisis Intervention Team (CCIT): March 8th Needham Police Department: Chris Baker and Sgt. John McGrath, Needham Fire: Donald Anastasi and Eddie Sullivan, Donna Carmichael, Latanya Steel, Catherine Delano Riverside CC Community Liaison Noelle Kelly, LICSW. Guest: BIDN CNO, Kathy Davidson, review of BIDN protocols for ED related to screening for SUD and MH, security enhancements, appropriate level of care evaluation basis for transport and inpatient SUD and MH discharge.

SAPC 2017 budget review: March 22nd Tim McDonald Update and review of grant budget expenditure timeline, projected expenses and plan to manage change in UFR classifications by program.

Needham Board of Health: March 10th Director Report, staff public health and prevention reporting.

Needham COA Mindfulness: March 6th *Mindfulness Practice and Ways to Engage in Difficult Conversations without Conflict*. REACH Beyond Domestic Violence, Lauren Montenegro, LICSW and Josephine Pang, LICSW Newton Wellesley Hospital.

Massachusetts Rotary Opioid Task Force: March 6th Newton YMCA 6:30pm- 9:00pm. Statewide initiative facilitated by Steve Kirk, President Concord. Collaboration through clubs state and national to impact misuse of prescription drugs, access to medication, abuse of opioids. Mike Reardon, Westwood Deputy Fire Chief.

CATH Social Worker luncheon: March 28th Leora Lowenthal, LICSW BIDN Cancer Center, presentation on the stressors related to helping professions, self-assessment and self-care strategies.

NPHD programs meeting preparation outreach for research and resource gathering: (1) Alcohol policy consultant identification (2) CCIT outreach meeting schedule (3) NPHD monthly report (4) Request for resource support, Dover – Sherborn prevention, (*SPAN DS*) resources for opt- out guidance, procedures and time line.

Resident Support- Respond to calls or meeting requests related to mental health conditions and/or substance use disorder. Referral to counseling, assessment, treatment and recovery resources. **3 requests** (M-20 yrs. SUD) *TD- NHS* (F- 20 yrs. MH- Victimization, crisis) Needham (M- 17yrs. SUD chronic, health crisis) Dedham - DPS

SPAN initiatives:

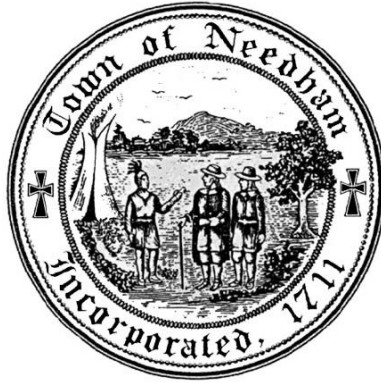
SPAN Leadership Team: March 30th Catherine Delano, Leadership Team capacity building- new member outreach with edited MOU, SPAN April meeting agenda planning, review of action team structure and progress with youth PSAs and grant related to Diversion program review and planning.

Alcohol Action team: March 20th – Conference SAPC update: resources to supplement work plan targeting (retail access) TIPS training initiative for Section 12 and Section 15 licensees, (low perception of harm) AlcoholEdu for High School grade 9 students, parents (low parental monitoring and low perception of harm) AlcoholEdu for High School parents. Team review of youth PSA initiative and in school (grades 9-12) program targeting substance use.

Respectfully submitted by Carol Read April 4, 2017

*SAPC technical assistance calls, coordinator meetings, and compliance related to the SAPC grant program are extensively documented in the BSAS-SAPC online quarterly reports.

Page 3 of 3 END



Board of Health

Edward Cosgrove, PhD
Chair

Stephen Epstein, MD, MPP
Member

Jane Fogg, MD, MPH
Vice Chair

ARTICLE 19

REGULATION GOVERNING THE PRACTICE OF BODYWORK

SECTION 1.0

PURPOSE

The purpose of this regulation is to protect the public health and safety of the community, including the patrons, employees, and owners of commercial businesses offering legitimate services such as Bodywork Therapy, Reflexology, Spa Services, and others. The scope of this regulation is broad and includes provisions designed to ensure legitimate operations and to guard against the risk of prostitution, human trafficking and disease transmission.

It is the Board of Health's intent that only an individual who meets and maintains a minimum standard of competence and conduct within their scope of professional practice may provide services to the public. This regulation designates the requirements for obtaining a permit to operate a bodywork establishment and permit to practice bodywork, as well as grounds for suspension, revocation or denial of such a permit.

SECTION 2.0

AUTHORITY

These regulations are adopted by the Needham Board of Health, pursuant to its authority under Massachusetts General Laws, Chapter 111, Section 31.

SECTION 3.0

DEFINITIONS

Agent: shall mean a person employed by the Town of Needham who is authorized by the Board of Health to perform functions subject to these regulations.

Applicant: shall mean an individual or entity seeking licensure who has submitted an official application as provided by the Needham Public Health Department, two forms of identification, a complete CORI/SORI record request form, and has paid the application fee.

Application: shall mean the application form provided by the Needham Public Health Department which has been signed under penalty of perjury, that the foregoing information contained in the application is true and correct, said declaration being duly dated, signed, and notarized within the Town.

Bodywork: shall refer to practices including, but not limited to: Accupressure, Asian Bodywork, AMMA Therapy®, Body-Mind Centering, Chi Nei Tsang, Feldenkrais Method, Five Element Shiatsu, Integrative Eclectic Shiatsu, Japanese Shiatsu, Jin Shin Do®, Korean Bodywork, Bodymind Acupressure™, Polarity, Macrobiotic Shiatsu, Reflexology, Reiki, Rolph Structural Integration, Shiatsu Amma Therapy, Traditional Thai Massage & Bodywork, Trager Approach, Tui na, Qi Gong, Zen Shiatsu, Ayurvedic medicine and other practices as they become known.

Criminal Offender Record Information (CORI): shall mean a record of criminal offenses committed as an adult or juvenile, as compiled by the Criminal History Systems Board.

DEPARTMENT: unless otherwise specified, shall mean the Needham Public Health Department acting in its role as the agent for the Needham Board of Health.

Establishment: shall mean any location, or portion thereof, in the Town of Needham which advertises and/or provides bodywork therapy services on the premises. Any health care facility licensed by the Commonwealth of Massachusetts or the office of any health care professional licensed by the Commonwealth of Massachusetts is not an establishment for the purposes of these regulations. In addition, bodywork establishments shall not be located in a private residence, condo, apartment, or other residentially zoned space.

Licensee: shall mean a person holding a license to practice any form of bodywork therapy or to operate a bodywork establishment in the Town of Needham. Where applicable, this shall include partnerships and/or corporations.

Patron: shall mean a person with whom the bodywork therapist has an agreement to provide bodywork therapy services or a visitor or any other person on premises at the establishment who is not an employee.

Sanitization: shall mean effective bactericidal/germicidal treatment by a process that provides enough accumulative heat or concentration of chemicals for enough time to reduce the bacterial/germ count, including bacterial, viral, and fungal pathogens, to a safe level on massage table surfaces, instruments, and/or the general facility.

Sex Offender Registry Information (SORI): shall mean a record of convictions for specified sexual offenses committed as an adult or juvenile, as compiled by the Sex Offender Registry Board.

Therapist: shall mean a bodywork practitioner licensed by the Needham Public Health Department.

Tobacco product: Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to: cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, or electronic cigarettes, electronic cigars, electronic pipes electronic hookah, or other similar products, regardless of nicotine content, that rely on vaporization or aerosolization. “Tobacco product” includes any component or part of a tobacco product. “Tobacco product” does not include any product that has been approved by the United States Food and Drug Administration either as a tobacco use cessation product or for other medical purposes and which is being marketed or sold or prescribed solely for the approved purpose.

SECTION 4.0

BODYWORK ESTABLISHMENT & INDIVIDUAL BODYWORK THERAPIST LICENSES

Any person or entity desiring to open or conduct a commercial business practicing Bodywork Therapy shall obtain a Bodywork Establishment License from the Needham Public Health Department. Any person desiring to be a bodywork therapist at a Bodywork Establishment shall obtain an Individual Bodywork Therapist License. The application for these licenses shall include the items specified herein:

(a) The applicant shall submit a completed application form provided by the Needham Public Health Department.

(b) The applicant shall submit a non-refundable application fee according to the Health Department fee schedule.

(c) The applicant shall provide supporting documentation that he/she is eighteen (18) years of age or older by presenting two forms of positive identification. One form must include a photograph, such as a valid state driver's license with photo, a state identification card with photo, and/or a valid passport. The second form of ID may be a certified long-form birth certificate, certified baptismal record, certified record of marriage, certified copy of Social Security Card, or other government-issued photo ID.

(d) The applicant shall submit to the Needham Public Health Department a form authorizing the Town of Needham or a contracted third party to conduct a Criminal Offender Record Information (CORI) inquiry and a Sex Offender Registry Information (SORI) inquiry, and to report the results of those inquiries to the Needham Public Health Department. All responses to these record checks shall be kept confidential. By signing the application or renewal form, the applicant gives authorization to the Town of Needham or its contracted third party to run a CORI/SORI background check, which will consist of the information pertaining to all convictions, non-convictions, and pending criminal case information. CORI and SORI checks may be conducted in all states in which the applicant has resided within the last ten (10) years.

(f) The applicant shall disclose the circumstances surrounding any of the following convictions or license revocations:

1. Disclosure of any conviction for any sexual-related offense, including prostitution or sexual misconduct.
2. Disclosure of any conviction of any misdemeanor or felony occurring within the past ten (10) years.
3. Disclosure of open criminal charges that are pending judicial action.
4. Revocation, suspension, or denial of a license to practice massage issued by any state or municipality.
5. Loss or restriction of any licensure or certification by any municipality or other jurisdiction for any reason.

(g) The Needham Police and the Needham Public Health Departments shall determine whether an applicant's conduct, criminal or otherwise, shall disqualify that person from obtaining license. Any

convictions or license revocations as outlined in Article 19, Sub-Section 6, a through d will result in an automatic denial of the application.

(h) The applicant shall submit written declaration, under penalty of perjury, that the foregoing information contained in the application is true and correct, and said declaration shall be duly dated, signed, and notarized in the Town. False statements shall constitute grounds for revocation of an issued license or denial of a pending license application or license renewal.

(i) The Needham Public Health Department, prior to the issuance of any license, shall evaluate each individual application by the information provided. The Board of Health or Public Health Department may place special conditions on any license issued.

(j) False statements in said application shall be grounds for denial, suspension, or revocation of a license.

(k) Applicants for a Bodyworks Establishment License shall provide proof of professional liability insurance with a minimum coverage level of \$1,000,000, as well as workers compensation insurance.

(l) Applicants for a Bodyworks Establishment License shall provide the name or names of individuals that are currently certified in basic cardiopulmonary resuscitation (CPR) and a copy of their valid certification form. One individual trained in CPR must be on-site at all times during operating hours.

(m) The holder of the Bodywork Establishment License shall be ultimately responsible for the physical facility, instruments, advertising, postings, employees, and all compliance with these regulations.

(n) The holder of a Bodywork Establishment License shall also obtain an Individual Bodywork Therapist License, if the individual will conduct bodywork. An establishment license does not permit the person to practice without a therapist license.

(o) All applicants for an Individual Bodywork Therapist License shall allow one front faced digital photograph to be taken by the Needham Public Health Department at the time of license application submittal. This photograph will be attached to the license, if granted.

(p) All applicants for an Individual Bodywork Therapist License shall obtain a medical provider/practitioner's ~~physician's~~ letter dated no earlier than twelve~~six~~ months prior to the submittal of the application, stating that the applicant ~~has had a physical examination is in good health, and to the best of the physician's knowledge~~ is up-to-date with adult immunizations and free from communicable diseases and/or conditions that may be transmitted due to close physical contact and detrimental to the public's health.

(q) All Individual Bodywork Therapist License applicants must identify the name(s) of the licensed establishment(s) where he or she will practice bodywork therapy. In addition, a license holder shall notify the Needham Public Health Department if the individual changes employment venue within the town.

(r) The holder of the Bodywork Establishment License shall also submit (if applicable) a copy of their valid MA Board of Registration of Massage Therapy Establishment License.

(s) All applicants applying for an Individual Bodywork Therapist License shall submit a copy of their valid MA Board of Registration of Massage Therapy therapist license if they practice both Massage and Bodywork at their Needham establishment.

(~~f~~) It is a violation of these regulations for any person who is not licensed in the manner described herein to operate a Bodywork Establishment or to operate as an Individual Bodywork Therapist.

SECTION 5.0 LICENSE RENEWAL

(a) This license shall expire on December 31st annually.

(b) The applicant shall provide a completed renewal application, including new medical provider/practitioner's~~physician's~~ letter and CORI/SORI form authorization with required documentation, in person to the Needham Public Health Department.

(c) As stated in section 4.0 above, specifically section (k), Bodywork Establishment applicant shall provide proof of professional liability insurance with a minimum coverage level of \$1,000,000, as well as workers compensation insurance.

(d) As stated in section 4.0 above, specifically section (l), the applicant must provide the name or names of individuals that are currently certified in basic cardiopulmonary resuscitation (CPR) and copies must be provided of their valid certifications. One individual trained in CPR must be on-site at all times during operating hours.

(e) As stated in section 4.0 above, specifically sections (r) and (s), copies must be submitted of valid MA Board of Registration of Massage Therapy Establishment and Therapist licenses where applicable.

(~~f~~e) The fee for each license renewal shall be in accordance with the most recent Health Department fee schedule.

SECTION 6.0 CONDITIONS OF BODYWORK LICENSE

(a) No bodywork therapist shall perform services if either the practitioner, or a patron, has a communicable disease or exhibits any skin fungus, skin infection, skin inflammation, or skin eruption.

(b) No licensed therapist shall use the therapist-client relationship to solicit for or engage in sexual activity with any client, whether consensual or otherwise, whether within or outside the bodywork establishment, or to make arrangements to engage in sexual activity with any client.

(c) Bodywork therapists must wash his/her hands with soap and water immediately before and after administering services to any person.

(d) Therapists must maintain a sufficient level of personal cleanliness and be clothed in clean and appropriate attire which at no time will expose any portion of the areola of the female breast or any portion of the pubic hair, cleft of the buttocks, or genitals.

(e) Clients must be clothed in appropriate attire or draped with clean towels, at no time shall the client's areola of the female breast or any portion of the pubic hair, cleft of the buttocks, or genitals be exposed.

(f) Therapists may not perform services they are not specifically licensed to perform, such as; diagnose disease, perform joint/spinal manipulation, perform acupuncture, or other. In addition practitioners shall not operate equipment they are not trained or licensed to operate, such as; x-ray, fluoroscope, diathermy, or other similar equipment.

(g) Therapists may not use, or allow patrons to use, alcoholic beverages, illegal drugs, illicit drugs, marijuana, whether for medical or recreational usage, or controlled substances on the licensed premises.

(h) The individual license to conduct bodywork and the bodywork establishment license are non-transferable. Any changes in the business location or other applicable information of the licensee must be reported to the Needham Public Health Department within fourteen (14) days of the change.

(j) For those therapists who conduct business at more than one location, the original license shall be retained on file at the first address indicated on the license. At the additional business address, the practitioner shall retain on file a copy of the license to which an original Needham Public Health Department stamp has been placed.

(k) Bodywork establishment licenses must be prominently displayed in the waiting room of the establishment; licenses for individual bodywork practitioners shall be retained on file in all locations at which the individual practices bodywork.

(l) The use of aliases by practitioners and apprentices is prohibited.

(m) Therapists may not administer a massage, unless the individual is properly licensed by the Massachusetts Board of Registration of Massage Therapy AND the premise at which the massage occurs is similarly licensed by the Commonwealth for the conduct of massage.

(n) Therapists and Bodyworks practitioners may ~~not~~ administer treatment to a person younger than 18 years of age, provided that a parent or guardian signs an intake form for the client younger than 18 years of age who is receiving treatment and provided that the parent or guardian of the client is provided the option to observe the treatment session from inside the therapy room.

(o) All therapists shall have a valid form of identification on them at all times within the establishment.

(p) All bodywork practitioner licensees shall notify the Needham Public Health Department of a change of name and/or home address within fourteen (14) days.

(q) All licensees shall notify the Needham Public Health Department of any criminal complaint brought against them or licensed practitioners operating within their establishment within seven (7) days. Failure to do so may result in revocation of licensure.

SECTION 7.0 FACILITY and EQUIPMENT

(a) The operator shall provide that all public areas, rooms used for therapy, and employee areas are clean and sanitary. The establishment must be well-lighted, adequately ventilated, properly heated, and free from defects that would create a public health or employee safety hazard in accordance with all local, state, and federal regulations.

(b) Every room used for the treatment of patrons shall be equipped with a door and have at least 70 square feet of floor space. All treatment room doors shall not be capable of being locked.

(c) No room or section of an Establishment shall be used as a bedroom, for sleeping purposes, or as a domicile.

- (d)** Every waiting room area must be lit with a combination of natural and artificial lights. Blackout curtains, other light prohibitive shades, or window sprays are prohibited.
- (e)** Standard or portable massage tables shall be covered with a durable washable material, which is capable of being cleaned and sanitized, and is cleaned and sanitized after each patron use.
- (f)** A sink with running hot and cold water (minimum hot water temperature should be 110 degrees Fahrenheit) must be located in an easily accessible area within the permitted establishment.
- (g)** Sanitizing chemicals/equipment should be on site and labeled with ingredients it contains, in case of a spill. All furniture and equipment in each room shall be kept clean and sanitary at all times.
- (h)** Restrooms must be made available to customers/employees and shall be located in an easily accessible area within or near the permitted establishment.
- (i)** Non-disposable instruments shall be sanitized after use on each person in a manner sufficient to maintain cleanliness
- (j)** The facility shall have adequate equipment for disinfecting and sanitizing non-disposable instruments and materials used in administering bodywork.
- (k)** No un-sanitized part of an instrument (i.e. Hot Stones) shall be applied directly to the skin of a patron.
- (l)** Robes, towels, cloths, or other linens, which come into direct contact with the bodies of patrons, shall, after use and before re-use, be laundered in such a manner as to ensure effective sanitization.
- (m)** No common use of robes, towels, cloths, sheets, or other linens is permitted. All used robes, towels, cloths, or other linens shall be kept in covered containers, closed cabinets, or closed bags and shall be held separately from clean robe, towel, cloth or linen storage areas. Such separate storage areas shall be plainly marked as "CLEAN" OR "SOILED".
- (n)** All oils, creams, lotions, talc, or other preparations used in administering bodywork shall be kept in factory labeled containers in a clean and closed condition. All such containers shall be stored in appropriate cabinets or shelving.
- (o)** All non-disposable instruments and devices designed or used for direct application to the skin shall be kept in a clean location.
- (p)** Ensure non-latex gloves are available on site. If latex-containing products are to be used, a sign shall be conspicuously posted stating all clients shall be advised that latex containing products are in use.
- (q)** Conducting bodywork therapy shall be limited between the hours of 7:00 a.m. and 9:00 p.m.
- (r)** Patrons shall be granted access to inspect all oils, creams, lotions, talc, or other preparations treatment substances before use on the individual.
- (s)** The facility shall have a conspicuously placed sign in the lobby which reads "Report any inappropriate or unsanitary conditions to the Needham Public Health Department at (781) 455-7500 or to the Needham Police Department at (781) 444-1212. In the event of an emergency, please immediately call 9-1-1."

(t) No items of sexual nature may be stored or displayed within the establishment or on the grounds.

(u) Use of any kind of tobacco products and/or electronic cigarette, etc., products, ~~products,~~ is prohibited within a bodywork establishment or on the grounds, thereof.

(v) One individual trained in basic cardiopulmonary resuscitation (CPR) must be on-site at all times during operating hours.

(w) A Department of State – “Know Your Rights” pamphlet and other educational material as deemed necessary by the Public Health Department shall be displayed prominently in employee areas, in English and also in all languages spoken by on-site personnel.

(x) No bodywork facility shall install a shower or other home good that would allow the employees of such establishment with the ability to live at the facility.

SECTION 8.0 ADVERTISING

Bodywork therapists and owners of such establishments shall be mindful of professional ethics when placing advertisements. Advertising in periodicals, newspapers, or on-line in a sexual or provocative manner (i.e. pictures or language) to promote business may be construed as a violation of the proper standards of bodywork and will result in the revocation of the license. Please see Article 5 of the Town of Needham’s Bylaws for the article regulating Signs for further information.

SECTION 9.0 DEPARTMENT OF STATE – KNOW YOUR RIGHTS PAMPHLET

Any place of employment that is thought to be a common location of human trafficking, as reported by the National Human Trafficking Resource Center, shall conspicuously post a Department of State – Know Your Rights Pamphlet in a commonly visited employee information posting area. The pamphlet must be available in both English and the primary language of all employees.

As of the date these regulations are enacted, common human trafficking employment locations shall include hotels, nail salons, restaurants, bars, strip clubs, farm labor camps, construction companies, large factories, and bodywork establishments defined herein.

The Needham Public Health Department has the right to include more business locations that are common locations for human trafficking as they become known to the Needham Public Health Department, Needham Police Department, or the National Human Trafficking Resource Center.

This pamphlet is available free of charge at the following web address:

<http://travel.state.gov/content/visas/english/general/rights-protections-temporaty-workers.html>

SECTION 10.0 INSPECTIONS

(a) The purpose of inspections is to verify the compliance of these regulations.

(b) Denial of access to any part of an establishment, by the licensee, by a bodywork therapist, or an employee may result in immediate revocation/suspension of the license.

(c) Applicants will be subject to a minimum of two inspections by the Needham Public Health Department, Needham Police Department, or their authorized agents over the course of the fiscal year. One inspection may be announced to the facility prior to the visit and one or more inspections may be unannounced, where an agent visits without prior notification to the facility.

(d) Re-inspection shall take place when an establishment does not pass an inspection. The applicant shall submit an application for re-inspection, which shall include:

1. A correction plan to be submitted to the Needham Public Health Department within five (5) business days of the initial inspection.
2. If more than one re-inspection is required, re-inspection fees of \$50 by check or money order made payable to the Town of Needham.
3. A re-inspection application must be submitted to the Needham Public Health Department in writing.

SECTION 11.0 DISCIPLINARY ACTIONS, ORDERS AND HEARINGS

A. Actions - Upon a finding by an agent that a licensee has violated any provisions of these regulations, the Needham Public Health Department and/or the Board of Health may impose any of the following actions separately or in any combination which is deemed appropriate to the offense:

1. Suspension of a licensee's right to practice or maintain an establishment for a fixed period of time, or denial of a license application or license renewal.
2. Administrative revocation for failing to renew licensure in a timely manner. Licenses that have been administratively revoked may be reinstated upon the licensee's achievement of all the renewal requirements of these regulations. The license will expire if there is no renewal and the therapist will be considered to not have a license until the renewal requirements are achieved and a license is renewed or (re)issued.
3. Revocation for cause which terminates the license. The Needham Public Health Department and/or the Board of Health may allow reinstatement of a revoked license upon conditions and after a period of time deemed appropriate. Any person whose license has been revoked may not apply for licensure for at least one (1) year unless otherwise stated in the revocation order.

B. Orders

1. All orders shall be in writing.
2. Orders shall be served on the licensee or licensee's agent as follows:
 - by sending a copy of the order by certified mail, return receipt requested at the last known address or the address appearing on the license, or
 - personally, by any person authorized to serve civil process, or
 - by posting a copy in a conspicuous place on or about the establishment.

C. Hearings

1. The person to whom any order or notice has been issued pursuant to violations of any provision of these regulations may request a hearing before the Board of Health. Such a request must be in writing and shall be filed with the Needham Public Health Department within five (5) working days of receipt of the order or notice.

Upon receipt of such request, the Board of Health or its agent shall inform the petitioner thereof in writing of the time and place of said hearing, which shall be commenced within a reasonable time.

2. At the hearing, the petitioner shall be given an opportunity to be heard, to challenge the inspection findings, and/or to show why the order should be modified or rescinded, or why the license should not be suspended or revoked. Any oral testimony given at a hearing shall be recorded electronically and shall be part of the licensee's file.

3. After the hearing, the Board of Health shall make a final decision based upon the complete hearing record and shall inform the petitioner in writing of the decision. If the Board of Health sustains or modifies an order, it shall be carried out within the time period allotted in the original order or in the modification.

4. Every notice, order, decision or other record prepared by the Board of Health in connection with the hearing shall be entered as a matter of public record in the Needham Public Health Department.

SECTION 12.0 PROHIBITIONS

(a) No person licensed by Needham Public Health Department to perform bodywork shall use the therapist-client relationship to solicit for, or engage in, sexual activity with any client, whether consensual or otherwise, whether within or outside the bodywork establishment, or to make arrangements to engage in sexual activity with any client.

(b) At no time shall a practitioner of bodywork therapy conduct any business, or list as a business, his/her home address. Additionally, at no time may clients be seen at the practitioner's residence or run a bodywork business as a door-to-door enterprise.

(c) At no time shall a practitioner of bodywork therapy run a business from a residence, condominium, hotel, motel, mobile home, or other residential setting.

SECTION 13.0 CRIMINAL ACTS

(a) At no time shall an individual offer, or agree to engage in sexual conduct, with another person for a fee per Massachusetts General Laws (M.G.L.) Chapter 272, section 53A.

(b) At no time shall a customer of an establishment request to receive, or agree to engage in, sexual conduct with another regardless of age per M.G.L. Chapter 272, section 53A.

(c) At no time shall an individual derive support or income from a prostitute's earnings per M.G.L. 272, section 7.

(d) At no time shall an individual induce a minor to become a prostitute or knowingly assist in inducing a person under the age of 18 to become a prostitute per M.G.L. Chapter 272, section 4A.

(e) At no time shall an individual knowingly permit prostitution on the premises per M.G.L. Chapter 272, section 6.

(f) At no time shall an individual intentionally expose his/her genitals or breasts to one or more persons per M.G.L. Chapter 272, section 53.

(g) At no time shall an individual annoy or accost in a sexual way per M.G.L. Chapter 272, section 53.

(h) At no time shall an individual engage in natural or unnatural sexual intercourse with a victim, by compelling the victim to submit by force and against her or his will, or by threat of bodily injury per M.G.L. Chapter 265, section 22(a) or 22(b).

(i) At no time shall an individual commit an “indecent” assault & battery which the victim did not consent to, regardless of age, per M.G.L. Chapter 265, section 13(b) or 13(h).

(j) At no time shall an individual secretly video or photograph naked or partially naked people, and at no time shall an individual disseminate secretly obtained videos or photographs of nude or partially nude individuals, per M.G.L. Chapter 272 section 105.

(k) At no time shall an individual provide or obtain another individual, or subject, recruit, entice, harbor, or transport, an individual by any means, in order to force him or her into servitude per M.G.L. Chapter 265, section 51.

(l) At no time shall an individual provide or obtain another individual, or subject, recruit, entice, harbor, or transport, an individual by any means, in order to force him or her into sexual servitude per M.G.L. Chapter 265, section 51.

SECTION 14.0 GENERAL ENFORCEMENT

These regulations may be enforced by the Needham Public Health Department and the Police Department and other departments or agencies supporting the Town of Needham, except that only the Public Health Department and/or Board of Health may grant, deny, revoke, suspend or modify permits or variances of these regulations.

The grounds on which the Public Health Department may deny renewal, revoke, suspended, or modify any permit or certification issued pursuant to these regulations include, but are not limited to:

(a) Refusal to permit an agent of the Public Health Department or other government official to inspect the facility;

(b) Interference with an agent of the Public Health Department or other government official in the performance of their duty;

(c) A criminal conviction of the license holder relating to the operation of the establishment;

(d) Failure of the license holder to submit the appropriate documentation;

- (e) Failure to pay the required license fees or assessed fines or penalties;
- (f) The establishment's owner, operator, or employee's failure to comply with these regulations;
- (g) Committing a Prohibited or Criminal Act as outlined in this document.
- (h) Keeping or submitting any misleading or false records or documents related to the operation of the establishment or practicing bodywork;

Otherwise operating a bodywork facility or practicing bodywork so as to cause a threat to the public health or safety shall cause suspension, modification, or revocation of license. Such action by the Public Health Department may include ordering other appropriate relief, including but not limited to, ordering corrections to the physical facility.

These regulations may be enforced through appropriate criminal or civil process, including but not limited to that specified at M.G.L. c. 40, section 21D, in any court of competent jurisdiction.

All criminal acts or violations of M.G.L. will be enforced by the Needham Police Department. In addition, the Needham Police Department or Public Health Department may issue fines per this ordinance on top of penalties assessed by the appropriate criminal court.

SECTION 15.0 FINES FOR VIOLATIONS OF ORDERS AND SUSPENSIONS

Any person or entity violating any term or condition of these regulations, or any Needham Public Health Department suspension or order enforcing these regulations, shall be subject to a fine for each violation of not less than fifty dollars (\$50) nor more than five hundred dollars (\$500) for each day that such violation continues.

SECTION 16.0 EXEMPTIONS

Pursuant to these regulations a professional practitioner license shall not be required of the following individuals while engaged in the regular performance of the duties of their respective professions:

- (a) Physicians, chiropractors, osteopaths, occupational therapists or physical therapists who are licensed to practice their respective professions in the Commonwealth of Massachusetts.
- (b) Athletic trainers duly licensed under the laws of the Commonwealth of Massachusetts.
- (c) Nurses who are registered or licensed under the laws of the Commonwealth of Massachusetts.
- (d) Barbers and beauticians who are duly registered under the laws of the Commonwealth of Massachusetts, provided that this exemption shall apply solely to the massage of the neck, face, scalp, and hair of the customer or client for cosmetic or beautifying purposes.
- (e) Acupuncturists duly licensed under the laws of the Commonwealth of Massachusetts.
- (f) Persons licensed to practice massage in the Commonwealth of Massachusetts may, at the request of a physician, attend patients in the Town of Needham without taking out an additional license.

(g) Naturopathic Physicians who are duly licensed by a state or province.

SECTION 17.0 SEVERABILITY

If any chapter, section, paragraph, sentence, clause, phrase, or word of these regulations shall be declared invalid for any reason whatsoever, that decision shall not affect any other portion of these regulations, which shall remain in full force and effect; and to this end the provisions of these regulations are hereby declared severable.

SECTION 18.0 TRANSITIONAL RULES

Existing bodywork establishments, as well as, individuals who conduct bodywork shall submit applications for licensure to the Needham Public Health Department within ninety (90) days of passage of these regulations (regulation adopted September 11, 2015; application must be submitted by December 11, 2015).

SECTION 19.0 EFFECTIVE DATE

These regulations ~~are-were~~ formally adopted by the Needham Board of Health on September 11, 2015, and ~~shall take~~took effect on January 1, 2016.

Public meetings about this regulation occurred in December 2016, February 2017, and March 2017. A public hearing occurred in April 2017. This regulation was approved by a [unanimous] vote of the Needham Board of Health on XYZ, 2017, and shall take effect on May 1, 2017.

A notice and summary of the regulation was posted by the Needham Town Clerk, was posted on the Needham Public Health Division's website, and was published in a newspaper in circulation in the Town of Needham. Copies of this regulation have also been filed with the Needham Town Clerk and the Massachusetts Department of Environmental Protection.

Public Comments received on Amendments to Bodywork Regulation

#1

From: Bonnie Matross-Antoniou [mailto:bonnielmt@gmail.com]
Sent: Thursday, April 06, 2017 10:32 AM
To: Health Department; Timothy McDonald; Tara Gurge; Dr.jane Fogg
Subject: Public Health hearing/revised Article 19

Hi Tim and others,

Thank you for my opportunity to have a voice in our community, as a business owner in Needham AND Massage Therapist. I am planning to attend the hearing next Friday morning at 7:00 AM.

I reviewed the revised Article 19 (attached) and believe there are still adjustments to be made. The following will be shared next Friday, but I wanted the board to have my comments in advance:

ESTABLISHMENT PERMITS: I am happy to adhere to all the new regulations that pertain to my Bodywork Establishment Permit. I think it's a great idea that the town be involved with the businesses and business owners, because admittedly, the state of MA doesn't do much once we secure our establishment licenses. And, as Tara and Detective Schlittler will tell you, a few minutes within our practice doors gives all the information needed to know. It was also really nice for me/us to have contact with the Needham Police Department, in the unlikely event that we have security issues with clients. I know 100% that this is for our protection, too.

INDIVIDUAL BODYWORK PERMITS: It is my strong opinion that **if a staff member is a licensed MASSAGE THERAPIST** (which requires 800+ hours of schooling, a CORI check, a medical check-up and TB shots, and 40+ hours of continuing education every four years), they should not have to adhere to the individual bodywork permit regulations. The new regulations make sense for those who are NOT massage therapists,. But for us, the "bodywork" modalities that we practice are simply **massage therapy TOOLS!** Cupping, Reiki, Reflexology, and Caniosacral are to a massage therapist what weights and dumbbells

are to a personal trainer, or resistance bands are to a physical therapists! Many of the items classified as "bodywork" are massage tools that we learn in our continuing education classes.

My hope is that the board considers changing these regulations so that licensed massage therapists are exempt. **Put the focus of your inquiries on the BUSINESSES and business owners.**

If this is not possible, I kindly request that the following items be considered:

- * Make the renewal process easier! How about every two years? Also, do not require that therapists come to town hall in person. They should be able to mail the paperwork, two forms of ID, and a check. Town Hall's hours are limited, and we have therapists who have small children dependent on child care, who drive from an hour away a few days a week. It's not easy for many, and to be honest, it makes us feel like criminals, particularly the piece about NPH taking a photograph of us upon paperwork drop-off.

- * Section 16f isn't clear: "Persons licensed to practice massage in the Commonwealth of Massachusetts may, at the request of a physician, attend patients in the Town of Needham without taking out an additional license." Our practice is almost 100% referral based, with a good percentage being from physicians and physical therapists. Does this mean that we are exempt?

- * Question on Section 4P "All applicants for an Individual Bodywork Therapist License shall obtain a medical provider/practitioner's letter dated no earlier than twelve months prior to the submittal of the application, stating that the applicant is in good health, and is up-to-date with adult immunizations and free from communicable diseases and/or conditions that may be transmitted due to close physical contact and detrimental to the public's health." Can you confirm that this means we can get a letter from an urgent care center or walk-in clinic, and we do not need to schedule a physical to obtain this? The timing has been tricky for a few therapists this past year who have switched insurance carriers and doctors, and then couldn't get appointments in time to meet these deadlines. I also think that having to do this annually is unnecessary and overkill.

In short - let's keep the focus on the business owners and off the individual therapists. Continue site visits, require that businesses keep perfect records of their therapists' licenses on file, etc, and continue to require the high standards of cleanliness

and professionalism that practices like mine display. But don't make these hard working licensed massage therapists have to double-pay (town and state) and jump through hoops simply to provide a wellness service to the community.

I look forward to speaking with the group on these items next Friday, but would love to hear from you prior to the hearing if possible.

All the best,

Bonnie

--

Bonnie Matross-Antoniou, LCMT
B In Touch Massage Therapy
1253 Highland Avenue
Needham, MA 02492
[\(781\) 400-1257](tel:(781)400-1257)
www.BIntouchMassage.com

"How beautiful a day can be when kindness touches it." ~ George Elliston

#2

-----Original Message-----

From: dianajp@earthlink.net [mailto:dianajp@earthlink.net]

Sent: Tuesday, April 11, 2017 4:06 PM

To: Health Department

Subject: Bodywork comments

Hello,

I am unable to make the hearing on Friday morning. I will be away at a continuing education training. I find the bodywork ordinance a bit short sighted. I understand that it is an attempt to thwart prostitution and human trafficking. I question the requirement of getting a doctors note to prove that I am in good health. I feel this is an invasion of my privacy. My health status is not my clients or the departments of health business. Frankly this is what HIPPA laws were designed for. If you actually thought I was a professional, then why doesn't this board want to see my education and my continuing commitment to continuing education? My doctor was utterly shocked when I requested a letter stating that I didn't have any communicable diseases. Its almost makes me sound like a prostitute. I feel that the bodywork ordinance does not see me as a professional. Thank you for listening,

Diana Phillips, Certified Advanced Rolfer

1492 Highland Ave. #1

Needham, MA 02492

617-272-0170

dianajp@earthlink.net



Needham Public Health Department



Needham Public Health Division Strategic Planning Board of Health Discussion April 14, 2017

Describe strategic planning process to date

Discuss values statement

Refine vision statement

Formal and informal mandates for Needham Public Health Division

Needham Public Health Division
Strategic Planning Update
Needham Board of Health
April 14, 2017

The strategic planning process in which the Needham Public Health Division is engaged began with the **mission statement** approved by the Needham Board of Health in 2016:

The mission of the Division is to prevent disease, promote health, and protect the public health and social well-being of the residents of Needham, especially the most vulnerable. The staff of the Needham Public Health Division pursues this mission through a series of goals and objectives to:

- *efficiently use Town operating budget funds, grant resources, and donations;*
- *actively cooperate and collaborate with state and local agencies and community partners;*
- *promote evidence-based health practices and data-driven program management; and*
- *advocate for policy and regulatory changes that promote health and well-being.*

In February of 2017, staff members moved the process along by developing the following **values statement**:

Integrity, Reliability, and Trust: *We are a trusted resource, communicating accurate and concise information. We are professional, direct, honest, and flexible, listening and responding to community concerns with patience and respect. Our services are based on best, evidence-based practice.*

Dedication and Collaboration: *We advocate for the health and well-being of the community. We demonstrate dedication, passion, and empathy while collaborating with community partners. We are motivated by the belief that people are empowered by knowledge that allows them to make informed decisions.*

Professional and Supportive Work Environment: *We provide a professional, collaborative and respectful work environment. Staff members act as team players, supporting each other by sharing the work and being considerate of others.*

In March, a group of stakeholders was invited to participate in the process as well. Stakeholders were asked to review the mission and values statements and to begin to formulate a vision for the Needham Public Health Division. Based on their input, two possible versions of the **vision statement** were developed.

The Needham Public Health Division, in partnership with residents, community organizations, and other Town departments, will promote healthy practices, increase understanding of factors that affect physical and mental health, and develop programs and policies that allow all residents to live, work, play, and grow in an environment conducive to achieving optimal health and well-being through all stages of life. (64 words)

Or

The Needham Public Health Division, in partnership with residents, community organizations, and other Town departments, will promote healthy practices, increase understanding of factors that affect physical and mental health, and develop programs and policies that allow all to achieve optimal health and well-being through all stages of life. (48 words)

Also at the March meeting, the stakeholders were introduced to the formal mandates that determine local public health work. Based on those mandates and their knowledge of the Division, they made a first pass at a SWOT analysis (strengths, weaknesses, opportunities, and threats).

Next steps:

- Finalize vision statement
- Conduct a full SWOT analysis in the context of current trends, emerging issues, and other issues that may impact the health division in the future
- Identify and prioritize key or strategic issues to address
- Develop measurable goals and objectives



NEEDHAM PUBLIC HEALTH



Summary of Formal Mandates

March 8, 2017

Dangerous, Communicable, and Infectious Diseases

- Investigation and reporting
- Communicate with MDPH and other LHD
- Foodborne illness
- Reportable diseases
- Isolation and Quarantine

Environment

- Atmospheric pollution
- Smoking in public places
- Water
- Lead poisoning prevention
- Asbestos
- Noisome and nuisance

Hazardous Materials

- Storage
- Disposal

Inspections, Permits, Licenses

- Swimming pools
- Tanning facilities
- Massage, bodywork, body art
- Biotechnology
- Camps
- Hospice
- Transport garbage
- Septic haulers, installers, etc.
- Marijuana dispensaries
- Domestic animals (livestock)
- Public lodging houses
- Other (beavers, wells, water use, etc.)

Public Health Emergency Declaration

Sanitary Codes

- Food
 - o Establishments
 - o Schools, hospitals, nursing homes
 - o Food production (carbonated beverages, bakeries, frozen desserts)
 - o Food storage
- Housing and habitation
- Waste – storage, disposal, transfer, transportation

Septic Regulations

- Title V

Tobacco and other substances

- Tobacco sales and permits
- Marijuana dispensaries, home growing sites, cultivation & production facilities, retail

Vaccinations

- Administering vaccines
- Tracking
- Enforcement

Needham Public Health Division - Organizational Mandates

March 24, 2017

Subject	Regulation	Mandate	Responsibility
Abuse and Neglect Reporting	MGL 119: 51A	Mandated reporter on child abuse	PHN
	MGL 19A: 15	Mandated reporter on elder abuse	PHN
Animals			
Animal quarantine	MGL 129: 21, 22, 24	Quarantine for animals with contagious diseases	Animal control EH
Dog bites	MGL 112: 12Z	Animal inspector or dog officer received reports of dog bites	Animal control
Domestic animal - stables	MGL 111: 127	License stables	EH
Domestic animal - permits	BOH Article 4:	Domestic animal permits (horses, cows, mini horses, goats, swine, chickens, etc.)	EH
Beavers	MGL 131: 40, 80a 321 CMR 2.08 321 CMR 10.00	Issue emergency permits to trap beavers or breach dams to alleviate a threat to human health or safety	Director
Aquifer Protection	BOH Article 9	Regulation of storage and disposal of sewage and hazardous materials, including manure	EH, Fire Dept.
Asbestos	310 CMR 7.15	Detailed asbestos regulations	EH, Building?
Biological Waste	MGL 111: 127A	Enforce sanitary code, including biological waste	EH
Biotechnology Registration	BOH Article 11	Maintain annual registration of companies using rDNA technology.	EH
Body Art	BOH Article 7	Regulations for practice of body art, including annual inspections and the issuing permits for practitioners and establishments	EH, PHN

Subject	Regulation	Mandate	Responsibility
Bodywork	BOH Article 19	Regulations for the practice of bodywork, including issuing licenses for practitioners and establishments	EH and Police
Burial Permits	MGL 111 :45	Issue burial permits	Town Clerk
Camps	105 CMR 430.000 MGL 140: 32B; 32C	Yearly inspection and license for camps for children	PHN
Communicable, Infectious, Dangerous, and/or Reportable Diseases			
Infectious or dangerous disease contr.	MGL 111: 112, 113	Investigation of dangerous diseases	PHN
Reportable diseases	105 CMR 300.100 (entire)	Reportable diseases, surveillance, isolation and quarantine	PHN
Inform MDPH	MGL 111: 112	Inform MDPH within 24 hours about any case of dangerous disease	PHN
Case reports (MAVEN)	105 CMR 300.110	Case reports shall be in a form acceptable to MDPH (MAVEN)	PHN
Cerebral Palsy reports	MGL 111: 111A	Receive reports from physicians if patient has cerebral palsy; send annual report to MDPH of such notices	PHN
Foodborne illness	105 CMR 300.130	Report foodborne illness	PHN, EH
Reyes Syndrome	MGL 111: 110B	Health providers (including PHN) must report Reyes Syndrome cases to MDPH	PHN
Smallpox	MGL 111: 7	Work with MDPH on smallpox and other dangerous diseases	PHN
Public health threats	MGL 111: 18	about the sanitary condition of his district and about public health threats, TB, and other dangerous diseases; will provide prevention information	Director
Reporting to MDPH	MGL 111: 29	Weekly reports to MDPH of deaths in town from diseases dangerous to the public health	PHN
Receive notification from MDPH	MGL 111: 6, 7, 18	Receive notification of diseases dangerous to the public, including TB (requires interpretation and evaluation of clinical data)	PHN

Subject	Regulation	Mandate	Responsibility
Communication with other LHD	MGL 111: 111	Forward reports of dangerous diseases to other LHD if patient resides in other jurisdiction	PHN
Isolation and quarantine	MGL 111: 95, 98, 104 105 CMR 200-210 105 CMR 300.150 MGL 111: 96, 96a	Isolation of individuals with dangerous communicable disease; requirements and procedures; removal of person infected with dangerous disease	PHN, Director
Records and communication	MGL 111:113	Maintain records of dangerous disease notice and report dangerous diseases to school committee	PHN, Director
Disinfection	MGL 111: 109	Supervise or carry out disinfection of dwellings which have been the site of a dangerous disease	EH, PHN
Biologic distribution	MGL 111: 127A	Distribute biologic products for control of dangerous diseases	PHN
Death Certificates	MGL 111:31	Process death certificates;	Town Clerk
Demolition	MGL 111: 31	Permit to transport garbage	EH
	MGL 111: 127B	Order to vacate	EH
	MGL 111: 128A	Filling demolition sites	EH
Excavation and Trench Safety	BOH Article 18	Issue trench permits (Disposal System Construction Permit)	EH
Food			
Food Code	1999 Food Code 105 CMR 590.000 MGL 111:127A	State Sanitary Code Inspect food establishments every 6 months	EH
Milk	MGL 94: 33-40	Milk inspector	EH
Carbonated beverages	MGL 94: 10A	Permit for plants that bottle carbonated beverages	EH
Bakeries	MGL 94: 9D-M	Adopt and enforce regulations for bakeries	EH
Frozen desserts	MGL 94: 65H 105 CMR 561.000	License and inspect plants that manufacture frozen desserts	EH
Cold storage	MGL 94: 67	Inspect cold storage and refrigerated warehouses	EH

Subject	Regulation	Mandate	Responsibility
Food poisoning			
Reportable diseases	105 CMR 300.120	Food borne illness	PHN, EH
Sanitary code	MGL 111.127 A	Sanitary code for food preparation and storage	EH
Funeral Directors License	MGL 114: 49	Annual (May 1 - April 30) license for funeral directors	Town Clerk
Garbage			
Removal	MGL 111: 31A	Permit for removal of garbage	EH
Removal, transportation, disposal	MGL 111: 31B	Rules & regulations for control, removal, transportation, or disposal of garbage, offal, or other offensive substances	EH
Hazardous Material Storage & Disposal	BOH Article 9: 3-4	(Aquifer protection): Establish standards for storage of hazardous materials; manage records of such;	EH, Fire Dept.
Hazardous Waste	310 CMR 30		
Hazardous waste site	MGL 111: 150B	Assign the site for a hazardous waste disposal facility	EH
Local assessment committee	MGL 21D: 5	Chair of BOH serves on local assessment committee when a developer seeks to construct & operate hazardous waste site	BOH, Director
Notification	MGL 21C: 4	Notify Board of Selectmen of information supplied by DEP regarding hazardous waste	Director
Disaster response	310 CMR 30	Hazardous waste regulations	EH
Health Care and Disease Control	MGL 164: 124A	Inform utility company if serious illness in residence to prevent shut-off	PHN, Director
Hospice Permits	BOH Article 10	Issue permits for residential hospice care following inspection and record review	EH, PHN?

Subject	Regulation	Mandate	Responsibility
Hospital Food Service	105 CMR 590	State Sanitary Code for food	EH
House Drainage and Sewage	MGL 111: 127	Make and enforce regulations on house drainage and common sewage	EH, DPW: Engineering and Water & Sewer
Housing	MGL: 111: 127A & 127B	State Sanitary Code: minimum standards for human habitation	EH, Building Dpt
Housing Complaints	105 CMR 400	General administrative procedures for sanitary code	EH
	105 CMR 410	Minimum standards for human habitation	EH, Building Dpt
Atmospheric Pollution	MGL 111: 31C	Atmospheric pollution	EH
Lead Poisoning	MGL 111: 198 105 CMR 460.000	Enforce state lead poisoning laws (§194A, 196, 197)	EH
Massage Licenses	BOH Article 8	Issue licenses for massage practitioners AND establishments	EH
Medical Marijuana Dispensaries	105 CMR 725.000 BOH Article 20	Local oversight and permitting of marijuana dispensaries	EH
Mercury Disposal	BOH Article 13	Review mercury disposal programs	EH, Building Dpt
Noisome Trades	MGL 111: 151	Provide written consent for slaughterhouse, rendering, or other noxious or offensive trade	BOH (EH, Director)
Offensive trades or practices	BOH Article 6	Regulation of noisome practices, used clothing or furniture	EH
Nuisance Complaints	MGL 111: 122 BOH Article 3:	Investigate nuisances (filth, causes of illness) injurious to the public health; make relevant regulations including on the keeping of domestic animals	EH, PHN

Subject	Regulation	Mandate	Responsibility
Nursing Home Kitchens	105 CMR 590	State Sanitary Code for Food	EH
Public Bathrooms ("sanitary stations")	MGL 111: 33	Determine whether there is a need for public bathrooms in business center; BOH determines number and location.	Director, EH
Public Health Emergency			
Declaration	105 CMR 400.200	Declare a public health emergency	Director
Emergency health agent	MGL 111: 30	Assign emergency health agent	BOH
Public Lodging Houses	MGL 140: 36	Inspect waterclosets, urinals, and ventilation	EH
Rabies			
Rabies	MGL 140: 145A 105 CMR 335	Give free rabies shot to any uninsured resident who has or may have been exposed to rabies	PHN
Regulations	MGL 111: 31	Make and enforce reasonable health regulations	BOH, Director
School Health	MGL 71: 55A	A child returning to school after exposure to a dangerous disease shall present a certificate form to the public health division that the danger of contagion has passed;	PHN, SHN
School Kitchens	105 CMR 590	State Sanitary Code for Food	EH
Septic Haulers	MGL 111: 31; 31A; 31B	Rules for sanitary codes; permits for removal, transportation, and disposal of garbage and offal	EH
Septic Installers	MGL 111: 26G	Septic system installers; inspections	
			EH
Septic System	MGL 111: 31E	Individual sewage disposal systems; action on applications	EH

Subject	Regulation	Mandate	Responsibility
Septic - Title V	310 CMR 15.00 (Title V)	Siting, construction, upgrade, and maintenance of septic systems and the transport and disposal of sanitary sewage. LHD implements Title V on behalf of the Commonwealth	EH
Smoking in Public	MGL 270: 22	MA Clean Indoor Air Act	EH
	BOH Article I: §1.1-1.4	Smoke-free public and workplaces	
Solid Waste Disposal	BOH Article 2		
Assign landfill sites	MGL 111: 150A; BOH	Assign sites of sanitary landfills, refuse incinerators, waste storage, etc.	BOH
Siting approval	310 CMR 16.00; BOH	Siting approval requirements for solid waste facilities, including landfills, combustion facilities, and recycling, composting and conversion operations	BOH
Evaluate refuse transfer stations	310 CMR 18.00	Periodically examine and evaluate refuse transfer stations	DPW, DPW: RTS
Inspect landfills	310 CMR 19.00; BOH	Periodically inspect sanitary landfills	EH
Refuse hauling	BOH Article 2: §2.2	License refuse haulers	EH
Emergency plan	310 CMR 18.21	Plan for emergencies at refuse transfer station	DPW: RTS (Director, EH)
Subdivision Control	MGL 41: 81K-81GG	Subdivision control. LHD role is to work with planing board to ensure sanitary conditions, securing adequate provision for water, sewerage, drainage, etc.	EH
Swimming Pools	105 CMR 435	Minimum standards for swimming pools (State Sanitary Code, chap 5)	EH
Tanning Facilities	105 CMR 123 BOH Article 21	License procedures & requirements for tanning facilities	PHN, EH

Subject	Regulation	Mandate	Responsibility
Tobacco Control	BOH Article 1: §1-1.14		
Sales to minors	MGL 270: 6-7 BOH Article 1: §1.6	Sales to minors	EH, Police
Tobacco sales permits	BOH Article 1: §1.7	Issue annual permits to sell tobacco	EH
Tuberculosis Control & Eradication			
Education	MGL 111: 81	Dissemination of information in concert with state	PHN
Case certification	MGL 111: 94a	Identifying active TB cases for compulsory hospitalization	PHN
Case management	105 CMR 365	TB case management	PHN
Reportable diseases	105 CMR 300	Reportable diseases	PHN
Resident aliens	Federal P.L.87-301	Manage resident aliens newly arrived in the United States with diagnosed or suspected tuberculosis	PHN
Vaccinations			
Order & track immunizations thru registry	MGL 111: 24M	Use the MA Immunization Information System (MIIS)	PHN
Vaccine enforcement	MGL 111: 181	Enforce vaccination & revaccination; provide free vaccines	PHN
Water Supply Safety			
Well regulation	BOH Article 12	Review well plans and issue permits	EH
Water use	MGL 111: 160	When delegated by state, issue permits for water use	BOH, Director, EH
Discontinue water use	MGL 111: 122A	Order discontinuation of water use if deemed unsafe	BOH, Director, EH



NEEDHAM PUBLIC HEALTH



Memorandum

To: Needham Board of Health
From: Tara Gurge, Assistant Public Health Director
Monica De Winter, Project Coordinator
Date: February 10, 2017; Revised and Resubmitted: March 2, 2017
Re: Tobacco Regulation Updates and Discussion Points

Tobacco use remains a significant health concern and according to the Surgeon General it is considered the leading preventable cause of disease and death in the U.S.¹ and it causes at least 12 cancers.² Specifically, addiction to nicotine can lead to respiratory disease, cardiac disease, and negative birth outcomes.³ Nearly 9 out of 10 adult daily smokers smoked their first cigarette by the age of 18.⁴ and more than 90 percent do so before the end of their teen years.⁵ In addition, nicotine harms youth brain development. Namely, e-cigarette products containing nicotine are unsafe and can potentially cause permanent changes to the adolescent brain and lungs.⁶

We propose the following five (5) recommendations to the current tobacco regulations:

1. Ban new retailers within 500 feet of a school. A Tobacco Product Sales Permit should not be issued to a new applicant for a retail location within 500 feet of a school as measured by a straight line from the nearest point of the property line of the school to the nearest point of the property line of the site of the applicant's business premises. A school would be a public or private elementary or secondary school in Needham. Research shows that reducing access and availability of tobacco can reduce youth use rates.⁷

In a similar vein, potential new tobacco vendors should be prohibited from obtaining a permit if they are located within 500 feet of each other. This reduces density, spaces out retailers from being so close to one another, and eliminates the option for price wars.⁷

2. Regarding e-cigarette and vaping regulations, we recommend incorporating the Massachusetts AG Regulation 940 CMR 21.00 which states, "The sale or distribution of tobacco products, as defined herein, must comply with those provisions found at 940 CMR 21.00 ("Sale and Distribution of Cigarettes, Smokeless Tobacco Products, and Electronic Smoking Devices in Massachusetts").

3. In order to tighten enforcement for penalties a flat \$300 is recommended when the tobacco vendor is in violation of selling to a minor. This is the highest dollar amount that can be charged under Non-Criminal Disposition. Compliance checks have been consistently done quarterly for the 12 tobacco vendors in town and, when illegally sold tobacco to minors, were brought before the Board of Health and had their permits suspended and were issued a fine.

4. Tighten enforcement by increasing the tolling period. That is, increase from 24 to 36 months the period of performance in which a violation of the regulation is considered current on a permit

holder's "record." We propose the following updated suspension schedule across a 36 month period of performance:

Violation	Permit Suspension	Fine
First Violation	1 Week Suspension	\$300 fine (Non-Criminal Disposition)
Second Violation	2 Week Suspension	\$300 fine (Non-Criminal Disposition)
Third Violation	1 Month Suspension	\$300 fine (Non-Criminal Disposition)
Fourth Violation	3 Month Suspension	\$300 fine (Non-Criminal Disposition)
Fifth Violation	6 Month Suspension	\$300 fine (Non-Criminal Disposition)
Sixth Violation	Indefinite Permit Suspension	\$300 fine (Non-Criminal Disposition)

5. Cartridge labeling (section 1.9.8 in current Needham regulations, below) requires that the nicotine content and the complete list of ingredients are to be added on the label of liquid e-cigarette cartridges. We propose requiring accurate nicotine content labeling with the following language:

1.9.8 No retailer, retail establishment, or other individual or entity shall sell or distribute or cause to be sold or distributed nicotine in a liquid or gel substance in Needham unless the liquid or gel product lists ~~the ingredients and~~ nicotine content, measured in milligrams per milliliter, of that liquid or gel product.

There is compelling evidence that warning labels on cigarettes and nicotine containing products will improve health and discourage smoking.^{8,9}

We would like to discuss the following three items with you at the next Board of Health meeting.

1. We had an existing owner come in and question our single cigar sale regulations so we propose updating the language regarding Section 1.9 "Cigarette Packaging and Cigar Sales."

1.9.1 The sale or distribution of tobacco products, as defined herein, in any form other than an original factory-wrapped package is prohibited, including the repackaging or dispensing of any tobacco product, as defined herein, for retail sale. No person may sell or cause to be sold or distribute or cause to be distributed, any cigarette package that contains fewer than twenty (20) cigarettes, including single cigarettes. ~~No person shall sell or distribute or cause to be sold or distributed a single cigar unless the single cigar has a retail price of two dollars and fifty cents (\$2.50) or more.~~

~~**1.9.3** No retailer, retail establishment, or other individual or entity shall sell or distribute or cause to be sold or distributed any original factory wrapped package of two or more cigars, unless such package is priced for retail sale at \$5.00 or more. This Section shall not apply to a person or entity engaged in the business of selling or distributing cigars for commercial purposes to another person or entity engaged in the business of selling or distributing cigars for commercial purposes with the intent to sell or distribute outside the boundaries of Needham~~

2. We have been advised that there is good public health reasoning to change the language in 1.9.8 to take out "...the ingredients and" so that we require accurate nicotine content labeling. It

may, however, cause a second “cease and desist” letter.

3. Regarding warning signs *near* e-cigarettes within the store, we propose the following, “E-cigarette solutions may or may not contain the following ingredients, some of which are found to be dangerous.” We cannot be too specific with the language, but if we stay sufficiently broad then this sign is permitted.

4. Regarding tobacco sales permits we currently maintain a waiting list with a cap of 12 permits. Our suggestion would be to give the Board discretion as whether to grant a returned permit or to refrain from granting a permit to the subsequent tobacco vendor. For example, if a tobacco vendor leaves the town, then the Board would retract the permit and, at its discretion, decide whether to issue that permit to a future applicant. Perhaps the decision would be to reduce the total number of permits allowed in the town altogether.

Sincerely,



Tara E. Gurge, R.S., C.E.H.T., M.S.
Assistant Public Health Director



Monica J. De Winter, MPH
Project Coordinator

¹ U.S. Department of Health and Human Services. The Health Consequences of Smoking—50 Years of Progress. A Report of the Surgeon General. Atlanta, GA: US Dept. of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health; 2014. <https://www.surgeongeneral.gov/library/reports/50-years-of-progress/>

² U.S. Department of Health and Human Services. Smoking and Cancer (Fact Sheet). Atlanta, GA: US Dept. of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health; 2014. https://www.cdc.gov/tobacco/data_statistics/fact_sheets/health_effects/effects_cig_smoking/index.htm

³ https://www.cdc.gov/tobacco/data_statistics/fact_sheets/health_effects/effects_cig_smoking/index.htm

⁴ https://www.cdc.gov/tobacco/data_statistics/fact_sheets/youth_data/tobacco_use/index.htm

⁵ SAMHSA, Calculated based on data in 2011 National Survey on Drug Use and Health.

⁶ King BA, Tynan MA, Dube SR, et al. 2013. “Flavored-Little-Cigar and Flavored-Cigarette Use Among U.S. Middle and High School Students.” *Journal of Adolescent Health*, [http://www.jahonline.org/article/S1054-139X\(13\)00415-1/fulltext](http://www.jahonline.org/article/S1054-139X(13)00415-1/fulltext)

⁷ McCarthy WJ, Mistry R, Lu Y, Patel M, Zheng H, Dietsch B. Density of tobacco retailers near schools: effects on tobacco use among students. *American Journal of Public Health*. 2009;99(11):2006-2013.

⁸ Noel T. Brewer, Marissa G. Hall, Seth M. Noar, Humberto Parada, Al Stein-Seroussi, Laura E. Bach, Sean Hanley, Kurt M. Ribisl. Effect of Pictorial Cigarette Pack Warnings on Changes in Smoking Behavior: A Randomized Clinical Trial. *JAMA Intern Med*. Published online June 6, 2016.

⁹ Carpenter CM, Wayne GF, Pauly JL, et al. 2005. “New Cigarette Brands with Flavors that Appeal to Youth: Tobacco Marketing Strategies.” *Health Affairs*. 24(6): 1601–1610; Lewis M and Wackowski O. 2006. “Dealing with an Innovative Industry: A Look at Flavored Cigarettes Promoted by Mainstream Brands.” *American Journal of Public Health*. 96(2): 244

Crosswalk of Needham Tobacco Regulations to State Model Regulations

Description	Location in State Model Regs	Location in old Needham Regs
Definition of tobacco products includes nicotine delivery products	Section C	Section 1.3
Include cessation sign requirement	Section D.2.b	-- (Not Included)
Include minimum cigar package size/price	Section F	Sections 1.9.3 and 1.9.4
No permit renewal if outstanding fines exist	Section E.5	Section 1.7.11
No permit renewal if X number of sales to buyers under MLSA	Section E.10	Section 1.12
Cap and/or reduce number of permits	Section E.11.A	Section 1.7.12
No sales within 500 feet of a school	Section E.11.C	-- (Not Included)
No new permits within 500 feet of existing permit	Section E.11.D	-- (Not Included)
Restrict flavored tobacco products	Section G	Section 1.6.10
Minimum legal sales age for tobacco products	Section D	Section 1.6.1
Ban blunt wraps	Section H	Section 1.6.9
Ban free distribution of tobacco products & redemption of coupons	Section I	Section 1.8
Ban out of package sales	Section J	Section 1.9.1
Ban self-service displays	Section K	Section 1.10
Ban vending machines	Section L	Section 1.11.1
Ban Non-Residential RYO machines	Section M	Section 1.11.2
Ban tobacco product sales in health care institutions	Section N	Section 1.6.7
Ban tobacco product sales in educational institutions	Section O	Section 1.6.8
Fining structure mirrors state law OR Flat Fine	Section S <i>Flat Fine</i>	Section 1.12 <i>State Tiered Structure</i>
Tolling periods for violations	Section S	Section 1.12
Suspension Period	Section S	Section 1.12
Shall” vs. “May” language for suspensions	Section S <i>Shall—all</i>	Section 1.12 <i>Shall--mostly</i>
Prohibition on smoking in public places and workplaces	-- (Not Included) Now Section Q	Section 1.4
Smoking Bars	-- (Not Included) Now Section R	Section 1.5
Require Employees to Do Training	-- (Not Included) Now Section E.3	Section 1.7.3
Require Employees to Sign Acknowledgment of Regulation	-- (Not Included) Now Section E.4	Section 1.7.8
No Sales by Employees under 21	-- (Not Included) Now Section D.5	Section 1.6.6

From: Timothy McDonald
Sent: Monday, March 13, 2017 5:34 PM
To: Timothy McDonald
Subject: Distances between Tobacco Retailers.xlsx

Board of Health:

There were a number of action items generated as a result of last week's Board of Health meeting. My staff and I will work to address a number of those issues in the weeks ahead. But thanks to Dawn and Ben Anderson (Town's GIS guy), we already have one action item to check off the list. Attached please find a chart detailing the distance between existing tobacco vendors. There are two pairs of locations that are located within 500 feet of one another. They are the 7-11 and the Needham Heights Auto Service and, in the downtown, the Tedeschi/7-11 and the Needham Service Center.

7-11	845 HIGHLAND AVE	Needham Heights Auto Service	875 HIGHLAND AVE	165
Tedeschi	168 GARDEN ST	Needham Service Center	1417 HIGHLAND AVE	347

Have a good evening.

Thanks,
TM

Timothy Muir McDonald
Director, Public Health Division
Health & Human Services Department
Town of Needham

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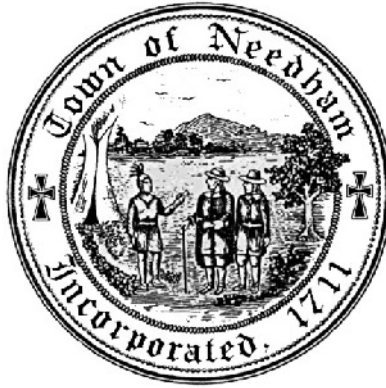
Needham, Substance Use Prevention, Tobacco Abuse, Health, Public Health

InputName	InputAddress	NearName	NearAddress	DISTANCE Feet
Speedway	207 HIGHLAND AVE	Roche Brothers	377 CHESTNUT ST	12,292
Speedway	207 HIGHLAND AVE	7-11	173 CHESTNUT ST	11,073
Speedway	207 HIGHLAND AVE	Fernandes Mini Mart	397 GREAT PLAIN AVE	10,529
Speedway	207 HIGHLAND AVE	Great Plain Ave Gas	1111 GREAT PLAIN AVE	10,218
Speedway	207 HIGHLAND AVE	Needham Center Fine Wines	1013 GREAT PLAIN AVE	9,934
Speedway	207 HIGHLAND AVE	Tedeschi	168 GARDEN ST	9,328
Speedway	207 HIGHLAND AVE	Needham Service Center	1417 HIGHLAND AVE	9,273
Speedway	207 HIGHLAND AVE	Sudbury Farms	1177 HIGHLAND AVE	7,758
Speedway	207 HIGHLAND AVE	Needham Heights Auto Service	875 HIGHLAND AVE	5,662
Speedway	207 HIGHLAND AVE	7-11	845 HIGHLAND AVE	5,573
Speedway	207 HIGHLAND AVE	Panella's Market & Deli	50 CENTRAL AVE	3,168
7-11	845 HIGHLAND AVE	Roche Brothers	377 CHESTNUT ST	7,552
7-11	845 HIGHLAND AVE	7-11	173 CHESTNUT ST	6,292
7-11	845 HIGHLAND AVE	Fernandes Mini Mart	397 GREAT PLAIN AVE	8,672
7-11	845 HIGHLAND AVE	Great Plain Ave Gas	1111 GREAT PLAIN AVE	5,146
7-11	845 HIGHLAND AVE	Needham Center Fine Wines	1013 GREAT PLAIN AVE	5,105
7-11	845 HIGHLAND AVE	Tedeschi	168 GARDEN ST	4,366
7-11	845 HIGHLAND AVE	Needham Service Center	1417 HIGHLAND AVE	4,455
7-11	845 HIGHLAND AVE	Sudbury Farms	1177 HIGHLAND AVE	2,821
7-11	845 HIGHLAND AVE	Needham Heights Auto Service	875 HIGHLAND AVE	165
7-11	845 HIGHLAND AVE	Speedway	207 HIGHLAND AVE	5,573
7-11	845 HIGHLAND AVE	Panella's Market & Deli	50 CENTRAL AVE	6,454
Needham Heights Auto Service	875 HIGHLAND AVE	Roche Brothers	377 CHESTNUT ST	7,394
Needham Heights Auto Service	875 HIGHLAND AVE	7-11	173 CHESTNUT ST	6,133
Needham Heights Auto Service	875 HIGHLAND AVE	Fernandes Mini Mart	397 GREAT PLAIN AVE	8,528
Needham Heights Auto Service	875 HIGHLAND AVE	Great Plain Ave Gas	1111 GREAT PLAIN AVE	4,994
Needham Heights Auto Service	875 HIGHLAND AVE	Needham Center Fine Wines	1013 GREAT PLAIN AVE	4,945
Needham Heights Auto Service	875 HIGHLAND AVE	Tedeschi	168 GARDEN ST	4,208
Needham Heights Auto Service	875 HIGHLAND AVE	Needham Service Center	1417 HIGHLAND AVE	4,294
Needham Heights Auto Service	875 HIGHLAND AVE	Sudbury Farms	1177 HIGHLAND AVE	2,658
Needham Heights Auto Service	875 HIGHLAND AVE	7-11	845 HIGHLAND AVE	165
Needham Heights Auto Service	875 HIGHLAND AVE	Speedway	207 HIGHLAND AVE	5,662
Needham Heights Auto Service	875 HIGHLAND AVE	Panella's Market & Deli	50 CENTRAL AVE	6,599
Sudbury Farms	1177 HIGHLAND AVE	Roche Brothers	377 CHESTNUT ST	4,757
Sudbury Farms	1177 HIGHLAND AVE	7-11	173 CHESTNUT ST	3,494
Sudbury Farms	1177 HIGHLAND AVE	Fernandes Mini Mart	397 GREAT PLAIN AVE	6,744
Sudbury Farms	1177 HIGHLAND AVE	Great Plain Ave Gas	1111 GREAT PLAIN AVE	2,468
Sudbury Farms	1177 HIGHLAND AVE	Needham Center Fine Wines	1013 GREAT PLAIN AVE	2,304
Sudbury Farms	1177 HIGHLAND AVE	Tedeschi	168 GARDEN ST	1,603
Sudbury Farms	1177 HIGHLAND AVE	Needham Service Center	1417 HIGHLAND AVE	1,642
Sudbury Farms	1177 HIGHLAND AVE	Needham Heights Auto Service	875 HIGHLAND AVE	2,658
Sudbury Farms	1177 HIGHLAND AVE	7-11	845 HIGHLAND AVE	2,821
Sudbury Farms	1177 HIGHLAND AVE	Speedway	207 HIGHLAND AVE	7,758
Sudbury Farms	1177 HIGHLAND AVE	Panella's Market & Deli	50 CENTRAL AVE	9,175
Tedeschi	168 GARDEN ST	Roche Brothers	377 CHESTNUT ST	3,187
Tedeschi	168 GARDEN ST	7-11	173 CHESTNUT ST	1,931
Tedeschi	168 GARDEN ST	Fernandes Mini Mart	397 GREAT PLAIN AVE	6,498
Tedeschi	168 GARDEN ST	Great Plain Ave Gas	1111 GREAT PLAIN AVE	902
Tedeschi	168 GARDEN ST	Needham Center Fine Wines	1013 GREAT PLAIN AVE	764
Tedeschi	168 GARDEN ST	Needham Service Center	1417 HIGHLAND AVE	347
Tedeschi	168 GARDEN ST	Sudbury Farms	1177 HIGHLAND AVE	1,603
Tedeschi	168 GARDEN ST	Needham Heights Auto Service	875 HIGHLAND AVE	4,208
Tedeschi	168 GARDEN ST	7-11	845 HIGHLAND AVE	4,366
Tedeschi	168 GARDEN ST	Speedway	207 HIGHLAND AVE	9,328
Tedeschi	168 GARDEN ST	Panella's Market & Deli	50 CENTRAL AVE	10,769
Needham Service Center	1417 HIGHLAND AVE	Roche Brothers	377 CHESTNUT ST	3,117
Needham Service Center	1417 HIGHLAND AVE	7-11	173 CHESTNUT ST	1,856
Needham Service Center	1417 HIGHLAND AVE	Fernandes Mini Mart	397 GREAT PLAIN AVE	6,152
Needham Service Center	1417 HIGHLAND AVE	Great Plain Ave Gas	1111 GREAT PLAIN AVE	1,073
Needham Service Center	1417 HIGHLAND AVE	Needham Center Fine Wines	1013 GREAT PLAIN AVE	671
Needham Service Center	1417 HIGHLAND AVE	Tedeschi	168 GARDEN ST	347
Needham Service Center	1417 HIGHLAND AVE	Sudbury Farms	1177 HIGHLAND AVE	1,642
Needham Service Center	1417 HIGHLAND AVE	Needham Heights Auto Service	875 HIGHLAND AVE	4,294
Needham Service Center	1417 HIGHLAND AVE	7-11	845 HIGHLAND AVE	4,455
Needham Service Center	1417 HIGHLAND AVE	Speedway	207 HIGHLAND AVE	9,273
Needham Service Center	1417 HIGHLAND AVE	Panella's Market & Deli	50 CENTRAL AVE	10,810
Needham Center Fine Wines	1013 GREAT PLAIN AVE	Roche Brothers	377 CHESTNUT ST	2,453
Needham Center Fine Wines	1013 GREAT PLAIN AVE	7-11	173 CHESTNUT ST	1,190
Needham Center Fine Wines	1013 GREAT PLAIN AVE	Fernandes Mini Mart	397 GREAT PLAIN AVE	6,150
Needham Center Fine Wines	1013 GREAT PLAIN AVE	Great Plain Ave Gas	1111 GREAT PLAIN AVE	702
Needham Center Fine Wines	1013 GREAT PLAIN AVE	Tedeschi	168 GARDEN ST	764
Needham Center Fine Wines	1013 GREAT PLAIN AVE	Needham Service Center	1417 HIGHLAND AVE	671

SAME AS ABOVE

SAME AS ABOVE

InputName	InputAddress	NearName	NearAddress	DISTANCE Feet
Needham Center Fine Wines	1013 GREAT PLAIN AVE	Sudbury Farms	1177 HIGHLAND AVE	2,304
Needham Center Fine Wines	1013 GREAT PLAIN AVE	Needham Heights Auto Service	875 HIGHLAND AVE	4,945
Needham Center Fine Wines	1013 GREAT PLAIN AVE	7-11	845 HIGHLAND AVE	5,105
Needham Center Fine Wines	1013 GREAT PLAIN AVE	Speedway	207 HIGHLAND AVE	9,934
Needham Center Fine Wines	1013 GREAT PLAIN AVE	Panella's Market & Deli	50 CENTRAL AVE	11,478
Great Plain Ave Gas	1111 GREAT PLAIN AVE	Roche Brothers	377 CHESTNUT ST	2,503
Great Plain Ave Gas	1111 GREAT PLAIN AVE	7-11	173 CHESTNUT ST	1,338
Great Plain Ave Gas	1111 GREAT PLAIN AVE	Fernandes Mini Mart	397 GREAT PLAIN AVE	6,843
Great Plain Ave Gas	1111 GREAT PLAIN AVE	Needham Center Fine Wines	1013 GREAT PLAIN AVE	702
Great Plain Ave Gas	1111 GREAT PLAIN AVE	Tedeschi	168 GARDEN ST	902
Great Plain Ave Gas	1111 GREAT PLAIN AVE	Needham Service Center	1417 HIGHLAND AVE	1,073
Great Plain Ave Gas	1111 GREAT PLAIN AVE	Sudbury Farms	1177 HIGHLAND AVE	2,468
Great Plain Ave Gas	1111 GREAT PLAIN AVE	Needham Heights Auto Service	875 HIGHLAND AVE	4,994
Great Plain Ave Gas	1111 GREAT PLAIN AVE	7-11	845 HIGHLAND AVE	5,146
Great Plain Ave Gas	1111 GREAT PLAIN AVE	Speedway	207 HIGHLAND AVE	10,218
Great Plain Ave Gas	1111 GREAT PLAIN AVE	Panella's Market & Deli	50 CENTRAL AVE	11,585
7-11	173 CHESTNUT ST	Roche Brothers	377 CHESTNUT ST	1,263
7-11	173 CHESTNUT ST	Fernandes Mini Mart	397 GREAT PLAIN AVE	6,146
7-11	173 CHESTNUT ST	Great Plain Ave Gas	1111 GREAT PLAIN AVE	1,338
7-11	173 CHESTNUT ST	Needham Center Fine Wines	1013 GREAT PLAIN AVE	1,190
7-11	173 CHESTNUT ST	Tedeschi	168 GARDEN ST	1,931
7-11	173 CHESTNUT ST	Needham Service Center	1417 HIGHLAND AVE	1,856
7-11	173 CHESTNUT ST	Sudbury Farms	1177 HIGHLAND AVE	3,494
7-11	173 CHESTNUT ST	Needham Heights Auto Service	875 HIGHLAND AVE	6,133
7-11	173 CHESTNUT ST	7-11	845 HIGHLAND AVE	6,292
7-11	173 CHESTNUT ST	Speedway	207 HIGHLAND AVE	11,073
7-11	173 CHESTNUT ST	Panella's Market & Deli	50 CENTRAL AVE	12,666
Roche Brothers	377 CHESTNUT ST	7-11	173 CHESTNUT ST	1,263
Roche Brothers	377 CHESTNUT ST	Fernandes Mini Mart	397 GREAT PLAIN AVE	6,390
Roche Brothers	377 CHESTNUT ST	Great Plain Ave Gas	1111 GREAT PLAIN AVE	2,503
Roche Brothers	377 CHESTNUT ST	Needham Center Fine Wines	1013 GREAT PLAIN AVE	2,453
Roche Brothers	377 CHESTNUT ST	Tedeschi	168 GARDEN ST	3,187
Roche Brothers	377 CHESTNUT ST	Needham Service Center	1417 HIGHLAND AVE	3,117
Roche Brothers	377 CHESTNUT ST	Sudbury Farms	1177 HIGHLAND AVE	4,757
Roche Brothers	377 CHESTNUT ST	Needham Heights Auto Service	875 HIGHLAND AVE	7,394
Roche Brothers	377 CHESTNUT ST	7-11	845 HIGHLAND AVE	7,552
Roche Brothers	377 CHESTNUT ST	Speedway	207 HIGHLAND AVE	12,292
Roche Brothers	377 CHESTNUT ST	Panella's Market & Deli	50 CENTRAL AVE	13,928
Fernandes Mini Mart	397 GREAT PLAIN AVE	Roche Brothers	377 CHESTNUT ST	6,390
Fernandes Mini Mart	397 GREAT PLAIN AVE	7-11	173 CHESTNUT ST	6,146
Fernandes Mini Mart	397 GREAT PLAIN AVE	Great Plain Ave Gas	1111 GREAT PLAIN AVE	6,843
Fernandes Mini Mart	397 GREAT PLAIN AVE	Needham Center Fine Wines	1013 GREAT PLAIN AVE	6,150
Fernandes Mini Mart	397 GREAT PLAIN AVE	Tedeschi	168 GARDEN ST	6,498
Fernandes Mini Mart	397 GREAT PLAIN AVE	Needham Service Center	1417 HIGHLAND AVE	6,152
Fernandes Mini Mart	397 GREAT PLAIN AVE	Sudbury Farms	1177 HIGHLAND AVE	6,744
Fernandes Mini Mart	397 GREAT PLAIN AVE	Needham Heights Auto Service	875 HIGHLAND AVE	8,528
Fernandes Mini Mart	397 GREAT PLAIN AVE	7-11	845 HIGHLAND AVE	8,672
Fernandes Mini Mart	397 GREAT PLAIN AVE	Speedway	207 HIGHLAND AVE	10,529
Fernandes Mini Mart	397 GREAT PLAIN AVE	Panella's Market & Deli	50 CENTRAL AVE	13,281
Panella's Market & Deli	50 CENTRAL AVE	Roche Brothers	377 CHESTNUT ST	13,928
Panella's Market & Deli	50 CENTRAL AVE	7-11	173 CHESTNUT ST	12,666
Panella's Market & Deli	50 CENTRAL AVE	Fernandes Mini Mart	397 GREAT PLAIN AVE	13,281
Panella's Market & Deli	50 CENTRAL AVE	Great Plain Ave Gas	1111 GREAT PLAIN AVE	11,585
Panella's Market & Deli	50 CENTRAL AVE	Needham Center Fine Wines	1013 GREAT PLAIN AVE	11,478
Panella's Market & Deli	50 CENTRAL AVE	Tedeschi	168 GARDEN ST	10,769
Panella's Market & Deli	50 CENTRAL AVE	Needham Service Center	1417 HIGHLAND AVE	10,810
Panella's Market & Deli	50 CENTRAL AVE	Sudbury Farms	1177 HIGHLAND AVE	9,175
Panella's Market & Deli	50 CENTRAL AVE	Needham Heights Auto Service	875 HIGHLAND AVE	6,599
Panella's Market & Deli	50 CENTRAL AVE	7-11	845 HIGHLAND AVE	6,454
Panella's Market & Deli	50 CENTRAL AVE	Speedway	207 HIGHLAND AVE	3,168



Board of Health

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Member

Jane Fogg, MD, MPH
Vice Chair

ARTICLE 1 Regulation Affecting Smoking and the Sale and Distribution of Tobacco Products in Needham

A. Statement of Purpose:

Whereas there exists conclusive evidence that tobacco smoking causes cancer, respiratory and cardiac diseases, negative birth outcomes, irritations to the eyes, nose and throat¹;

Whereas the U.S. Department of Health and Human Services has concluded that nicotine is as addictive as cocaine or heroin² and the Surgeon General found that nicotine exposure during adolescence, a critical window for brain development, may have lasting adverse consequences for brain development,³ and that it is addiction to nicotine that keeps youth smoking past adolescence.⁴

Whereas a Federal District Court found that Phillip Morris, RJ Reynolds and other leading cigarette manufacturers “spent billions of dollars every year on their marketing activities in order to encourage young people to try and then continue purchasing their cigarette products in order to provide the replacement smokers they need to survive” and that these companies were likely to continue targeting underage smokers⁵;

Whereas more than 80 percent of all adult smokers begin smoking before the age of 18, more than 90 percent do so before leaving their teens, and more than 3.5 million middle and high school students smoke;⁶

¹ Center for Disease Control and Prevention, (CDC) (2012), *Health Effects of Cigarette Smoking Fact Sheet*. Retrieved from: http://www.cdc.gov/tobacco/data_statistics/fact_sheets/health_effects/effects_cig_smoking/index.htm.

² CDC (2010), *How Tobacco Smoke Causes Disease: The Biology and Behavioral Basis for Smoking-Attributable Disease*. Retrieved from: http://www.cdc.gov/tobacco/data_statistics/sgr/2010/.

³ U.S. Department of Health and Human Services. 2014. *The Health Consequences of Smoking – 50 Years of Progress: A Report of the Surgeon General*. Atlanta: U.S. National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, p. 122. Retrieved from: <http://www.surgeongeneral.gov/library/reports/50-years-of-progress/full-report.pdf>.

⁴ *Id.* at Executive Summary p. 13. Retrieved from: <http://www.surgeongeneral.gov/library/reports/50-years-of-progress/exec-summary.pdf>

⁵ *United States v. Phillip Morris, Inc., RJ Reynolds Tobacco Co., et al.*, 449 F.Supp.2d 1 (D.D.C. 2006) at Par. 3301 and Pp. 1605-07.

⁶ SAMHSA, Calculated based on data in 2011 National Survey on Drug Use and Health and U. S. Department of Health and Human services (HHA).

Whereas 18.1 percent of current smokers aged <18 years reported that they *usually* directly purchased their cigarettes from stores (i.e. convenience store, supermarket, or discount store) or gas stations, and among 11th grade males this rate was nearly 30 percent ;⁷

Whereas the Institute of Medicine (IOM) concludes that raising the minimum age of legal access to tobacco products to 21 will likely reduce tobacco initiation, particularly among adolescents 15 – 17, which would improve health across the lifespan and save lives⁸.

Whereas the 2014 MetroWest Adolescent Health Survey (MHAWS) results show that 8% of Needham high school students used cigarettes on at least one day of the 30 days before the survey, compared with 5% of students in 2012. And whereas the 2014 MetroWest Adolescent Health Survey (MHAWS) results show that 19% of Needham high school students used cigarettes in their lifetime, compared with 17% of students in 2012.⁹

Whereas cigars and cigarillos, can be sold in a single “dose;” enjoy a relatively low tax as compared to cigarettes; are available in fruit, candy and alcohol flavors; and are popular among youth¹⁰;

Whereas research shows that increased cigar prices significantly decreased the probability of male adolescent cigar use and a 10% increase in cigar prices would reduce use by 3.4%¹¹;

Whereas 59% of high school smokers in Massachusetts have tried flavor cigarettes or flavored cigars and 25.6% of them are current flavored tobacco product users; 95.1 % of 12 – 17 year olds who smoked cigars reported smoking cigar brands that were flavored;¹²

Whereas the Surgeon General found that exposure to tobacco marketing in stores and price discounting increase youth smoking;¹³

Whereas the federal Family Smoking Prevention and Tobacco Control Act (FSPTCA), enacted in 2009, prohibited candy- and fruit-flavored cigarettes,¹⁴ largely because these flavored products were marketed to youth and young adults,¹⁵ and younger smokers were more likely to have tried these products than older smokers¹⁶, neither federal nor Massachusetts laws restrict sales of flavored non-cigarette tobacco products, such

⁷ CDC (2013) Youth Risk Behavior, Surveillance Summaries (MMWR 2014: 63 (No SS-04)). Retrieved from: www.cdc.gov.

⁸ IOM (Institute of Medicine) 2015. *Public Health Implications of Raising the Minimum Age of Legal Access to Tobacco Products*. Washington DC: The National Academies Press, 2015.

⁹ MetroWest Adolescent Health Survey: Needham High School Reports 2012 and 2014.

¹⁰ CDC (2009), *Youth Risk Behavior, Surveillance Summaries* (MMWR 2010: 59, 12, note 5). Retrieved from: <http://www.cdc.gov/mmwr/pdf/ss/ss5905.pdf>.

¹¹ Ringel, J., Wasserman, J., & Andreyeva, T. (2005) *Effects of Public Policy on Adolescents' Cigar Use: Evidence from the National Youth Tobacco Survey*. *American Journal of Public Health*, 95(6), 995-998, doi: 10.2105/AJPH.2003.030411 and cited in *Cigar, Cigarillo and Little Cigar Use among Canadian Youth: Are We Underestimating the Magnitude of this Problem?*, J. Prim. P. 2011, Aug: 32(3-4):161-70. Retrieved from: www.ncbi.nlm.nih.gov/pubmed/21809109.

¹² Massachusetts Department of Public Health, 2015 Massachusetts Youth Health Survey (MYHS); Delneve CD et al., *Tob Control*, March 2014: Preference for flavored cigar brands among youth, young adults and adults in the USA.

¹³ U.S. Department of Health and Human Services. 2012. *Preventing Tobacco Use Among Youth and Young Adults: A Report of the Surgeon General*. Atlanta: U.S. National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, p. 508-530, www.surgeongeneral.gov/library/reports/preventing-youth-tobacco-use/full-report.pdf.

¹⁴ 21 U.S.C. § 387g.

¹⁵ Carpenter CM, Wayne GF, Pauly JL, et al. 2005. “New Cigarette Brands with Flavors that Appeal to Youth: Tobacco Marketing Strategies.” *Health Affairs*. 24(6): 1601–1610; Lewis M and Wackowski O. 2006. “Dealing with an Innovative Industry: A Look at Flavored Cigarettes Promoted by Mainstream Brands.” *American Journal of Public Health*. 96(2): 244–251; Connolly GN. 2004. “Sweet and Spicy Flavours: New Brands for Minorities and Youth.” *Tobacco Control*. 13(3): 211–212; U.S. Department of Health and Human Services. 2012. *Preventing Tobacco Use Among Youth and Young Adults: A Report of the Surgeon General*. Atlanta: U.S. National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, p. 537, www.surgeongeneral.gov/library/reports/preventing-youth-tobacco-use/full-report.pdf.

¹⁶ U.S. Department of Health and Human Services. 2012. *Preventing Tobacco Use Among Youth and Young Adults: A Report of the Surgeon General*. Atlanta: U.S. National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, p. 539, www.surgeongeneral.gov/library/reports/preventing-youth-tobacco-use/full-report.pdf.

as cigars, cigarillos, smokeless tobacco, hookah tobacco, and electronic devices and the nicotine solutions used in these devices;

Whereas the U.S. Food and Drug Administration and the U.S. Surgeon General have stated that flavored tobacco products are considered to be “starter” products that help establish smoking habits that can lead to long-term addiction;¹⁷

Whereas the U.S. Surgeon General recognized in his 2014 report that a complementary strategy to assist in eradicating tobacco related death and disease is for local governments to ban categories of products from retail sale;¹⁸

Whereas the U.S. Centers for Disease Control and Prevention has reported that the current use of electronic cigarettes, a product sold in dozens of flavors that appeal to youth, among middle and high school students tripled from 2013 to 2014;¹⁹

Whereas 5.8% of Massachusetts youth currently use e-cigarettes and 15.9% have tried them²⁰ and in Needham 17% of Needham high school students currently use e-cigarettes and 29% of those students have tried e-cigarettes once in their lifetime, according to the 2014 MetroWest Adolescent Health Survey (MHAWS).²¹

Whereas the Massachusetts Department of Environmental Protection has classified liquid nicotine in any amount as an “acutely hazardous waste”;²²

Whereas in a lab analysis conducted by the FDA, electronic cigarette cartridges that were labeled as containing no nicotine actually had low levels of nicotine present in all cartridges tested, except for one²³;

Whereas according to the CDC’s youth risk behavior surveillance system, the percentage of high school students in Massachusetts who reported the use of cigars within the past 30 days is 10.8% in 2013;²⁴

Whereas data from the National Youth Tobacco Survey indicate that more than two-fifths of U.S. middle and high school smokers report using flavored little cigars or flavored cigarettes;²⁵

Whereas the sale of tobacco products is incompatible with the mission of health care institutions because these products are detrimental to the public health and their presence in health care institutions undermine efforts to educate patients on the safe and effective use of medication, including cessation medication;

Whereas educational institutions sell tobacco products to a younger population, who is particularly at risk for becoming smokers and such sale of tobacco products is incompatible with the mission of educational institutions that educate a younger population about social, environmental and health risks and harms;

¹⁷ Food and Drug Administration. 2011. *Fact Sheet: Flavored Tobacco Products*, www.fda.gov/downloads/TobaccoProducts/ProtectingKidsfromTobacco/FlavoredTobacco/UCM183214.pdf; U.S. Department of Health and Human Services. 2012. *Preventing Tobacco Use Among Youth and Young Adults: A Report of the Surgeon General*. Atlanta: U.S. National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, p. 539, www.surgeongeneral.gov/library/reports/preventing-youth-tobacco-use/full-report.pdf.

¹⁸ See fn. 3 at p. 85.

¹⁹ Centers for Disease Control & Prevention. 2015. “Tobacco Use Among Middle and High School Students — United States, 2011–2014,” *Morbidity and Mortality Weekly Report (MMWR)* 64(14): 381–385;

²⁰ Massachusetts Department of Public Health, 2015 Massachusetts Youth Health Survey (MYHS)

²¹ MetroWest Adolescent Health Survey: Needham High School Reports 2012 and 2014.

²² 310 CMR 30.136

²³ Food and Drug Administration, *Summary of Results: Laboratory Analysis of Electronic Cigarettes Conducted by FDA*, available at: <http://www.fda.gov/newsevents/publichealthfocus/ucm173146.htm>.

²⁴ See fn. 7.

²⁵ King BA, Tynan MA, Dube SR, et al. 2013. “Flavored-Little-Cigar and Flavored-Cigarette Use Among U.S. Middle and High School Students.” *Journal of Adolescent Health*. [Article in press], www.jahonline.org/article/S1054-139X%2813%2900415-1/abstract.

Whereas the Massachusetts Supreme Judicial Court has held that “. . . [t]he right to engage in business must yield to the paramount right of government to protect the public health by any rational means”²⁶.

Now, therefore it is the intention of the Needham Board of Health to regulate the sale of tobacco products.

B. Authority:

This regulation is promulgated pursuant to the authority granted to the Needham Board of Health by Massachusetts General Laws Chapter 111, Section 31 which states that "Boards of health may make reasonable health regulations".

C. Definitions:

For the purpose of this regulation, the following words shall have the following meanings:

Adult-only retail tobacco store: An establishment that is not required to possess a retail food permit whose primary purpose is to sell or offer for sale but not for resale, tobacco products and tobacco paraphernalia, in which the sale of other products is merely incidental, and in which the entry of persons under the minimum legal sales age is prohibited at all times, and maintains a valid permit for the retail sale of tobacco products as required to be issued by the Needham Board of Health.

Blunt Wrap: Any tobacco product manufactured or packaged as a wrap or as a hollow tube made wholly or in part from tobacco that is designed or intended to be filled by the consumer with loose tobacco or other fillers regardless of any content.

Business Agent: An individual who has been designated by the owner or operator of any establishment to be the manager or otherwise in charge of said establishment.

Characterizing flavor: A distinguishable taste or aroma, other than the taste or aroma of tobacco, menthol, mint or wintergreen, imparted or detectable either prior to or during consumption of a tobacco product or component part thereof, including, but not limited to, tastes or aromas relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb or spice; provided, however, that no tobacco product shall be determined to have a characterizing flavor solely because of the provision of ingredient information or the use of additives or flavorings that do not contribute to the distinguishable taste or aroma of the product.

Cigar: Any roll of tobacco that is wrapped in leaf tobacco or in any substance containing tobacco with or without a tip or mouthpiece not otherwise defined as a cigarette under Massachusetts General Law, Chapter 64C, Section 1, Paragraph 1.

Component part: Any element of a tobacco product, including, but not limited to, the tobacco, filter and paper, but not including any constituent.

Constituent: Any ingredient, substance, chemical or compound, other than tobacco, water or reconstituted tobacco sheet, that is added by the manufacturer to a tobacco product during the processing, manufacturing or packaging of the tobacco product. Such term shall include a smoke constituent.

²⁶ Druzik et al v. Board of Health of Haverhill, 324 Mass.129 (1949).

Coupon: Any card, paper, note, form, statement, ticket or other issue distributed for commercial or promotional purposes to be later surrendered by the bearer so as to receive an article, service or accommodation without charge or at a discount price.

Distinguishable: Perceivable by either the sense of smell or taste.

Educational Institution: Any public or private college, school, professional school, scientific or technical institution, university or other institution furnishing a program of higher education.

Employee: Any individual who performs services for an employer.

Employer: Any individual, partnership, association, corporation, trust or other organized group of individuals that uses the services of one (1) or more employees.

Flavored tobacco product: Any tobacco product or component part thereof that contains a constituent that has or produces a characterizing flavor. A public statement, claim or indicia made or disseminated by the manufacturer of a tobacco product, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such tobacco product, that such tobacco product has or produces a characterizing flavor shall constitute presumptive evidence that the tobacco product is a flavored tobacco product.

Health Care Institution: An individual, partnership, association, corporation or trust or any person or group of persons that provides health care services and employs health care providers licensed, or subject to licensing, by the Massachusetts Department of Public Health under M.G.L. c. 112 or a retail establishment that provides pharmaceutical goods and services and is subject to the provisions of 247 CMR 6.00. Health care institutions include, but are not limited to, hospitals, clinics, health centers, pharmacies, drug stores, doctor offices, optician/optometrist offices and dentist offices.

Liquid Nicotine Container: A bottle or other vessel which contains nicotine in liquid or gel form, whether or not combined with another substance or substances, for use in a tobacco product, as defined herein. The term does not include a container containing nicotine in a cartridge that is sold, marketed, or intended for use in a tobacco product, as defined herein, if the cartridge is prefilled and sealed by the manufacturer and not intended to be open by the consumer or retailer.

Listed or non-discounted price: The higher of the price listed for a tobacco product on its package or the price listed on any related shelving, posting, advertising or display at the place where the tobacco product is sold or offered for sale plus all applicable taxes if such taxes are not included in the state price, and before the application of any discounts or coupons.

Minimum Legal Sales Age (MLSA): The age an individual must be before that individual can be sold a tobacco product in the municipality.

Non-Residential Roll-Your-Own (RYO) Machine: A mechanical device made available for use (including to an individual who produces cigars, cigarettes, smokeless tobacco, pipe tobacco, or roll-your-own tobacco solely for the individual's own personal consumption or use) that is capable of making cigarettes, cigars or other

tobacco products. RYO machines located in private homes used for solely personal consumption are not Non-Residential RYO machines.

Permit Holder: Any person engaged in the sale or distribution of tobacco products who applies for and receives a tobacco product sales permit or any person who is required to apply for a Tobacco Product Sales Permit pursuant to these regulations, or his or her business agent.

Person: Any individual, firm, partnership, association, corporation, company or organization of any kind, including but not limited to, an owner, operator, manager, proprietor or person in charge of any establishment, business or retail store.

Self-Service Display: Any display from which customers may select a tobacco product, as defined herein, without assistance from an employee or store personnel.

Schools: Public or private elementary or secondary schools.

Smoke Constituent: Any chemical or chemical compound in mainstream or sidestream tobacco smoke that either transfers from any component of the tobacco product to the smoke or that is formed by the combustion or heating of tobacco, additives or other component of the tobacco product.

Smoking Bar: An establishment that primarily is engaged in the retail sale of tobacco products for consumption by customers on the premises and is required by Mass. General Law Ch. 270, §22 to maintain a valid permit to operate a smoking bar issued by the Massachusetts Department of Revenue. "Smoking bar" shall include, but not be limited to, those establishments that are commonly known as "cigar bars" and "hookah bars".

Tobacco Product: Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to: cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; or electronic cigarettes, electronic cigars, electronic pipes, electronic hookah, liquid nicotine, "e-liquids" or other similar products, regardless of nicotine content, that rely on vaporization or aerosolization. "Tobacco product" includes any component or part of a tobacco product. "Tobacco product" also includes all nicotine delivery products. "Tobacco product" does not include any product that has been approved by the United States Food and Drug Administration either as a tobacco use cessation product or for other medical purposes and which is being marketed and sold or prescribed solely for the approved purpose.

Vending Machine: Any automated or mechanical self-service device, which upon insertion of money, tokens or any other form of payment, dispenses or makes cigarettes or any other tobacco products, as defined herein.

D. Tobacco Sales to Persons Under the Minimum Legal Sales Age Prohibited:

1. No person shall sell tobacco products or permit tobacco products, as defined herein, to be sold to a person under the minimum legal sales age; or not being the individual's parent or legal guardian, give tobacco products, as defined herein, to a person under the minimum legal sales age. The minimum legal sales age in Needham is 21 years.

2. Required Signage:

- a. In conformance with and in addition to Massachusetts General Law, Chapter 270, Section 7, a copy of Massachusetts General Laws, Chapter 270, Section 6, shall be posted conspicuously by the owner or other person in charge thereof in the shop or other place used to sell tobacco products at retail. The notice shall be provided by the Massachusetts Department of Public Health and made available from the Needham Board of Health. The notice shall be at least 48 square inches and shall be posted conspicuously by the permit holder in the retail establishment or other place in such a manner so that it may be readily seen by a person standing at or approaching the cash register. The notice shall directly face the purchaser and shall not be obstructed from view or placed at a height of less than 4 feet or greater than 9 feet from the floor. The owner or other person in charge of a shop or other place used to sell tobacco products at retail shall conspicuously post any additional signs required by the Massachusetts Department of Public Health. The owner or other person in charge of a shop or other place used to sell hand rolled cigars must display a warning about cigar consumption in a sign at least 50 square inches pursuant to 940 CMR 22.06 (2) (e).
- b. The owner or other person in charge of a shop or other place used to sell tobacco products, as defined herein, at retail shall conspicuously post signage provided by the Needham Board of Health that discloses current referral information about smoking cessation.
- c. The owner or other person in charge of a shop or other place used to sell tobacco products that rely on vaporization or aerosolization, as defined herein as "tobacco products", at retail shall conspicuously post a sign stating that "The sale of tobacco products, including e-cigarettes, to someone under the minimum legal sales age of 21 years is prohibited." The notice shall be no smaller than 8.5 inches by 11 inches and shall be posted conspicuously in the retail establishment or other place in such a manner so that it may be readily seen by a person standing at or approaching the cash register. The notice shall directly face the purchaser and shall not be obstructed from view or placed at a height of less than four (4) feet or greater than nine (9) feet from the floor.

3. Identification: Each person selling or distributing tobacco products, as defined herein, shall verify the age of the purchaser by means of a valid government-issued photographic identification containing the bearer's date of birth that the purchaser is 21 years old or older. Verification is required for any person under the age of 27.

4. All retail sales of tobacco products, as defined herein, must be face-to-face between the seller and the buyer and occur at the permitted location.

5. No person or entity selling tobacco products shall allow anyone under twenty one (21) years of age to sell tobacco products.

E. Tobacco Product Sales Permit:

1. No person shall sell or otherwise distribute tobacco products, as defined herein, within the town of Needham without first obtaining a Tobacco Product Sales Permit issued annually by the Needham Board of Health. Only owners of establishments with a permanent, non-mobile location in Needham are eligible to apply for a permit and sell tobacco products, as defined herein, at the specified location in Needham.

2. As part of the Tobacco Product Sales Permit application process, the applicant will be provided with the Needham regulation. Each applicant is required to sign a statement declaring that the applicant has read said regulation and that the applicant is responsible for instructing any and all employees who will be responsible for tobacco product sales regarding federal, state and local laws regarding the sale of tobacco and this regulation.
3. As a condition for obtaining and/or renewing a Tobacco Sales Permit, the Needham Board of Health may require tobacco retailers and any employee involved in the act of sale of tobacco products to participate in training programs provided by or approved by the Board regarding compliance with the laws and regulations prohibiting the sale of tobacco products to minors and to individuals under the age of 21.
4. No Tobacco Sales Permit holder shall allow any employee to sell cigarettes or other tobacco products until such employee reads this regulation and state laws regarding the sale of tobacco products and signs a statement, a copy of which will be placed on file in the office of the employer, that the employee has read and understands the regulation and applicable state laws.
5. Each applicant who sells tobacco products is required to provide proof of a current Tobacco Retailer License issued by the Massachusetts Department of Revenue, when required by state law, before a Tobacco Product Sales Permit can be issued.
6. A separate permit, displayed conspicuously, is required for each retail establishment selling tobacco products, as defined herein. The fee for which shall be determined by the Needham Board of Health annually.
7. A Tobacco Product Sales Permit is non-transferable. A new owner of an establishment that wishes to sell tobacco products, as defined herein, must apply for a new permit Tobacco Product Sales Permit and **one may only be issued at the Needham Board of Health's discretion. At the very least,** no new permit will be issued unless and until all outstanding penalties incurred by the previous permit holder are satisfied in full.
8. Issuance of a Tobacco Product Sales Permit shall be conditioned on an applicant's consent to unannounced, periodic inspections of his/her retail establishment to ensure compliance with this regulation.
9. A Tobacco Product Sales Permit will not be renewed if the permit holder has failed to pay all fines issued and the time period to appeal the fines has expired and/or the permit holder has not satisfied any outstanding permit suspensions.
10. A Tobacco Product Sales Permit will not be renewed if the permit holder has sold a tobacco product to a person under the MLSA (§D.1) six times within the 36 month period of performance (which begins on the effective date of this regulation's amendment, July 1, 2017) and the time period to appeal has expired. The violator may request a hearing in accordance with subsection 4 of the Violations section.
11. Maximum Number of Tobacco Product Sales Permits.
 - a. At any given time, there shall be no more than twelve (12) Tobacco Product Sales Permits issued in Needham (reduced by the number of permits not renewed pursuant to subsection (b) below). No permit renewal will be denied based on the requirements of this subsection except any permit holder who has failed to renew his or her permit within thirty (30) days of expiration will be treated as a first-time permit applicant. New applicants for permits who are applying at a time when the maximum number of permits have been issued will be placed on a waiting list and **may** be eligible to apply for a permit on a

“first-come, first-served” basis as issued permits are either not renewed, revoked, or are returned to the Board of Health.

- b. As of **July 1, 2017**, any permit not renewed because a retailer no longer sells tobacco products, as defined herein, or because a retailer closes the retail business, or because the ownership of the establishment with the Tobacco Product Sales Permit changes ownership, shall be returned to the Needham Board of Health and **may**, at the Board’s discretion, be permanently retired by the Board of Health and the total allowable number of Tobacco Product Sales Permits under paragraph 11(a) shall be reduced by the number of the retired permits.
- c. A Tobacco Product Sales Permit shall not be issued to any new applicant for a retail location within 500 feet of a public or private elementary or secondary school as measured by a straight line from the nearest point of the property line of the school to the nearest point of the property line of the site of the applicant’s business premises.
- d. **A Tobacco Product Sales Permit shall not be issued to any new applicant for a retail location within 500 feet of an existing Tobacco Product Sales Permit holder as measured by a straight line from the nearest point of the proposed permit holder’s property line to the nearest point of the property line of the site of the applicant’s business premises.**
- e. Applicants who purchase an existing business that holds a valid Tobacco Product Sales Permit at the time of the sale of said business must apply within sixty (60) days of such sale for the permit held by the Seller if the Buyer intends to sell tobacco products, as defined herein, and permit issuance shall be subject to the conditions of this Section.

F. Cigar Sales Regulated:

- 1. No person shall sell or distribute or cause to be sold or distributed a single cigar.
- 2. No person shall sell or distribute or cause to be sold or distributed any original factory-wrapped package of two or more cigars, unless such package is priced for retail sale at \$5.00 or more.
- 3. This Section shall not apply to:
 - a. The sale or distribution of any single cigar having a retail price of two dollars and fifty cents (\$2.50) or more.
 - b. A person or entity engaged in the business of selling or distributing cigars for commercial purposes to another person or entity engaged in the business of selling or distributing cigars for commercial purposes with the intent to sell or distribute outside the boundaries of Needham.
- 4. The Needham Board of Health shall adjust, from time to time, the amounts specified in this Section to reflect changes in the applicable Consumer Price Index by amendment of this regulation.

G. Sale of Flavored Tobacco Products Prohibited:

No person shall sell or distribute or cause to be sold or distributed any flavored tobacco product, except in smoking bars and adult-only retail tobacco stores.

H. Prohibition of the Sale of Blunt Wraps:

No person or entity shall sell or distribute blunt wraps in Needham.

I. Free Distribution and Coupon Redemption: No person shall:

1. Distribute or cause to be distributed, any free samples of tobacco products, as defined herein;
2. Accept or redeem, offer to accept or redeem, or cause or hire any person to accept or redeem or offer to accept or redeem any coupon that provides any tobacco product, as defined herein, without charge or for less than the listed or non-discounted price; or
3. Sell a tobacco product, as defined herein, to consumers through any multi-pack discounts (e.g., "buy-two-get-one-free") or otherwise provide or distribute to consumers any tobacco product, as defined herein, without charge or for less than the listed or non-discounted price in exchange for the purchase of any other tobacco product.
4. Sections 2 and 3 shall not apply to products, such as cigarettes, for which there is a state law prohibiting them from being sold as loss leaders and for which a minimum retail price is required by state law.

J. Out-of-Package Sales:

1. The sale or distribution of tobacco products, as defined herein, in any form other than an original factory-wrapped package is prohibited, including the repackaging or dispensing of any tobacco product, as defined herein, for retail sale. No person may sell or cause to be sold or distribute or cause to be distributed any cigarette package that contains fewer than twenty (20) cigarettes, including single cigarettes.
2. A retailer of Liquid Nicotine Containers must comply with the provisions of 310 CMR 30.000, and must provide the Needham Board of Health with a written plan for disposal of said product, including disposal plans for any breakage, spillage or expiration of the product.
3. All retailers must comply with 940 CMR 21.05 which reads: "It shall be an unfair or deceptive act or practice for any person to sell or distribute nicotine in a liquid or gel substance in Massachusetts after March 15, 2016 unless the liquid or gel product is contained in a child-resistant package that, at a minimum, meets the standard for special packaging as set forth in 15 U.S. C. §§1471 through 1476 and 16 CFR §1700 et. Seq."

K. Self-Service Displays:

All self-service displays of tobacco products, as defined herein, are prohibited. All humidors including, but not limited to, walk-in humidors must be locked.

L. Vending Machines:

All vending machines containing tobacco products, as defined herein, are prohibited.

M. Non-Residential Roll-Your-Own Machines:

All Non-Residential Roll-Your-Own machines are prohibited.

N. Prohibition of the Sale of Tobacco Products by Health Care Institutions:

No health care institution located in Needham shall sell or cause to be sold tobacco products, as defined herein. No retail establishment that operates or has a health care institution within it, such as a pharmacy, optician/optometrist or drug store, shall sell or cause to be sold tobacco products, as defined herein.

O. Prohibition of the Sale of Tobacco Products by Educational Institutions:

No educational institution located in Needham shall sell or cause to be sold tobacco products, as defined herein. This includes all educational institutions as well as any retail establishments that operate on the property of an educational institution.

P. Incorporation of Attorney General Regulation 940 CMR 21.00:

The sale or distribution of tobacco products, as defined herein, must comply with those provisions found at 940 CMR 21.00 ("Sale and Distribution of Cigarettes, Smokeless Tobacco Products, and Electronic Smoking Devices in Massachusetts").

Q. PROHIBITION ON SMOKING IN PUBLIC PLACES AND WORKPLACES:

No person shall smoke or use an e-cigarette nor shall any person having control of the premises upon which smoking is prohibited by this regulation or by M.G.L. c. 270, §22, or the business agent or designee of such person, permit a person to smoke or use an e-cigarette in any of the following places as defined herein: restaurants and all outdoor areas of restaurants, bars, taverns, and any other outdoor place where food and/or beverages, and/or non-alcoholic beverages are sold, served, or otherwise consumed or carried, health care facilities, municipal buildings, municipal vehicles, public places, public transportation, retail stores, town-owned parks and playgrounds, town-owned athletic fields, town-owned property, conservation land, nursing homes, hotels, motels, inns, bed and breakfast, lodging homes, any establishment that is required to possess a valid Tobacco Sales Permit from the Needham Board of Health (including, but not limited to, smoke shops, tobacconists, retail tobacco stores) and workplaces except as otherwise provided in § Q.2 of this regulation. It shall be the responsibility of the employer to provide a smoke-free environment for all employees working in an enclosed workplace as well as those workplaces listed. Additionally, no person shall smoke in any place in which a sign conforming to the requirements of Section Q.1 of this regulation is posted. No person shall remove a sign posted under the authority § Q.1 of this regulation.

1. Every person having control of premises upon which smoking is prohibited by and under the authority of this regulation shall conspicuously display upon the premises "No Smoking" signs provided by the Massachusetts Department of Public Health and available from the Needham Board of Health or the international "No

Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a circle with a bar across it) and comparable in size to the sign provided by the Massachusetts Department of Public Health and available from the Needham Board of Health.

2. Notwithstanding any other provision of these regulations, smoking may be permitted in the following places and/or under the following circumstances consistent with all applicable state laws:

- a. Private residences except those portions used as a public place, food service establishment, child care, adult care, or health care office during the hours when operating as such.
- b. Hotel, motel, inn and bed and breakfast rooms rented to guests at smoke free (100%) at all times. A room so designated shall have signs posted indicating that no smoking is allowed.
- c. Private clubs if all employees are members. When a private club is open to the general public, that portion of said establishment open to the general public must be smokefree, separately enclosed and shall have self-closing doors. Premises occupied by a membership association, if the premises is owned, or under a written lease for a term of not less than 90 consecutive days, by an association during the time of the permitted activity if the premises are not located in a public building. Smoking may be permitted in a distinct part of the premises of a membership association, provided that this part (a) is physically separated from any area open to the public or occupied by a non-member who is not a guest. The separation shall be sufficient to prevent any migration of smoke into the public areas. Any doors separating the areas shall be self-closing; (b) is occupied solely by those persons specified in 105 CMR 661.100(b). The membership association shall adopt and effectively implement a policy that ensures only such persons are permitted to enter the part of the premises where smoking is permitted; and (c) there are no signs inviting or encouraging the public or non-members who are not guests to enter. No smoking shall be permitted in an enclosed indoor space of a membership association during the time the space is:

- 1) open to the public. A membership association shall be regarded as open to the public when it has signs or advertising inviting or encouraging non-members to the premises or takes other action that may reasonably be regarded as inviting or allowing non-members to enter the premises.; or
- 2) occupied by a non-member who is not an invited guest of a member or an employee of the association. A non-member shall be regarded as a guest if entering the premises (a) accompanied by a member, provided the member remains on the premises while the guest is present, and (b) signing a guest register that clearly specifies the name and address of the guest and the inviting member;
- 3) rented from the association for a fee or other agreement that compensates the association for the use of such space; OR
- 4) occupied by a contract employee, temporary employee or independent contractor.
- 5) Smoking may be permitted in an enclosed indoor space of a membership association at all times, if the space is restricted by the association to admittance only of its members, the invited guest of a member, and the employees of the membership association. A person shall not be regarded as a member if entering the premises under terms of a membership that differ in duration, cost or privileges from the terms of a full membership in the association. A person who is a contract employee, temporary employee, or independent contractor shall be considered an employee of a membership association under this subsection. A person who is a member of an affiliated chapter or

branch of a membership association that is fraternal in nature operating under the lodge system, and is visiting the affiliated association, shall be an invited guest for the purpose of this association.

Nothing shall prohibit an establishment from being completely smokefree.

R. Smoking Bars:

Smoking bars are prohibited in the Town of Needham.

S. Violations:

1. It shall be the responsibility of the establishment, permit holder and/or his or her business agent to ensure compliance with all sections of this regulation. The violator shall receive:

- a. In the case of a first violation **on or after July 1, 2017**, a fine of three hundred dollars (\$300.00) and the Tobacco Product Sales Permit shall be suspended for seven (7) consecutive business days.
- b. In the case of a second violation within 36 months of the date of the first violation, a fine of three hundred dollars (\$300.00) and the Tobacco Product Sales Permit shall be suspended for fourteen (14) consecutive business days.
- c. In the case of a third violation within 36 months of the date of the first violation, a fine of three hundred dollars (\$300.00) and the Tobacco Product Sales Permit shall be suspended for thirty (30) consecutive business days.
- d. In the case of a fourth violation within 36 months of the date of the first violation, a fine of three hundred dollars (\$300.00) and the Tobacco Product Sales Permit shall be suspended for ninety (90) consecutive business days.
- e. In the case of fifth violation within a 36 month period, a fine of three hundred dollars (\$300.00) and the Tobacco Product Sales Permit shall be suspended for one hundred eighty (180) consecutive business days.
- f. In the case of a sixth violation or repeated, egregious violations of this regulation within a 36 month period, the Board of Health shall hold a hearing in accordance with subsection 4 of this section and shall permanently revoke a Tobacco Product Sales Permit.

2. Refusal to cooperate with inspections pursuant to this regulation shall result in the suspension of the Tobacco Product Sales Permit for thirty (30) consecutive business days.

3. In addition to the monetary fines set above, any permit holder who engages in the sale or distribution of tobacco products while his or her permit is suspended shall be subject to the suspension of all Board of Health issued permits for thirty (30) consecutive business days.

4. The Needham Board of Health shall provide notice of the intent to suspend or revoke a Tobacco Product Sales Permit, which notice shall contain the reasons therefor and establish a time and date for a hearing which date shall be no earlier than seven (7) days after the date of said notice. The permit holder or its business agent shall have an opportunity to be heard at such hearing and shall be notified of the Board of Health's decision and the reasons therefor in writing. After a hearing, the Needham Board of Health shall suspend or revoke the Tobacco Product Sales Permit if the Board of Health finds that a violation of this regulation occurred. For

purposes of such suspensions or revocations, the Board shall make the determination notwithstanding any separate criminal or non-criminal proceedings brought in court hereunder or under the Massachusetts General Laws for the same offense. All tobacco products, as defined herein, shall be removed from the retail establishment upon suspension or revocation of the Tobacco Product Sales Permit. Failure to remove all tobacco products, as defined herein, shall constitute a separate violation of this regulation.

T. Non-Criminal Disposition:

Whoever violates any provision of this regulation may be penalized by the non-criminal method of disposition as provided in Massachusetts General Laws, Chapter 40, § 21D or by filing a criminal complaint at the appropriate venue.

U. **Separate Violations:** Each day any violation exists shall be deemed to be a separate offense.

V. Enforcement:

Enforcement of this regulation shall be by the Needham Board of Health, its Director of Health & Human Services, and its designated agents.

Any resident who desires to register a complaint pursuant to the regulation may do so by contacting the Needham Board of Health or its designated agent(s) and the Board shall investigate.

W. Severability:

If any provision of this regulation is declared invalid or unenforceable, the other provisions shall not be affected thereby but shall continue in full force and effect.

X. Effective Date:

Public meetings about this regulation occurred in December 2016, January 2017, February 2017, and March 2017. A public hearing occurred in April 2017. This regulation was approved by a [unanimous] vote of the Needham Board of Health on XYZ, 2017, and shall take effect on July 1, 2017. A notice and summary of the regulation was posted by the Needham Town Clerk, was posted on the Needham Public Health Division's website, and was published in a newspaper in circulation in the Town of Needham. Copies of this regulation have also been filed with the Needham Town Clerk and the Massachusetts Department of Environmental Protection.

The original Needham Board of Health smoking and tobacco regulation was enacted in September 1991. It has been amended extensively over the years, most notably in 2005 with the enactment of the Tobacco 21 policy, which was phased-in over a three year period. This regulation was amended again in 2009 with the implementation of a prohibition on the sale of tobacco products in pharmacies. A ban on flavored tobacco was incorporated in 2015.

Town Manager
Needham Town Hall
1471 Highland Avenue
Needham, Massachusetts 02492
Telephone 781-455-7500

Acknowledgement of Receipt

Release Date	Wednesday, March 22, 2017
Bid Title	Office Space Rental for Health and Human Services
Bid Number	17GEN182G
Number of Documents	The Bid Package consists of one (1) PDF document.
Pre-Bid Conference	None
Questions Due	4:00 p.m. Wednesday, April 19, 2017
Proposals Due	11:00 a.m. Tuesday, May 2, 2017 to Kate Fitzpatrick, Town Manager, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492
Please provide the requested information below as acknowledgment that you have received our bid package noted above. It is recommended that interested bidders complete this acknowledgment and return via Fax to the Town of Needham, Office of the Town Manager at (781) 453-2522 or by mail. Only by doing this, will the Town be able to provide notification of addenda* or answered questions relating to this Bid. Only those companies or individuals shown on the Distribution Register will be sent addenda to this Bid. By completing and returning this acknowledgement will ensure you are recorded on the Distribution Register. Proposals from companies or individuals not acknowledging the addenda may be <u>rejected</u> as not responsive .	
Name of Company or Individual (Print)	
Name / Title of Contact (Print)	
Address (line 1) (Print)	
Address (line 2) (Print)	
Telephone Number	
Fax Number	
E-mail Address (Print)	
Signature	
Date	
* Addenda will be posted to the website. Please check the website for addenda before submitting your bid to the Town. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Town.	

**Office Space Rental for Health and Human Services
17GEN182G**

Released: Wednesday, March 22, 2017



Deadline for Questions – 4:00 p.m. Wednesday, April 19, 2017

Proposals Due
11:00 a.m. Tuesday, May 2, 2017
Kate Fitzpatrick, Town Manager
Town Hall
1471 Highland Avenue
Needham, Massachusetts 02492

(Advertised in the Needham Times issue of Thursday, March 23, 2017)
(Advertised in Central Register Wednesday, March 22, 2017 & Wednesday, March 29, 2017)

Town of Needham
Request for Proposals
Office Space Rental for Health and Human Services
RFP 17GEN182G

The Town invites proposals for the rental of commercial office space within boundaries of the Town of Needham suitable to perform public services and accessible to the public for its Health and Human Services Department. The Town seeks approximately 2,500 square feet of space with a combination of office, meeting, storage, and technology space. All space must be ADA compliant and adhere to all Massachusetts building, electrical, and plumbing codes. Parking spaces on site or on an adjacent municipal lot is required. Information and details of the submission requirements will be available beginning Wednesday, March 22, 2017 at Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492 or on Town's web site <http://needhamma.gov/bids.aspx> and will be available until submission deadline. Sealed bids will be accepted at the Town Manager's Office, Town Hall – 1st Floor, 1471 Highland Avenue, Needham, MA 02492 until 11:00 a.m. Tuesday, May 2, 2017. Bids will be publicly opened and read aloud at Town Hall in the Board of Selectmen Chambers right after the submission deadline. LATE BIDS WILL NOT BE ACCEPTED.

The Town reserves the right to reject any and all proposals as determined to be in the best interests of the Town and to waive minor informalities.

Kate Fitzpatrick
Town Manager
March 23, 2017

Office Space Rental for Health and Human Services
17GEN182G
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Town of Needham Procurement in Brief		
Primary Procurement Contact	Tatiana Swanson, Finance and Procurement Coordinator Telephone: (781) 455-7500 X 280	
Manager	Kate Fitzpatrick, Town Manager	
Event	Date	Details
Request for Proposal Title		Office Space Rental for Health and Human Services
Contract Number		17GEN182G
Request for Proposal (RFP) Available	Wednesday, March 22, 2017	Information and details of bidding requirements may be obtained at Office of the Town Manager, Needham Town Hall, Highland Avenue, Needham, Massachusetts 02492, or on-line at the Town's web site http://www.needhamma.gov/bids.aspx
Deadline for Written Questions*	4:00 p.m. Wednesday, April 19, 2017	By Mail: Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492 By Fax: Fax By Email: pcentral@needhamma.gov Questions are to be clearly labeled as: Office Space Rental for Health and Human Services – Questions 17GEN182G
Addenda		If any changes are made to this bid, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having received the bid package.
When and Where Proposals are Due*	11:00 a.m. Tuesday, May 2, 2017 LATE SUBMISSIONS WILL NOT BE CONSIDERED	Kate Fitzpatrick, Town Manager Needham Town Hall 1471 Highland Avenue, Needham, Massachusetts 02492 The bid is to be clearly marked on the outside of the package: Office Space Rental for Health and Human Services 17GEN182G
Bid Opening	11:05 a.m. Tuesday, May 2, 2017	Town Hall Board of Selectmen Chambers 1471 Highland Avenue Needham, Massachusetts 02492
Bid Surety (bond) Requirements		None
Award**	TBD	Approval of Town Manager and Town Counsel is REQUIRED

Town of Needham Procurement in Brief		
Primary Procurement Contact		Tatiana Swanson, Finance and Procurement Coordinator Telephone: (781) 455-7500 X 280
Manager		Kate Fitzpatrick, Town Manager
Event	Date	Details
Upon Award of Contract		
Payment Bond		Will NOT be Required
Performance Bond		Will NOT be Required
Insurance		Refer to Lease Terms.
* Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. The time/date stamp machine located in the Town Manager's Office will govern for the date and time requirements mentioned in the table above and throughout this document. Please allow enough time for hand delivery or facsimile transmissions. ** The Bidder agrees that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the proposals (b) a Contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first. The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the Contract award date. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.		

PART 1 – REQUEST FOR PROPOSAL AND GENERAL REQUIREMENTS

1.01 QUESTIONS REGARDING THE REQUEST FOR PROPOSAL (RFP)

The Bidder shall be satisfied as to the requirements to enable intelligent preparation of your bid. The Bidder shall be familiar with all the Bid material requirements and documents before submitting the bid in order that no misunderstanding shall exist. Bidders shall promptly raise the issue of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents, specifications, services, work site or any other conditions which may apply. No allowance will be made for any claim that the bid is based on incomplete information.

Inquiries concerning any part of this Bid shall be directed to the individual(s) listed under the **Procurement in Brief**. Bidders should note that **oral communications are not binding on the Town and only written responses by the Town will be considered.** All requests/questions must be submitted in writing. Questions may be delivered by hand, fax or email as referenced under the **Procurement in Brief** by the deadline. Questions that may be asked during any pre-bid conference should also be sent in writing in order to receive an official response. Requests properly presented that in the opinion of the Town require interpretation, correction, or change in the Bid Documents will result in an issuance of an Addendum to the Bid Documents. Such Addendum shall subsequently become part of the Contract. The Town will forward responses to all persons who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Bidders, please allow enough time for hand delivery or facsimile transmissions.

1.02 INFORMATION ABOUT CHANGES TO THE RFP (ADDENDA)

In the event that changes/additions are made to this bid, an addendum will be issued to every person (entity) on record as receiving the bid package. Addenda will be emailed, if an email address was not provided, then it will be faxed. If a fax number was not provided, then the addenda will be mailed. **Addenda will also be posted to the website.** Please check back on the website for addendums before submitting your bid to the Town. Bidders may not be notified individually of Addendums.

1.03 BONDS, INSURANCE, AND INDEMNIFICATION

A **Payment Bond** will not be required.

A **Performance Bond** will not be required.

Insurance

Bidder awarded a Lease under this bid must provide proof of insurances in at least the minimum amounts required by this RFP and when requested shall name the Town of Needham as an additional insured for the amounts written.

The awarded Bidder shall deposit with the Town Certificates of Insurance for the coverage required, in form and substance satisfactory to the Town, and shall deliver to the Town new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the Town prior to cancellation of change in coverage, scope or amount of any such policy or policies. Compliance by the Bidder with the

insurance requirement, however, shall not relieve the Bidder from liability under the indemnity provisions.

Indemnification

The Bidder shall indemnify, defend, and save harmless the Town and all of the Town's officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the Town or any person, organization, corporation or association arising out of or resulting from any negligent act, omission, or negligence of the Bidder, its subcontractors, contractors and its and their agents or employees in the performance of the work covered the Lease and/or failure to comply with terms and conditions of the Contract, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Lease and to the extent such injuries or damages are not covered by the Town's insurance. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Bidder under the Contract.

1.04 BID MODIFICATIONS OR WITHDRAWALS

Bids may be corrected, modified, or withdrawn prior to the submission deadline; requests to do so must be received in writing to the Town Manager. After the submission deadline, bids may not be changed. Minor mistakes may be waived by the Town.

1.05 PREMATURE OPENING OF A BID

The Town will not be responsible for the premature opening of any bid not properly identified. The Town may reject bids which are incomplete, not properly endorsed, or signed, or which otherwise are contrary to these instructions.

1.06 UNEXPECTED CLOSURE OR DELAYS

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other the deadline will be postponed until **11:00 a.m.** on the next normal business day (Monday through Friday, excluding Holidays). Bids will be accepted at the same location until that date and time.

1.07 LATE SUBMISSIONS

The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems. **LATE BIDS WILL NOT BE CONSIDERED.**

1.08 REJECTION OF PROPOSALS

The bid must satisfy all the submission requirements in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the bid unless the Town determines that such failure constitutes a minor informality that can be corrected without prejudice to other Bidders. A bid may be rejected if the Bidder:

- Fails to adhere to one or more of the provisions established in the bid package;

- Fails to submit its bid by the time or in the format specified herein or to supply the minimum information requested herein;
- Fails to submit its bid to the required address on or before the specified submission deadline;
- Misrepresents its service or provides demonstrably false information in its bid, or fails to provide material information

1.09 PUBLIC RECORDS

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by a vendor in response to this Bid. Thus vendors who choose to submit confidential information do so at their own risk. All bids or other materials submitted by the vendor in response to this Bid will be open for inspection by any person and in accordance with Massachusetts General Laws, Chapter 66 (Public Records Law). Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded

All proposals, materials, drawings, plans, etc. shall become the property of the Town and may be considered under the Public Records Law public information.

1.10 CONFLICT OF INTEREST

By execution of a Lease with the Town of Needham, the Bidder acknowledges that the Town of Needham is a municipality for the purposes of Massachusetts General Laws, Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the Lease based on said statute.

1.11 OTHER NOTICES

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.

The Bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B).

The provisions relating to non-discrimination and affirmative action in employment shall flow through all documents and agreements that the successful Bidder may receive or award as a result of this RFP.

Any services provided by the Bidder shall be rendered through a professional services contract; the Bidder will not be considered an employee of the Town and will not receive any benefits of an employee.

The Bidder shall comply with Massachusetts General Laws, Chapter 66A if the Bidder becomes a "holder" of "personal data". The Bidder shall also protect the physical security and restrict any access to personal or other Town data in the Bidder's possession, or used by the Bidder in the performance of the Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

1.12 AWARD

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

The Lease will be awarded to the responsive and responsible Bidder providing the most advantageous proposal based on the space requirements, location, evaluation criteria, references, and price. Although price is a consideration, it will not be the sole determinant for awarding. **The Town will award only one contract.**

The Town Manager is the awarding authority for the Contract. Further the Lease will not be binding until it has been approved as to form by Town Counsel. Award, payment and performance obligations shall depend on the availability and appropriation of funds.

The Town reserves a period up to ninety (90) calendar days following the opening of the bids in which to evaluate and award.

Upon bidder selection, the Town of Needham will mail or email the Lease to be executed by the Bidder, who will return the required number of copies with the required insurances and bonds. The Town of Needham will then counter-sign the Contracts and will return one complete Lease to the Bidder.

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

End of Section 1

PART 2 – SPACE NEEDS AND SERVICES

2.01 OVERVIEW

The Town of Needham (Town) seeks approximately 2,500 square feet of space with a combination of office, meeting, storage, and technology space. The Town may consider a lease which has Health and Human Services occupying multiple floors in the same building. All space must be ADA compliant and adhere to all Massachusetts building, electrical, plumbing and health codes.

The office space must be completely accessible, and must include **either** a pair of restrooms (male and female) which are handicap-accessible **or** a pair of unisex handicap-accessible restrooms.

A ground floor location is strongly preferred. A non-ground floor location may only be considered if the building includes a passenger elevator and is completely handicap-accessible.

Utilities, including telephone and a high speed internet service provider such as Verizon or Comcast, must be present in the building. Functioning data and telephone access points within the office suite itself is preferable. If not, walls and ceilings must be accessible for build out of office technology infrastructure.

The office space must include heating and air conditioning, which shall be **either** regulated from a thermostat or control mechanism located within the office space **or else** maintained at a temperature no lower than 68 degrees Fahrenheit and no higher than 76 degrees Fahrenheit, depending on the season. The ventilation system by which heating and air conditioning is supplied to the office space must be in good working order and include air filters which are subject to a regular and routine maintenance program. Documentation of that maintenance plan and schedule shall be provided upon request.

The Town's preference is for an office space with no carpets or rugs, but if carpets or rugs exist, they must be cleaned regularly and properly maintained (documentation that the cleaning and maintenance was done shall be provided upon request). The building and all public and private spaces shall be in good working order and well-maintained. There will be no damaged ceiling tiles. Walls and woodwork shall be in good condition with no holes, shall be recently painted, and all windows and locking door hardware shall be in good working order. All light bulbs within the office space shall be replaced prior to occupancy.

All life safety components shall exist within the office space and must be in good working order with a recent notice of inspection.

The Town would prefer, but it is not required, that there be a working hand sink located within the office space.

The exterior of the building shall contain a sign or other permitted means of advertisement by which notice of the Town's location in the building may be made known.

The Town expects to occupy the office space on or about **July 3, 2017**. Following the execution of the lease, it is the landlord's responsibility to deliver the premises to the Town in conformance with the specifications included with the RFP. The Town will take occupancy of the leased premises only after any improvements are completed and the premises are deemed available for tenant's occupancy in accordance with the agreed upon terms. The Town will confirm the date of occupancy, which will be the commencement date of the

lease. If the building and/or office space requires rehabilitation, the Town will sign a letter of intent for the lease and then sign the full lease following the issuance of a certificate of occupancy for the space.

2.02 BUILDING AND PREMISES REQUIREMENTS

Square Footage: Approximately 2,500 square feet is requested. This shall include storage space, meeting space/conference room of at least 300 square feet, open office/workstation areas, and a minimum of one private office of not less than 130 square feet. The square footage requirement is exclusive of bathrooms and common areas. If bathrooms are located within the office suite (as opposed to common bathrooms shared with all office tenants), they do not count towards achieving the required square footage. Proposal must offer the amount of space in net usable square feet. The Town reserves the right to accept proposals for an amount of space that varies from this amount, provided that it meets the Town's space needs.

Hours of Operation: Hours of Operation are from 7:30 a.m. to 5:30 p.m. Monday through Friday except state holidays.

Parking: There must be a sufficient number of public parking spaces to meet the estimated demand stated in the RFP. If public parking is insufficient to meet the estimated demand during the Hours of Operation, the Bidder must indicate in the proposal how the estimated demand for parking will be met. The Town requires a minimum of two (2) handicap accessible and three (3) dedicated general parking spaces on the premises, combined with a permitted municipal parking lot within 1,100 feet walking distance. The Town requires a minimum of two (2) handicap accessible and twelve (12) dedicated general parking spaces on the premises if permitted municipal parking is not available within the required distance.

Public Transportation: Proximity (within 1,100 feet walking distance) to a commuter rail station is preferable, especially if the premises only meet the minimum parking requirements.

Building and Health Codes: The proposed building must comply with all applicable federal, state, and local code requirements, or the Town must be satisfied that it can and will be brought into substantial compliance by the desired occupancy date. If the proposal is accepted subject to the landlord meeting certain code requirements, the Town will not take occupancy of the space until all code deficiencies have been fully corrected, at the Landlord's sole cost and expense. Failure to be in compliance or to correct identified deficiencies to the satisfaction of the Town, shall be terms for cancelation of the lease without penalty.

Barrier-Free Access: The proposed Building and Premises must fully meet or exceed the requirements for Access for Persons with Disabilities.

Harmful Materials: All contaminants, dust, or gases must be removed or maintained at less than harmful levels, as required by law. The landlord is responsible for keeping on file all written certifications required by federal, state, or local officials. Harmful materials include asbestos and lead paint.

Neighborhood Characteristics: The characteristics of the surrounding neighborhood, including compatibility of adjacent uses with the Town's proposed use, the safety and

security for persons and property, and the availability of basic services and amenities during the Hours of Operation.

Life Safety: The building and leased premises must comply with local codes pertaining to life safety. Life safety hazards detected either before or during occupancy shall be corrected at the landlord's expense. The Town requires emergency lighting to be upgraded to comply with current code standards for new construction within the premises and along all paths of egress. All fire protection equipment and materials must be maintained in accordance with applicable codes and ordinances. This includes, but is not limited to, fire doors, fire walls, fire stops, fire extinguisher, fire escapes, exit route diagrams, exit signs, emergency lighting and alarm systems.

Utilities: Landlord must ensure the delivery of the following utility services to the Building and Premises: (1) water, sewer, gas, fuel, and electricity, (2) heating, ventilation, and air-conditioning (HVAC), (3) all common-area lighting, and (4) power for the Town's office equipment and lighting within the Premises. During the Hours of Operation, landlord must ensure that HVAC is available and properly operating and functioning throughout the Premises and must maintain the temperature within 68 and 72 Fahrenheit in the wintertime and within 72 and 76 Fahrenheit in the summertime. The Town requires Verizon telephone service to the building. In addition, the building must be wired to allow for internet access.

The monthly utility costs shall be included in the monthly rent unless an agreement otherwise is reached with the Town prior to the signing of the lease. Telephone and Internet provider fees and charges will be the responsibility of the Town.

The landlord is to provide access to the building prior to occupancy to allow for the operation of the telephone system, as well as a fax machine. Securing the installation of these lines will be the responsibility of the Town. The landlord is to provide access to the building prior to occupancy to allow for the installation of all necessary lines and equipment.

Security Deposit: There shall be NO security deposit required from the Town.

Taxes: The landlord is responsible for all taxes on the building and parcel.

2.03 SERVICE REQUIREMENTS

Maintenance of Premises, Appurtenant Areas, and Building: Landlord must provide the continuous maintenance and repair services needed to maintain the Premises, appurtenant areas, systems, equipment, and the Building in good repair and tenantable condition. Landlord must provide Material Safety Data Sheets for all products used on-site. Landlord must keep the Building and appurtenant areas clean and free from litter and from pests, through implementation of an Integrated Pest Management program. Landlord must maintain common pedestrian walkways and landscaped areas. Landlord must remove snow and ice from all entrances, exits, sidewalks, and parking areas before the Hours of Operation and during such hours if snow, ice, or both accumulate. Landlord must use environmentally preferable ice-melt and sand as necessary to ensure safety. Landlord must supply, install, and maintain entry mats at all Building entrances. Landlord must maintain and repair the Building envelope and systems including, by way of example and not limitation, roofs, windows, floors and floor covering, walls and wall coverings, ceilings, locks, life-safety systems and fire-protection equipment, lighting fixtures and lamps, and all mechanical, electrical, and plumbing systems serving the Building and the Premises. Landlord must service heating, ventilating, and air-conditioning equipment in accordance with the manufacturer's recommendations and must replace filters quarterly or more often if

indicated or dictated by local conditions or by the manufacturer's recommendations. Landlord must maintain the heating, ventilating, and air conditioning equipment so that the indoor air quality is consistent with IAQ Standard/Guidelines.

Building Security and Access: Landlord must enable authorized employees of the Town to access the Premises at any time (24/7). Landlord may enable such access via security guards, a master key, an electronic card, or a similar restrictive entry system.

Janitorial Services: Landlord should provide janitorial services. If provided, the janitorial services must be of a professional cleaning-service company that consistently, adequately, and sufficiently supervises the employees of such company and ensures that standard office-cleaning practices are followed and performed at all times. Landlord must require such company to carry comprehensive liability insurance at least at the levels required by the Town, and Workers' Compensation insurance covering all persons employed by such company in the Building and appurtenant areas, issued by a carrier or carriers qualified to conduct business in Massachusetts, and naming the Town of Needham as an additional insured. Landlord must provide Material Safety Data Sheets for all cleaning products used on-site to Town. Janitorial Services include:

Daily: Empty waste baskets; remove trash; wash and clean all fixtures, counters, and floors in restrooms and staff support rooms; replenish paper and soap products in all restrooms, and supply and replace all liners for all waste and sanitary napkin receptacles; replenish paper and soap products in the staff support rooms; sweep or dry-mop uncarpeted floors (including entrances, lobbies, and corridors); vacuum carpeting with HEPA-filter vacuum; clean drinking fountains and H2O points of use.

Weekly: Wash all uncarpeted floors, dust furniture and all horizontal surfaces, including, by way of example and not limitation, fixtures, blinds, window sills, and convection units; buff uncarpeted floors; clean all door-entry window glass, visual-glass panels on room doors, all glass sidelights, all office visual-glass panels, and all modular-furniture.

Quarterly: Strip, wax, and buff uncarpeted floors; vacuum air diffusers and return grilles.

Semi-Annually: Professionally steam clean carpets or rugs.

As Needed: Supply and replenish all paper and soap products in restrooms; supply and replace paper towels and soap products in the staff support rooms, supply and replace all liners for all waste and sanitary napkin receptacles; exterminate pests; spot-clean carpets. Clean carpet using a cleaning method consistent with carpet manufacturer's instructions; wash windows (inside and outside); damp-wash air diffusers, return grilles, and surrounding walls and ceilings.

Recyclables Collection: If janitorial services are provided they should also include not less than once per week, the emptying of single-stream recycling receptacles located in each office and at each workstation. Landlord must institute or maintain recycling programs for the Building for items including, by way of example and not limitation, delivery pallets, cardboard, glass, and recyclable plastic and metals.

Cleaning Products and Methods, Hand Soap and Paper Supplies: Landlord and landlord's professional cleaning-service company must use environmentally preferable cleaning products and methods, provide hand soap with bio-based ingredients in the restrooms, and supply paper products with post-consumer waste recycled content.

Preparation for Occupancy by Town: Before the Town occupies the Premises, the landlord must perform (or landlord must cause the landlord's professional cleaning-service

company to perform) a comprehensive cleaning of the Premises including, by way of example and not limitation: vacuum and wash all horizontal surfaces (including, by way of example and not limitation, soffits, window sills, counters, work surfaces, interiors of millwork cabinets installed by Landlord); wash, wax, and buff all uncarpeted floors; vacuum all carpeting with HEPA-filter vacuums; and wash windows inside and outside. In addition, Landlord must verify that all ductwork has been cleaned, all grilles have been washed, and all temporary filters have been replaced.

Indoor Air Quality Testing: The Landlord will have an indoor air quality test and results provided to the Town before the property is occupied by the Town. The Town reserves the right to have additional indoor air quality testing done.

2.04 QUALITY REQUIREMENTS

Signed Tax Compliance Form
Signed Certificate of Good Faith

Proposals must meet the minimum criteria explained in the RFP to qualify for competitive consideration. The Bidder must be able to provide the Town with approximately 2,500 square feet of office space; however the Town may look to house the office spaces on multiple floors. The space should include the areas stated in the RFP. The Bidder must show the ability of the landlord to prepare the proposed space for occupancy and to provide the services required in the RFP in accordance with the accepted standards. It must be shown that the landlord has the ability and the finances to substantially complete the tenant improvements and any other building improvements required for occupancy by the Town.

PART 3 - SELECTION PROCESS

A. Comparative Criteria

Bidders who submit proposals that meet all of the requirements set forth under Quality Requirements (Section 2) and satisfy the Submission Requirements (Section 3) will then be judged on Comparative Evaluation Criteria. The criteria to be utilized for this project are shown below. An Evaluation Committee appointed by the Chief Procurement Officer will evaluate proposals according to the quality requirements. Submittals failing to comply with one or more of the quality requirements will be disqualified from further consideration. Submittals that comply with the quality requirements will be further evaluated based on the comparative criteria. Each proposal will be assigned a rating for each comparative criterion and a composite rating. Three finalists will be identified from the evaluation of comparative criteria. The Town will inspect the premises of the three finalists, but reserves the right to inspect any and all premises submitted for consideration.

The proposal that meets requirements as set forth in the RFP, provides a rental at a reasonable rate, and provides the needed space in a building within the Town limits, will be recommended, subject to the availability of funds. The Chief Procurement Officer will determine the most advantageous proposal, taking into consideration the evaluation of the technical aspects, the quality of the building and premises, and price. The Chief Procurement Officer will make an award recommendation to the Town Manager. Following the recommendation and approval by the Town Manager to enter into a Contract, the Town will undergo the necessary steps to confirm a Lease with the selected bidder.

The Town reserves the right to reject any and all proposals if such rejection is in its best interest.

Proposals which satisfy the Quality Requirements and complied with the Submission Requirements will be further evaluated based on the criteria listed below. For each criterion, proposals will be assigned a rating of **Highly Advantageous**, **Advantageous**, **Not Advantageous**, or **Unacceptable**. After the Evaluation Committee provides a rating for the individual criteria, the CPO will assign a rating to each proposal. Criteria that will be used for comparative purposes are the following:

Parking for the Office and Visitors.	
Highly Advantageous	The proposed location provides 2 handicapped parking and 15 or more dedicated parking spaces provided for the Town.
Advantageous	The proposed location provides 2 handicapped parking 12 or more parking spaces.
Not Advantageous	The proposed location provides at least 2 handicapped parking and 3 or more parking spaces.
Unacceptable.	The proposal does not meet, or address the evaluation standard of the criterion.

Square Footage	
Highly Advantageous	The space has approximately 2,500 square feet of useable office space on the ground floor that would be occupied by the Town.
Advantageous	The space has approximately 2,500 square feet of useable office space that would be occupied by the Town but only a portion is located on the ground floor.
Not Advantageous	The space has approximately 2,500 square feet of useable office space that would be occupied by the Town but on different floors none at street level.
Unacceptable.	The space does not meet, or address the evaluation standard of the criterion.

Energy Efficient Utilities, HVAC Equipment, and Building Envelope Features.	
Highly Advantageous	The building incorporates energy efficiency features in each of the following categories: lighting, HVAC/plumbing, building envelope, water/plumbing.
Advantageous	The building incorporates energy efficiency features in some of the following categories: lighting, HVAC/plumbing, building envelope, water/plumbing.
Not Advantageous	The building incorporates energy efficiency features in none of the above named categories.
Unacceptable	The building does not meet, or address the evaluation standard of the criterion.

Conference/Meeting Room Availability	
Highly Advantageous	The space incorporates two conference/meeting rooms, one of which can accommodate 10 or more people.
Advantageous	The space incorporates one conference room that will accommodate up to 10 people.
Not Advantageous	The space does not include any conference or meeting rooms that accommodates 10 or more people.
Unacceptable	The space does not meet, or address the evaluation standard of the criterion.

ADA Compliant	
Highly Advantageous	The building exceeds ADA compliance requirements.
Advantageous	The building is ADA compliant.
Not Advantageous	The building is not ADA compliant but will be by the planned date of occupancy.
Unacceptable	The building is not ADA compliant and the Landlord will not have the building compliant by the planned date of occupancy.

Electrical/Data Outlets	
Highly Advantageous	The space incorporates more than four (4) electrical outlets and three (3) or more data ports per office space.
Advantageous	The space incorporates three to four (4) electrical outlets and two (2) or more data ports per office space.
Not Advantageous	The space incorporates one to two electrical outlets or less than two (2) data ports per office space.
Unacceptable	The space does not meet, or address the evaluation standard of the criterion.

Premises	
Highly Advantageous	The property is conveniently located, in move-in condition, and readily lends itself to use as HHS Offices in terms of floor layout, parking, and amenities.
Advantageous	The property is presentable, with suitable space, but requires some modifications.
Not Advantageous	Requires significant improvements to function as office space and/or is not conveniently located.
Unacceptable	The proposal does not meet, or address the evaluation standard of the criterion.

PART 4 - SUBMISSION REQUIREMENTS

Submission Requirements

The **Proposal** should contain one (1) original and three (3) copies for a total of four (4) copies in a sealed package. The Proposal must clearly be marked: **"Office Space Rental for Health and Human Services 17GEN182G"**. The Proposal must be signed by an individual authorized to bind the Bidder to the Lease.

1. The bid is to be submitted and addressed as follows: Kate Fitzpatrick, Town Manager, Town of Needham, 1471 Highland Ave, Needham, Massachusetts, 02492.
2. The bid is to be clearly marked: **Office Space Rental for Health and Human Services 17GEN182G**
3. Property Description which should include the following:
 - a. Name of Proposed Building
 - b. Address of Proposed Building
 - c. Proposed Net Usable Area (SF)
 - d. Number of Rooms and Space Area (SF)
 - e. Number of Other Occupants in the Building
4. Provide a conceptual design documents and drawings that indicate the layout of the proposed office space. The drawings may consist of a site plan for the site, an elevation of the exterior of the structure, and floor plans for the interior of the structure.
5. Include a proposed schedule which describes the sequence of actions, outlining the timing of the steps. Particularly if the building is currently vacant, the steps must show a timeline for the approval of all permits necessary for occupancy of the offices.
6. Provide a copy of the Certificate of Occupancy or a signed explanation when the CO will be obtained.
7. Provide a listing of all other buildings owned by the landlord which currently contain tenants. The ownership list shall consist of not only buildings within the Town of Needham but also buildings outside of the Town limits within a five mile radius.
8. Bidder should acknowledge all addenda related to this RFP, if any. Failure to acknowledge addenda does not in itself disqualify a bidder; however failure to receive or acknowledge any addenda does not relieve the bidder of any changes, conditions, quantities, methods, requirements that may result by the issuance of the addenda. Bidders are encouraged to check the Town's website www.needhamma.gov/bids.aspx for addenda before submitting your bid to the Town.
9. Bidder must submit a completed **Bidder Information Response** form with the contact information and questions answered.
10. Bidder must submit a completed **Bid Price Proposal**, signed by an individual authorized to negotiate for and contractually bind the Bidder. All prices must be reflective of all costs for delivery. No price adjustments will be allowed. Fuel surcharges or vehicle surcharges or adjustments will not be allowed.

11. A signed **Certificate of Good Faith**;
12. A completed **Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue;
13. A completed **Disclosure of Beneficial Interests in Real Property Transaction**;
14. A completed **Bid Price Proposal Form**, signed by the individual authorized to negotiate for and Contractually bind the Bidder. Failure to fully complete the form, or provide the requested information, or making any alterations will be deemed a conditional bid and the proposal will be rejected.
15. A completed **Certificate of Authority** (attached) or **Corporate Resolution**; if applicable;
16. Bids must be received and time stamped no later than the deadline stated in the **Procurement in Brief** (Where and When Bids are Due). LATE PROPOSALS WILL NOT BE CONSIDERED.
17. A **Bid Bond** is **not** required.
18. Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Bidder.
19. The Bidder is also to include one (1) electronic version (PDF version on CD or a thumb drive).

How and Where to Send Proposals

Bidders are required to submit: <u>one (1) original and three (3) copies of the Proposal for a total of four (4)</u> . The Bidder should also to include one (1) electronic version (PDF version on CD or thumb drive). Sealed Proposals are to be submitted and addressed as follows:	
Mailing Address	Kate Fitzpatrick, Town Manager Office of the Town Manager – 1 st Floor Town Hall 1471 Highland Avenue Needham, MA 02492
Proposal Identification on the Outside of the Sealed Envelope	Town of Needham Office Space Rental for Health and Human Services 17GEN182G
Proposals Due	Sealed Proposals must be received and time stamped no later than the deadline stated in the Procurement Schedule (Where and When Proposals are Due). LATE PROPOSALS WILL NOT BE ACCEPTED.
Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Bidder.	

The Town reserves the right to reject any and all bids as determined to be in the best interest of the Town and to waive minor informalities.

End of Section

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PART 5 – CHECKLIST AND REQUIRED FORMS FOR SUBMISSION
Checklist

Company Name: _____

- ☐ Bidder has completed and returned the **Acknowledgement of Receipt** form (via fax or email).
- ☐ Bidder has completed, signed, and enclosed the **Bidder Information Response**.
- ☐ Bidder has completed, signed, and enclosed the **Certificate of Good Faith**.
- ☐ Bidder has completed, signed, and enclosed the **Certificate of Compliance with Massachusetts Tax Laws**.
- ☐ Bidder has completed, signed, and enclosed the **Disclosure of Beneficial Interests in Real Property Transaction**.
- ☐ Bidder has completed, signed, and enclosed the **Bid Price Proposal**.
- ☐ If the bid submission is signed by someone other than the Owner/President of the company, a completed **Certificate of Authority or Corporate Resolution** for the person who signed the proposal or a valid Corporate Resolution stating the individual has the authority to submit the proposal on behalf of the Company and can bind the Company to the Lease if awarded.
- ☐ Bidder acknowledged all addenda, if any
Addendum Number 1 dated _____
Addendum Number 2 dated _____
Addendum Number 3 dated _____
Addendum Number 4 dated _____
Addendum Number 5 dated _____

THIS FORM MUST BE FILED WITH BID SUBMISSION

Bidder Information Response
(This Form Consists of Two Pages)
Office Space Rental for Health and Human Services
17GEN182G

Legal Name of the Bidder: _____

Company Name: _____

Company Address: _____

City State Zip: _____

Company Web Address: _____

Company Telephone: _____ Company Fax number: _____

State of Incorporation (Date): _____

If the bidder is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

Company Contacts - Required

Individual Submitting the Bid:

Name: _____ Title: _____

Mailing Address _____

Telephone: _____ Fax number: _____

Email Address: _____

Individual to be contacted about the Bid:

Name: _____ Title: _____

Mailing Address _____

Telephone: _____ Fax number: _____

Email Address: _____

Best Times to Contact: _____

It is the Bidder's responsibility to monitor the email address provided in the Submission for the Bidder's contact person. The TOWN may need to contact the Bidder's contact person with clarification requests or for other reasons. The Town assumes no responsibility if a Bidder's designated email address is not current, or if technical problems, including those with the Bidder's computer, network or internet service provider (ISP), cause e-mail communications between the Bidder and the Town to be lost or rejected by any means including email or spam filtering.

Individual Authorized to Contractually Bind the Company (This will be the individual whose name and title will appear in the Lease and will execute the Lease if awarded to the bidder):

Name: _____ Title: _____

Mailing Address _____

Telephone: _____ Fax number: _____

Email Address: _____

Best Times to Contact: _____

1. Has the proposal been signed by a person legally authorized to commit the Bidder (Company) to Contract, if awarded? ☐ Yes ☐ No
2. Is the Bidder prepared to provide the insurances as required? ☐ Yes ☐ No
3. Has the Bidder placed any special conditions or restrictions that called out by the Town in its Request for Proposals? (A "yes" response may be cause for rejection). ☐ Yes ☐ No
4. Are there any exceptions to the Town's specifications (and if so they must be included in the submission)? ☐ Yes ☐ No (A "yes" response may be cause for rejection).
5. Has the bidder requested any changes to the Town's Lease? ☐ Yes ☐ No (if "yes" the changes must be attached to this form).
6. Is the Bidder prepared to execute the Town's Lease if awarded? ☐ Yes ☐ No
7. Has the bidder disclosed all third party/subcontractors that will have a material role in assisting the bidder in the fulfillment of this Lease? ☐ Yes ☐ No
8. Can the Bidder (Company) provide, upon request, proof of financial solvency? (The Town may request audited financial statements, financial references, and/or conduct an independent background check – BUT do NOT send any such information until and if requested)? ☐ Yes ☐ No

Signature of the Bidder: _____

Printed Name and Title of Signatory: _____

Date: _____

THIS FORM MUST BE FILED WITH BID SUBMISSION

CERTIFICATE OF GOOD FAITH
Office Space Rental for Health and Human Services
17GEN182G

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting the bid or proposal

Individual Full Name (Print/Type)

Name of Business (Print/Type)

(Date)

Two Witnesses or Notary

Witness One Signature

Witness Two Signature

Witness One Full Name (Print/Type)

Witness Two Full Name (Print/Type)

Witness One Primary Address

Witness Two Primary Address

OR

Commonwealth of Massachusetts

County of _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

☐ as partner for _____, a partnership.

☐ as _____ for _____, a corporation.

☐ as attorney in fact for _____, the principal.

☐ as _____ for _____, (a) (the) _____.

(official signature and seal of notary)

My commission expires: _____

THIS FORM MUST BE COMPLETED AND FILED WITH THE SUBMISSION

CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

**Office Space Rental for Health and Human Services
17GEN182G**

Certificate of Good Standing issued by the Massachusetts Department of Revenue dated no earlier than 90 days before the bid submission deadline may be submitted in place of this certificate.

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned acting on behalf of the Bidder*, certify under the penalties of perjury that to my best knowledge and belief, the Bidder* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and Bidders, and withholding and remitting child support.

Individual

Signature

Date

Name (please type or print)

Social Security Number

Corporate

Corporate Name (please type or print)

Signature of Corporate Officer

Date

Name of Corporate Officer (please type or print)

Title (please type or print)

Taxpayer Identification Number

** As used in this certification, the word "Bidder" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals*

THIS FORM MUST BE FILED WITH BID SUBMISSION

Disclosure of Beneficial Interests in Real Property Transaction

(This Form Consists of two Pages)

Massachusetts General Laws, Chapter 7C, Section 38, requires that a disclosure of beneficial interests be filed for each real property transaction regardless of the cost or value of the acquisition or disposition. The person acquiring property from, or selling or leasing property to, a public agency must file the disclosure. No Contract, renewal or extension is valid until the disclosure is filed with the Division of Capital Asset Management and Maintenance. Also, a new disclosure must be filed within 30 days of a change in beneficial interests during the term of a Contract.

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Town of Needham as required by Massachusetts General Laws, Chapter 7 Section 40J prior to the conveyance of or execution of a lease for the real property described below.

Attach additional sheets if necessary.

1. Public agency involved in this transaction: TOWN OF NEEDHAM

2. Complete legal description of property:

Type of transaction: RENTAL for _____ (term)

Seller(s) or Lessor(s): _____

Purchaser(s) or Lessee(s): _____

Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public., the name of any person holding less than ten per cent of the outstanding voting shares need not be disclosed.

Name	Address

None of the persons listed in this section is an official elected to public office in the Town of Needham except as noted below:

Name	Title or Position

This section must be signed by the individual(s) or organization(s) entering into the real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Town of Needham within 30 days following the change or addition.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE FILED WITH BID SUBMISSION

Bid Price Proposal Form
Office Space Rental for Health and Human Services
RFP 17GEN182G
(Bid Price Proposal Form Consists of Two Pages)

The **Bid Price Proposal Form** is to be signed by the individual authorized to negotiate for and contractually bind the company. Failure to fully complete the form, provide the requested information, or make any alterations will be considered a **conditional bid** and the proposal will be **rejected**.

Bidder Name: _____

Office Space Rental for Health and Human Services				
Name of the Building				
Address of the Building				
Net Usable Area (in square feet)				
Number of rooms and sizes				
Number of other occupants in the building				
Does the Proposal include the requested Janitorial Services?	YES		NO	
Are drawings which show the proposed space included? If not, please explain.	YES		NO	
Have you provided a copy of the Certificate of Occupancy? If not, please explain.	YES		NO	
Monthly Rent			\$	
Monthly Common Area Charges, if Any			\$	
Other:			\$	
All- Inclusive Monthly Charge			\$	
In Words:				

The undersigned proposes to provide the **Office Space Rental for Health and Human Services** in accordance with the accompanying requirements provided by the Town of Needham dated **March 22, 2017** and any addenda as may be issued by the Town and provided to the undersigned prior to the opening of the bids. In the event that the numeric price and the written price differ, the written price shall prevail.

The undersigned agrees that, if selected as vendor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Town, execute a Lease in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As

used in this subsection, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, group of individuals, or legal entity.

(Name of Company)

BY:

(Signature)

(Printed Name and Title of Signatory)

Business Address

(City, State Zip)

(Telephone)

(FAX)

(Email Address)

(Place and Date When the Business was Organized)

If incorporated, identify the State of Incorporation and Date.

STATE OF INCORPORATION (DATE) ()

* attach certificate of authority, if applicable

If the bidder is a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

(Date this bid was submitted)

End of Bid Price Form

CERTIFICATE OF AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of _____
(Insert full name of Corporation)
2. corporation, and that _____
(Insert the name of officer who signed the **Contract and bonds**)
3. is the duly elected _____
(Insert the title of the officer in line 2)
4. of said corporation, and that on _____
(The date must be **ON OR BEFORE** the date the officer signed the **Contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute Contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any Contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(Insert a date that is **ON OR AFTER** the date the officer signed the **Contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

Corporation, (hereinafter called "Landlord"), and

Town of Needham, a municipal corporation with offices at 1471 Highland Ave., Needham MA 02492 (hereinafter called "Tenant").

WITNESSETH:

THAT in consideration of the rents and covenants herein set forth, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord premises containing approximately square feet, (hereinafter called "Leased Premises"), as shown outlined in red on Schedule "A", a copy of which is attached hereto, located in the office building known as _____ (*hereinafter called "Office Building"*), which is situated on that certain parcel of land (*hereinafter called "Office Building Area"*) more particularly described in Schedule "A-1" attached hereto. This lease shall be for the term, upon the rentals and subject to the terms and conditions set forth in this lease agreement and Schedules hereto.

Landlord hereby warrants that Tenant shall have peaceful and quiet use and possession of the Leased Premises without hindrance on the part of Landlord. Tenant's rights under this lease agreement are and shall always be subordinate to the operation and effect of any mortgage, deed of trust or other security instrument now or hereafter placed upon the Office Building, or any part thereof, by Landlord, and Tenant will, upon Landlord's request, execute and deliver such instrument as may be appropriate to effect such subordination.

Tenant will, upon the request of Landlord or of the mortgagee or trustees, under any such mortgage or deed of trust, execute an attornment instrument and attorn to such mortgagee or trustees and become its Tenant on the terms herein contained for the unexpired residue of the term of this lease agreement.

1. Use

The Leased Premises shall be used by Tenant solely for the purpose of conducting municipal offices, storage, and technology and for no other purpose.

2. Term

The term of this lease agreement shall commence on the earlier to occur of (a) The Tenant taking occupancy of the leased premises, only after any improvements are completed and the premises are deemed available for Tenant's occupancy in accordance with the agreed upon terms.

(b) fifteen (15) days after the mailing of notice by Landlord to Tenant that the Leased Premises are "ready for occupancy," and the term shall be for an initial term to end on September 30, 2018, subject to renewal on a month by month basis at the option of the tenant for a period of 12 months.

Each of the parties hereto agrees upon demand of the other, to execute a declaration expressing the commencement and termination dates of the term as soon as the commencement date has been determined.

If the Leased Premises shall not be "ready for occupancy" within one month after the date specified in (a) above, as extended by force majeure as defined in Section 25, the Tenant may cancel this lease agreement upon fifteen (15) days notice to the Landlord.

3. Rent

Tenant covenants and agrees to pay to Landlord, as rental for the Leased Premises, the amount of \$_____ per month, in advance on the first day of each full calendar month during the term, the first such payment to include any prorated rental for the period from the date of the commencement of the term to the first day of the first full calendar month in the term. All rentals payable by Tenant to Landlord under this lease agreement shall be paid to Landlord at the office of Landlord herein designated by it for notices. Tenant will promptly pay all rentals herein prescribed when and as the same shall become due and payable.

Landlord acknowledges receipt from Tenant of no money to be held as advance rental and security to be forfeited, without limitation of other remedies, for any defaults hereunder by Tenant occurring prior to the commencement of the term hereof.

4. Improvements

The parties have signed outline specifications identified as Schedule "B," a copy of which is attached hereto, describing improvements to be provided and installed by Landlord at its expense, and Landlord agrees to perform the work and make the installations in the Leased Premises which are set forth in Schedule "B." The Leased Premises will be considered as "ready for occupancy" on the date on which Landlord shall have substantially completed all work to be performed by it in accordance with Schedule "B." Upon occupying the Leased Premises, Tenant thereby accepts the same and acknowledges that the Leased Premises are in the condition called for hereunder.

On or prior to the ____ day of _____, 201_, Tenant shall submit to Landlord a plan for Tenant's space (hereinafter referred to as "Tenant's Plan") containing all designations and selections required to be made by Tenant in connection with Landlord's initial installation and the heat factor, if any, of all equipment intended to be used in, and the human load heat factor proposed for, each room or other area. The Tenant's Plan shall be subject to Landlord's written approval, which the Landlord agrees not unreasonably to withhold. Landlord's approval of Tenant's Plan shall in no event, unless expressly set forth in such approval, be deemed to create any obligation on the part of the Landlord to do any work or make any installations in or about the Leased Premises other than the work and installations which are set forth in Schedule "B" hereof, or to authorize Tenant to make any further additions, improvements or alterations to the Leased Premises.

All improvements to be provided by Tenant shall be provided at its expense and shall be subject to Landlord's approval.

On not less than thirty (30) days notice to Tenant the Landlord shall have the right to move the Tenant out of the Leased Premises and into similar space of at least equal area. In such event Landlord shall remove, relocate and reinstall the Tenant's equipment, furniture and fixtures and redecorate the new space similar to the old space, all of which shall be done at Landlord's sole cost and expense and without cost or expense to the Tenant, and for the balance of its term this lease agreement shall continue in full force and effect and shall apply to the new space with the same force and effect as though this lease agreement had originally been for such new space.

Tenant represents and warrants to Landlord that there is no broker with whom Tenant has negotiated in bringing about this lease agreement.

5. Leased Area

The office space must include heating and air conditioning supplied by the Landlord, which shall be either regulated from a thermostat or control mechanism located within the office space or else maintained at a temperature no lower than 68 degrees Fahrenheit and no higher than 76 degrees Fahrenheit, depending on the season, during "normal operating hours" (which shall include the hours from 7:30 A.M. to 5:30 P.M. on weekdays) heat and air conditioning for the Leased Premises. The ventilation system by which heating and air conditioning is supplied to the office space must be in good working order and include air filters which are subject to a regular and routine maintenance program.

The office space must not contain any carpets or rugs. It shall be in good working order and well maintained, without damaged ceiling tiles. Walls and woodwork shall be in good condition with no holes, shall be recently painted, and all windows and locking door hardware shall be in good working order. All light bulbs within the office space shall be replaced prior to occupancy.

All life safety components shall exist within the office space and must be in good working order with a recent notice of inspection.

6. Common Areas

Tenant shall have the right to nonexclusive use, in common with others of, (a) automobile parking areas, driveways and footways, and of, (b) such loading facilities, elevators and other facilities as may be constructed and designated, from time to time, by Landlord in the Office Building Area for use by tenants of the Office Building, all to be subject to the terms and conditions of this lease agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

Landlord shall have the right to make changes or revisions in the common areas of the Office Building and the Office Building Area, and Landlord shall have the right to construct additional buildings in the Office Building Area for such purposes as Landlord may deem appropriate.

Landlord shall provide for toilet facilities for the use of the employees, customers and other invitees of tenants and janitor service for the Leased Premises and common areas.

7. Real Estate Taxes

Landlord shall be responsible for all real estate taxes on the premises.

8. Termination

This lease agreement and the tenancy hereby created shall cease and determine at the end of the original term hereof, or any extension or renewal thereof, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate the Leased Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of Leased Premises from a Tenant holding over to the same extent as if statutory notice had been given. For the period of four (4) months prior to the expiration of the original term of this Lease Agreement or any renewal or

extension thereof, Landlord may show the Leased Premises and all parts thereof to prospective tenants during normal business hours.

At the expiration or earlier termination of this lease agreement, Tenant shall, at Tenant's expense, remove all of Tenant's personal property, and repair all injury done by or in connection with the installation or removal of said property, and surrender the Leased Premises, broom clean and in as good condition as they were at the beginning of the term, reasonable wear excepted. All property of Tenant remaining on the Leased Premises after the expiration or earlier termination of this lease agreement shall be conclusively deemed abandoned and at Landlord's option, may be retained by Landlord, or may be removed by Landlord, and Tenant shall reimburse Landlord for the cost of such removal. Landlord may have any such property stored at Tenant's risk and expense.

9. Operation by Tenant

Tenant will maintain the Leased Premises at its own expense in a clean, orderly, and sanitary condition, except for Landlord's obligations to furnish janitor service as herein provided in Sections 6 and 10. Tenant will not use or permit the use of any apparatus or musical instruments for sound reproduction or transmission in such manner that the sounds so reproduced, transmitted or produced shall be audible beyond the interior of the Leased Premises. Tenant will keep all mechanical apparatus free of vibration and noise, which may be transmitted beyond the confines of the Leased Premises. Tenant will comply with all laws and ordinances, all rules and regulations of governmental authorities, all regulations, and recommendations of the Fire Underwriters Rating Bureau and such rules and regulations as Landlord may prescribe on written notice to Tenant with respect to the use or occupancy of the Leased Premises, Office Building or Office Building Area by Tenant.

10. Repairs and Maintenance

A. Landlord will keep the exterior of the Leased Premises in repair, provided that Tenant shall give Landlord written notice of the necessity for such repairs, and provided that the damage thereto shall not have been caused by the carelessness or negligence of Tenant, its agents, employees, or servants, in which event Tenant shall be responsible therefor. Tenant will keep the interior of the Leased Premises in good repair and will surrender the Leased Premises at the expiration of the term or at such other time as it may vacate the Leased Premises in as good condition as when received, excepting depreciation caused by ordinary wear and tear and damage by fire, unavoidable accident or Act of God. Tenant will not overload the electrical wiring serving the Leased Premises or within the Leased Premises, and will install at its own expense, but only after obtaining Landlord's written approval, any additional electrical wiring which may be required in connection with Tenant's apparatus.

B. All contaminants, dust, or gases must be removed or maintained at less than harmful levels, as required by law. Landlord is responsible for keeping on file all written certifications required by federal, state, or local officials. Harmful materials include asbestos and lead paint.

C. The building and leased premises must comply with local codes pertaining to life safety. Life safety hazards detected either before or during occupancy shall be corrected at the Landlord's expense. Tenant requires emergency lighting to be upgraded to comply with current code standards for new construction within the premises and along all paths of egress. All fire protection equipment and materials

must be maintained in accordance with applicable codes and ordinances. This includes, but is not limited to, fire doors, fire walls, fire stops, fire extinguisher, fire escapes, exit route diagrams, exit signs, emergency lighting, and alarm systems.

D. Janitorial. Landlord shall provide the janitorial services of a professional cleaning-service company that consistently, adequately, and sufficiently supervises the employees of such company and ensures that standard office-cleaning practices are followed and performed at all times. Landlord must require such company to carry comprehensive liability insurance for not less than \$2,000,000 combined single limit, and Workers' Compensation insurance covering all persons employed by such company in the Building and appurtenant areas, issued by a carrier or carriers qualified to conduct business in Massachusetts, and naming the Tenant as an additional insured. Landlord must provide Material Safety Data Sheets for all cleaning products used on-site to Tenant. Janitorial Services include:

Daily: Empty waste baskets; remove trash; wash and clean all fixtures, counters, and floors in restrooms and staff support rooms; replenish paper and soap products in all restrooms, and supply and replace all liners for all waste and sanitary napkin receptacles; replenish paper and soap products in the staff support rooms; sweep or dry-mop uncarpeted floors (including entrances, lobbies, and corridors); vacuum carpeting with HEPA-filter vacuum; clean drinking fountains and H2O points of use.

Weekly: Wash all uncarpeted floors, dust furniture and all horizontal surfaces, including, by way of example and not limitation, fixtures, blinds, window sills, and convection units; buff uncarpeted floors; clean all door-entry window glass, visual-glass panels on room doors, all glass sidelights, all office visual-glass panels, and all modular-furniture.

Quarterly: Strip, wax, and buff uncarpeted floors; vacuum air diffusers and return grilles.

Semi-Annually: Professionally steam clean carpets or rugs, if any.

As Needed: Supply and replenish all paper and soap products in restrooms; supply and replace paper towels and soap products in the staff support rooms, supply and replace all liners for all waste and sanitary napkin receptacles; exterminate pests; spot-clean carpets. Clean carpet using a cleaning method consistent with carpet manufacturer's instructions; wash windows (inside and outside); damp-wash air diffusers, return grilles, and surrounding walls and ceilings.

E. Recyclables Collection: As needed but not less than once per week, empty Landlord-provided single-stream recycling receptacles located in each office and at each workstation into Landlord-provided recycling bins for recycling by Landlord. Landlord must institute or maintain recycling programs for the Building for items including, by way of example and not limitation, delivery pallets, cardboard, glass, and recyclable plastic and metals.

F. Cleaning Products and Methods, Hand Soap and Paper Supplies: Landlord and landlord's professional cleaning-service company must use environmentally preferable cleaning products and methods, provide hand soap with bio-based

ingredients in the restrooms, and supply paper products with post-consumer waste recycled content.

G. Preparation for Occupancy by Tenant: Before the Tenant occupies the Premises, the Landlord must perform (or Landlord must cause the Landlord's professional cleaning-service company to perform) a comprehensive cleaning of the Premises including, by way of example and not limitation: vacuum and wash all horizontal surfaces (including, by way of example and not limitation, soffits, window sills, counters, work surfaces, interiors of millwork cabinets installed by Landlord); wash, wax, and buff all uncarpeted floors; vacuum all carpeting with HEPA-filter vacuums; and wash windows inside and outside. In addition, Landlord must verify that all ductwork has been cleaned, all grilles have been washed, and all temporary filters have been replaced.

H. Initial Indoor Air Quality Testing: Within 30 days after the Date of Occupancy, Landlord must conduct, at Landlord's sole cost and expense, initial indoor air quality testing (Initial IAQ Testing) of the Premises using a Certified Industrial Hygienist approved by Tenant. Initial IAQ Testing must include, without limitation, direct-reading measurements of temperature, relative humidity, carbon dioxide, carbon monoxide, airborne particulates, and volatile organic compounds in a representative sampling of the Premises that demonstrates results consistent with those identified below. If the tests demonstrate that the air quality does not meet the building code and Board of Health requirements the Tenant may terminate the lease immediately and not be responsible for any additional rent.

11. Alterations by Tenant

Tenant will not make any alteration to the Leased Premises or any part thereof without first obtaining Landlord's written approval of such alteration; and Tenant agrees that any improvements made by it shall immediately become the property of Landlord and shall remain upon the Leased Premises in the absence of agreement to the contrary. Tenant will not cut or drill into or secure any fixtures, apparatus, or equipment of any kind to any part of the Leased Premises without first obtaining Landlord's written consent.

Tenant shall within ten (10) days after notice from Landlord discharge any mechanic's lien for materials or labor claimed to have been furnished to the Premises on Tenant's behalf.

12. Signs and Advertising

A. Tenant will not place or suffer to be placed or maintained on the exterior of the Leased Premises any sign, advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without first obtaining Landlord's written approval thereof.

B. The exterior of the building shall contain a sign or other permitted means of advertisement by which notice of the Needham Health and Human Services Department's location in the building may be made known. Tenant agrees to maintain such sign, decoration, lettering, advertising matter, or other thing as may be approved in good condition and repair at all times.

13. Public Liability Insurance

Landlord and Tenant will keep in force at its own expense so long as this Lease Agreement remains in effect, public liability insurance with respect to the Leased Premises in companies and in form acceptable to Landlord with minimum limits of \$1,000,000 on account of bodily injuries to or death of one person, and \$2,000,000 on account of bodily injuries to or death of more than one person as the result of any one accident or disaster; and property damage insurance with minimum limits of \$1,000,000 ; and Tenant will further deposit the policy or policies of such insurance or certificates thereof, with Landlord. Such policies shall name Landlord and, at the request of Landlord its mortgagee, as an additional insured.

14. No Liability

Tenant agrees to take such steps as it may deem necessary and adequate for the protection of itself, and its agents, employees, and invitees, and the property of the foregoing, against injury, damage or loss, by insurance, as a self-insurer, or otherwise.

Tenant shall not be entitled to claim a constructive eviction from the Leased Premises unless Tenant shall have first notified Landlord in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, unless Landlord shall have failed within a reasonable time after receipt of said notice to remedy such conditions.

15. Indemnification

A. Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the Leased Premises or any part thereof or any other part of Landlord's property, occasioned wholly or in part by any negligent act or omission of Tenant, up to \$100,000 per claim.

B. The Landlord shall indemnify, defend, and save harmless the Tenant and all of the Tenant's officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the Town or any person, organization, corporation or association arising out of or resulting from any negligent act, omission, or negligence of the Landlord, its subcontractors, contractors and its and their agents or employees in the performance of the work covered the Lease and/or failure to comply with terms and conditions of the Lease, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Contract and to the extent such injuries or damages are not covered by the Town's insurance. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance provided by the Landlord under the Lease.

16. Fire or Other Casualty

In the event the Leased Premises shall be damaged by fire, or other casualty, the Tenant shall give immediate notice thereof to the Landlord, and after such notice, an equitable reduction of rent shall be allowed the Tenant for the time such part or parts of the Leased Premises shall remain untenable or incapable of use and occupancy. If the Leased Premises are not restored within 30 days to its condition prior to the damage the Tenant may terminate the lease. In the event the Leased Premises or the Office Building shall before or after the commencement of the term,

be so damaged that the Landlord shall decide not to repair the same, or if the Landlord shall decide to demolish or rebuild either the Leased Premises or the Office Building, for any reason whatsoever, upon notice to Tenant, the term of this lease shall cease and terminate, effective as of the time of the damage, and the accrued rent, if any, shall be paid up to the time of the damage. All proceeds of insurance payable to the Landlord as a result of fire or other casualty shall be the sole property of the Landlord.

17. Condemnation

If the Leased Premises or any part thereof shall be taken by eminent domain, this Lease Agreement shall terminate on the date when title vests pursuant to such taking, and the rent and additional rent shall be apportioned as of said date. Tenant shall not be entitled to any part of the award or any payment in lieu thereof; excepting that Tenant shall be entitled to any separate award rendered for relocation costs, trade fixtures installed by Tenant at its own cost and expense and which are not part of the realty.

18. Inspection by Landlord

Tenant will permit Landlord, its agents, employees and contractors to enter the Leased Premises and all parts thereof during business hours to inspect the same and to enforce or carry out any provision of this lease agreement.

19. No Assignments or Subletting

Tenant will not assign this lease agreement in whole or in part, nor sublet all or any part of the Leased Premises or permit the use of any part of the Leased Premises by any other person, firm, or entity without the written consent of Landlord first obtained. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. The consent of Landlord referred to herein shall not be withheld unreasonably.

20. Performance by Tenant

Tenant covenants and agrees that it will perform all agreements herein expressed on its part to be performed, and that it will promptly upon receipt of written notice specifying action desired by Landlord in connection with any such covenant, except the covenant to pay rent, commence to comply with such notice. If Tenant shall not commence and proceed diligently to comply with such notice to the satisfaction of Landlord within three (3) days after delivery thereof, then Landlord may, at its option, enter upon the Leased Premises, and do the things specified in said notice, and Landlord shall have no liability to Tenant for any loss or damage resulting in any way from such action by Landlord, and Tenant agrees to pay promptly upon demand, any expense incurred by Landlord in taking such action.

21. Other Remedies of Landlord

A. If Tenant defaults in the payment of rent or additional rent or defaults in the performance of any of the covenants or conditions hereof, Landlord may give to Tenant notice of such default and if Tenant does not cure any rent or additional rent default within five (5) days, or other default, within ten (10) days, after the giving of such notice (or, if such other default is of such nature that it cannot be completely cured within such ten (10) days, if Tenant does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default), or if the Tenant shall compound its debts, or make an

assignment for the benefit of creditors, or if a receiver or trustee is applied for or appointed for the Tenant, or if there be filed a petition in bankruptcy or insolvency, or for an arrangement for reorganization by or against the Tenant, or if the Tenant is adjudicated a bankrupt or is adjudged to be insolvent, or if there is advertised any sale of Tenant's property under process of law, or if the assets or property of the Tenant in the Premises shall be attached or levied upon, then Landlord may terminate this lease agreement on not less than three (3) days' notice to Tenant, and on the date specified in said notice the term of this lease agreement shall terminate and Tenant shall then quit and surrender the Leased Premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this lease agreement shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects.

B. In any case where Landlord has recovered possession of the Premises by reason of Tenant's default, Landlord may at Landlord's option occupy the Premises or cause the Leased Premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for reletting, and may relet the Leased Premises or any part thereof as agent of Tenant or otherwise, for a term or terms to expire prior to, at the same time as or subsequent to, the original expiration date of this lease agreement, at Landlord's option, and receive the rent therefor, applying the same first to the payment of such expense as Landlord may have incurred in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining premises, or otherwise changing or preparing for reletting and the reletting, including brokerage and reasonable attorney's fees, and then to the payment of damages in amounts equal to the rent hereunder and to the cost and expense of performance of the other covenants of Tenant as herein provided; and Tenant agrees, whether or not Landlord has relet, to pay to Landlord damages equal to the rent and other sums herein agreed to be paid by Tenant, less the net proceeds of the reletting, if any, as ascertained from time to time, and the same shall be payable by Tenant on the several rent days above specified. In reletting the Leased Premises as aforesaid, Landlord may grant rent concessions, and Tenant shall not be credited therewith. No such reletting shall constitute a surrender and acceptance or be deemed evidence thereof. The Tenant shall not be entitled to any surplus accruing as a result of any reletting. If Landlord elects pursuant hereto to occupy and use the Leased Premises or any part thereof during any part of the balance of the term as originally fixed or since extended, there shall be allowed against Tenant's obligation for rent or damages as herein defined, during the period of Landlord's occupancy, the reasonable value of such occupancy, not to exceed in any event the rent herein reserved and such occupancy shall not be construed as a release of Tenant's liability hereunder.

22. Remedies Cumulative

No mention in this lease agreement of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either at law or equity; and the failure of Landlord to insist in any one or more instance upon a strict performance of any covenant of this lease agreement or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord.

23. Successors and Assigns

This lease agreement and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to by Landlord.

24. Force Majeure

Landlord shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond Landlord's control which shall include, without limitation, war, war-like operations, invasion, rebellion, hostilities, military or usurped power sabotage or through Acts of God.

25. Notices

A. All notices from Tenant to Landlord required or permitted by any provisions of this lease agreement, shall be directed to Landlord at
with a copy to

B. All notices from Landlord to Tenant so required or permitted shall be directed as follows, namely:

Town Manager
Town Hall
1471 Highland Ave.,
Needham, MA02492

C. Either party may, at any time or from time to time, designate in writing a substitute address for that above set forth, and thereafter notices shall be directed to such substitute address.

26. Estoppel Certificates

Tenant shall, from time to time, upon not less than ten (10) days' prior written request by Landlord execute, acknowledge and deliver to Landlord a written statement certifying that this lease agreement is unmodified and in full force and effect (or that same is in full force and effect as modified, listing the instruments of modification), the dates to which the rent and other charges have been paid, and whether or not to the best of Tenant's knowledge Landlord is in default hereunder (and if so, specifying the nature of the default), it being intended that any such statement delivered pursuant to this Paragraph may be relied upon by a prospective purchaser of Landlord's interest or mortgagee of Landlord's interest or assignee of any mortgage Landlord's interest in any underlying lease or in the Office Building or the Office Building Area.

27. Applicable Law

This lease agreement shall be construed under the laws of the Commonwealth of Massachusetts.

28. Captions and Headings

The captions and headings throughout this lease agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation,

construction or meaning of any provision or the scope or intent of this lease agreement nor in any way affect this lease agreement.

29. No Option

The submission of this lease agreement for examination does not constitute a reservation of, or option for, the Premises, and this lease agreement becomes effective as a lease agreement only upon execution and delivery thereof by Landlord and Tenant.

30. Telephone Service.

Tenant shall forward a written request to the appropriate telephone authorities (a copy of which request shall be forwarded to Landlord) for the installation of telephone equipment in the leased premises immediately following the day on which this lease is executed by both Landlord and Tenant. If the telephone company is unable to provide and install the necessary telephone equipment and such delay is not caused by any act or omission of Tenant, then in such event Tenant's obligation to commence the payment of rental shall be deferred until such telephone service has been installed and made operable (which shall be defined as the technical electrical capacity to receive and send telephone calls).

31. Consent to Venue

The Landlord agrees that it shall commence and litigate all actions or proceedings arising in connection with this Agreement exclusively in the Dedham District Court or in the Norfolk Superior Court, both of which are located in the County of Norfolk, Commonwealth of Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of the Landlord commencing or prosecuting any litigation against the Tenant, with respect to or arising out of this Agreement, in any court or forum other than those specified in this paragraph. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial.

In Witness Whereof, the parties hereto have executed this lease agreement under their respective seals as of the day and year first above written.

Tenant

Town Manager Town of Needham

Landlord

Dated:

**Materials for March 30, 2017 Meeting
with representatives from the Concerned Citizens of Needham Group**

Contents

- 1) Presentation Slides
- 2) Map of different routes
- 3) Map density analysis
- 4) Health Summary of EMF risks by Dr. Steven Brunelli
- 5) Summary of how different states approach high voltage power line risks
- 6) Summary of significant scoring errors by Eversource



CONCERNED CITIZENS OF NEEDHAM

Meeting with Town Officials Regarding Eversource's West
Roxbury to Needham Reliability Project

Agenda

Introductions

Our Primary Concerns

Petition

Questions for the Town

Open Discussion – How Can we Help?

While we have many concerns about this project, our primary concern is health and safety

▶ Not all EMFs are the Same

- ▶ Several studies have included only these weak household EMFs and found no association with cancer. Unfortunately, these results have been misconstrued to mean that no EMFs (including the much stronger EMFs from high voltage power lines) cause cancer.

▶ Causation isn't what you think

- ▶ For a study to say that EMFs cause cancer, they have to be 95% sure that their findings are not due to chance.
- ▶ Importantly, for a study to be negative one does not need to be 95% sure that the two things are unrelated.
 - ▶ Example study by Pederson: Often cited that EMFs don't cause cancer; but showed a 76% increase in incidence – just not at 95% confidence level

▶ Individual Studies are Small and uncertain – so meta studies are used

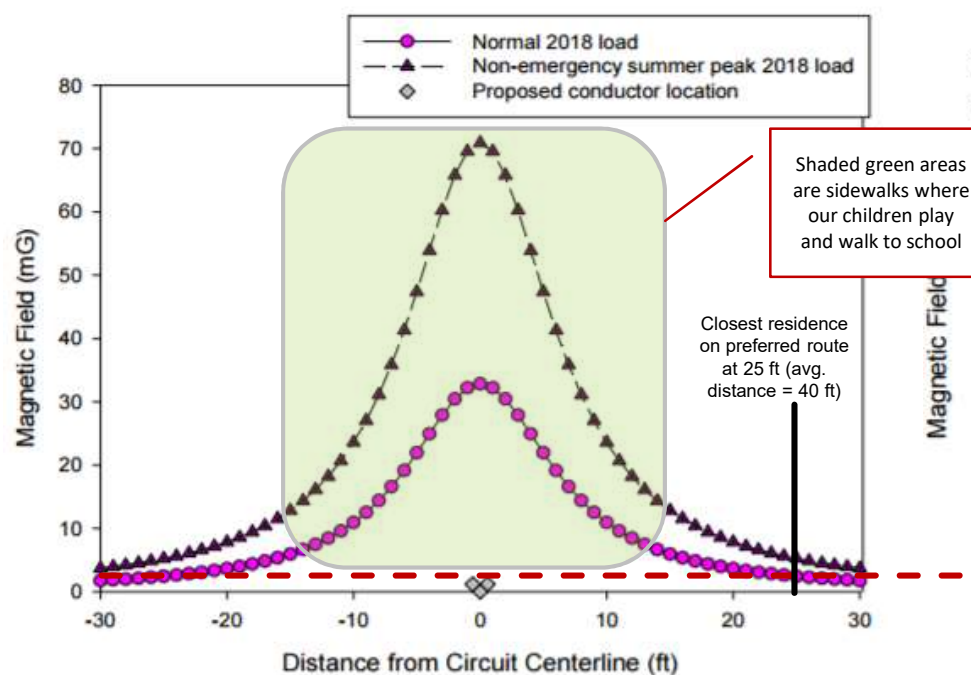
- ▶ In fact, over the years, scientists have done this 4 times find that (high voltage power line strength) EMFs are associated with:
 - ▶ 70% greater risk of childhood leukemia
 - ▶ double the risk of childhood leukemia
 - ▶ 68% greater risk of cancers of the brain and nervous system
 - ▶ 44% greater risk of childhood leukemia 10

Summary of a few of the studies that show health impacts from EMF radiation

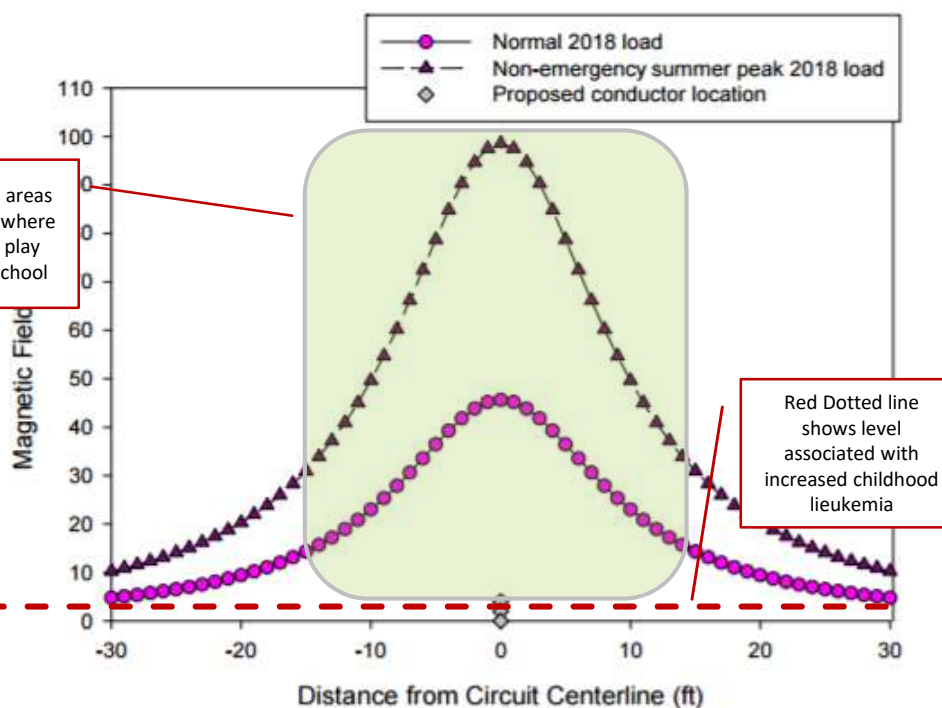
Health Impact	Study	Key Findings
Childhood Leukemia	Ahlbom A, Day N, Feychting M, et al. A pooled analysis of magnetic fields and childhood leukaemia. <i>British Journal of Cancer</i> 2000; 83(5):692-698	A pooled analysis of nine studies reported a twofold increase in risk of childhood leukemia among children with exposures of 0.4 μ T or higher.
Childhood Leukemia	Greenland S, Sheppard AR, Kaune WT, Poole C, Kelsh MA. A pooled analysis of magnetic fields, wire codes, and childhood leukemia. Childhood Leukemia-EMF Study Group. <i>Epidemiology</i> 2000; 11(6):624-634	A meta-analysis of 15 studies observed a 1.7-fold increase in childhood leukemia among children with exposures of 0.3 μ T or higher
Childhood Leukemia	Greenland S, Sheppard AR, Kaune WT, Poole C, Kelsh MA. A pooled analysis of magnetic fields, wire codes, and childhood leukemia. Childhood Leukemia-EMF Study Group. <i>Epidemiology</i> 2000; 11(6):624-634	A pooled analysis of seven studies published after 2000 reported a 1.4-fold increase in childhood leukemia among children with exposures of 0.3 μ T or higher
Breast Cancer	Feychting, M., Forssen, U., Rutqvist, L., & Ahlbom, A. (1998). Magnetic fields and breast cancer in Swedish adults residing near high-voltage power lines. <i>Epidemiology</i> , 9, 392–397. Kliukiene J, Tynes T, Anderson A (2003). Follow-up of radio and telegraph operators with exposure to electromagnetic fields and risk of breast cancer. <i>Eur J Cancer Prev</i> , 12:301-307.	Studies of residential and occupational EMF exposure found a 60 percent increase in breast cancer risk among women of all ages living near high-voltage power lines. Occupational exposure also increased risk, but not as noticeably as residential exposure. Women younger than age 50 who were exposed to EMF both at home and at work had a modest increase in risk of breast cancer
Breast Cancer	Girgert, R., Emons, G., Hanf, V., & Grundker, C. (2009). Exposure of MCF-7 breast cancer cells to electromagnetic fields up-regulates the plasminogen activator system. <i>Int J Gynecol Cancer</i> , 19, 334–338.	In an in vitro cell system, EMF exposure of human breast tumor (MCF-7) cells led to an activation of genes that have been associated with the induction of metastasis in breast cancer cells

How do the levels in these studies relate to the EMF levels in the proposed project?

EMFs of Underground Line in Needham



EMFs at Manhole Locations



Of other concern: what is the impact of moving in and out of high levels of EMF's? For children playing around 70 mg for a few hours? Answer: unknown

Needham cannot take the chance on creating risk at our schools

We must remember our history with environmental risks at schools



Pollard renovation work was halted and the town spent a lot of \$ remedying the situation – while the 6th grade class had to be relocated

Many other states and countries mandate that new high voltage lines be kept significantly away from schools



California, Connecticut, Iowa, Spain, Italy, Australia, France, Norway, and more....

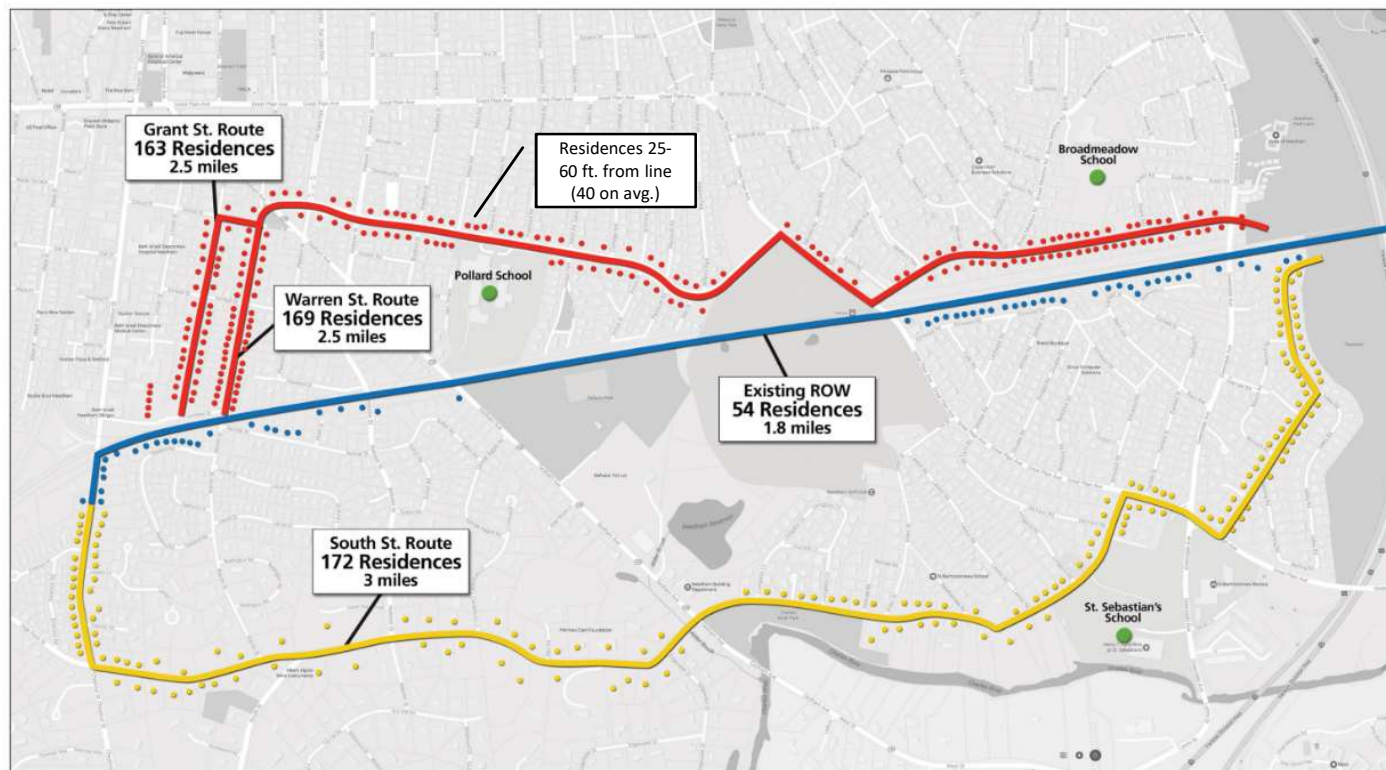
We are on our own as a town if anything goes wrong with these schools in the future



Eversource has stated in writing that there will be no indemnification for any issues caused by EMF

Route selection did not take into account public health, but rather short term impacts

Residence View



Preferred Route: 66.4 residences per mile avg. 40 ft from line

Alternate Route: 57.3 residences per mile 40 - 200 ft from line

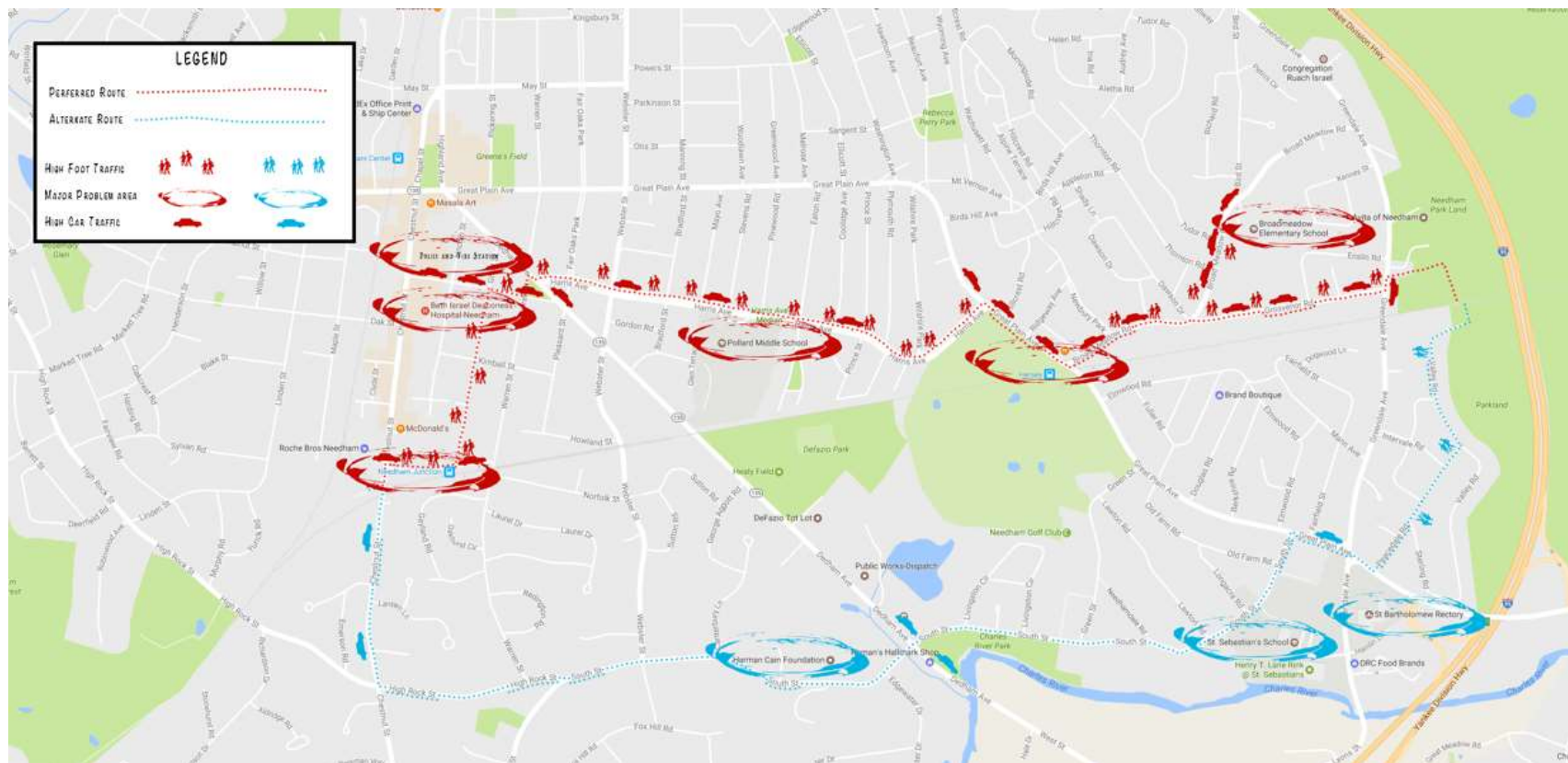
ROW: 30 residences per mile

Comparison: Residences and Distances for Various Proposed Routes
Eversource West Roxbury-Needham Reliability Project

Prepared by David Minard

Route selection did not take into account public health, but rather short term impacts

Walking Traffic View



Other Concerning Considerations

- ▶ In their responses to information requests, Eversource cannot quantify the improved reliability for Needham power supply
- ▶ We strongly believe, based on a review, that it has been at least 10 years since the MA EFSB has put an underground line through such densely populated neighborhoods where children play
- ▶ TA #2 appears to have been rejected due to cost, last year Eversource — a company worth 19 billion dollars— made 1 billion dollars profit on 7.5 billion dollars revenue
- ▶ The scoring methodology for routes appears to have several errors in its application

We ask:

- ▶ 1) That the very need and mandate for this project be challenged
- ▶ 2) That alternatives referenced by Eversource that avoid Residential areas be explored (some of which avoid Needham altogether)
- ▶ 3) That routes by Needham schools and the walkways our children use everyday be excluded from all consideration



**As of Tues 3/27,
380 Needham
residents have
signed a petition
to this effect
(growing ~100
per week)**

Residential Impact of Needham Routes

“Preferred” Needham Route *via Chestnut, Junction, Grant or Warren, School, Harris, Great Plain, Broadmeadow, Grosvenor & Greendale Streets*

Via GRANT ST

Grant 33

Total: 163 residences

via WARREN ST

Warren 39

Total: 169 residences

Underground Distance: 2.5 miles

Residential Density: 66.4 residential dwellings per mile

Distance from center of the street: Most residences on the “Preferred” Needham Route are on average 40 feet from the center of the street.

Sidewalks: All houses have sidewalks where children play and walk. Many sidewalks are used by commuters walking to Hersey & Junction train stations & walkers to Pollard.

Schools: This route goes past Pollard Middle School and nearby Broadmeadow Elementary School where there are approximately 1700 students, teachers & staff who are in the schools 35-40 hours a week, with many students walking to the schools.

“Alternate” Needham Route *via Valley Road, Peacedale, Great Plain, South, and High Rock Streets*

Valley Road 25

Peacedale 24

Great Plain 11

South 64 (No sidewalks)

High Rock 18 (No sidewalks)

Chestnut 30

Total: 172 residences

Underground Distance: 3 miles

Residential Density: 57.3 residential dwellings per mile

Distance from center of the street: Alternate Route residences range from 40-200 feet from the center of the street.

Sidewalks: Residences with sidewalks: 91; Residences without sidewalks: 82

Schools: This route is near St. Sebastian’s School, 375 students

Residences along MBTA-Eversource Right of way **Total: 54**

Above or Underground Distance: 1.6 miles

Residential Density: 30 residential dwellings per mile along the Edison/Eversource Easement ROW

High Voltage Power Lines Running by Schools: Carcinogenic? Safe? Wise?

Needham's Selectman are currently considering a proposal from Eversource that would install a new high voltage power line through town. In the route proposed, the line would run down Harris Avenue, directly in front of Pollard Middle School.

High voltage power lines emit electromagnetic fields (EMFs), which some research indicates may cause cancer in children: leukemia, brain tumors and lymphoma. Since almost all children in Needham attend Pollard for two years, we must consider carefully whether the high voltage power lines and the EMFs that accompany them are safe.

As I will describe, the story is a complex one, one with many more chapters to be written. As you read it, I recommend reading with the following two questions in mind: *what do we know for sure? if we're not sure, what is the best course of action?*

The first report of a link between EMF and power lines came in 1979. Drs. Wertheimer and Leeper noted that **children in Colorado who lived near electric power lines had an excess risk of childhood leukemia** compared to Colorado children who did not.¹

Since that time, dozens of studies have been published. Many (including at least 18 studies done in 9 different countries) have confirmed a link. Others have not. So, why the uncertainty?

1. *Not all EMFs are the same.*

Just as EMFs can be generated by high voltage power lines, they too can be generated by other electric currents such as household wiring, household appliances. The key difference is that **high voltage power lines create much stronger EMFs** than these domestic sources.² Several studies have included only these weak household EMFs and found no association with cancer.

Unfortunately, **these results have been misconstrued** to mean that no EMFs (including the much stronger EMFs from high voltage power lines) cause cancer.

2. *Causation isn't what you think.*

In science, to prove two things are related, you must demonstrate this with 95% certainty. In other words, for scientists **to say that EMFs cause cancer, they have to be 95% sure that their findings are not due to chance**. This is obviously a high bar (although nonetheless, many studies have shown just this).

Anything short of this is considered "statistically insignificant", in other words a negative study. Importantly, **for a study to be negative one does not need to be 95% sure that the two things are unrelated**. In fact, one can be 80, 85, even 90% sure that the two things are related and still have a "negative" study, just so long as one isn't 95% sure that they are.

Take for example the study by Pederson.³ The study has been offered as evidence that EMFs do not cause cancer based on the authors finding "a non-significant OR [odds ratio] of 1.76."⁴ Here is that statement translated from jargon to English: **our most educated guess is that EMFs increase risk by 76%** but we are not 95% sure of this. If this sounds suddenly less "negative," it's

not without reason. The story is similar for the study by Crespi⁵ and other purportedly negative studies.

3. Individual studies are small and uncertain.

Fortunately, childhood cancer is rare. Unfortunately, studies of rare diseases are inherently uncertain. This is true of all studies of the link between EMFs and cancer ever done. Bottom line, **you can't hang your hat on any one study.**

When issues like this arise, scientists can **pool data from all studies** to help get more certain.⁶ This is called meta-analysis. In fact, over the years, scientists have done this 4 times find that (high voltage power line strength) **EMFs are associated with:**

- 70% greater risk of childhood leukemia⁷
- double the risk of childhood leukemia⁸
- 68% greater risk of cancers of the brain and nervous system⁹
- 44% greater risk of childhood leukemia¹⁰

To be clear, only two of these four met the 95% certainty benchmark. So, do not take this as proof positive that EMFs cause cancer. But certainly, it is not in any way proof that they do not. In point of fact, **nobody knows for certain if EMFs cause cancer in children:** I don't know, scientists don't know, the power companies don't know, even leading public health authorities don't know.

*"The interpretation of the finding of increased childhood leukemia risk among children with the highest exposures... is **unclear**."*¹¹

-National Cancer Institute

*"magnetic fields are **possibly** carcinogenic to humans"*²

-World Health Organization

The question then becomes **what is the best path forward faced with this uncertainty.** Here one needs to weigh the possible benefits versus the possible risks. And here I would urge caution, recognizing that the stakes are high and that once the decision is made, it is permanent: **there is no do-over.**

I will close then with a cautionary tale taken from the two most analogous studies reported in the medical literature.

In Taiwan, Dr Lee and colleagues in Taiwan studied data from 1979-1988 and found that **communities in which a high voltage electrical line passed by a school** had a 49% higher rate of childhood leukemia.¹² Later, questioning this finding and convinced that electrical transmission had become safer they went back and studied contemporary 1987-1992 and found that, in fact, communities in which a high voltage electrical line passed over a school, **had in fact, 160% greater risk of childhood leukemia.**¹³

Sources

1. Wertheimer N, Leeper E. Electrical wiring configurations and childhood cancer. American Journal of Epidemiology 109: 273-284; 1979
2. World Health Organization International Agency for Research on Cancer. IARC monographs on the evaluation of carcinogenic risks to humans. Vol 80 Non-ionizing radiation, part 1: static and extremely low-frequency (ELF) electric and magnetic fields. IARC Press, Lyon France. 2002

3. Pederson C, et al. Distance from residence to power line and risk of childhood leukemia: a population-based case-control study in Denmark. *Cancer Causes and Control* 25: 171-177; 2014
4. NSTAR Electric Company d/b/a Eversource Energy Energy Facilities Siting Board EFSB 16-02/D.P.U. 16-77 Information Request: **EFSB-MF-13**; January 10, 2017
5. Crespi CM, et al. Childhood leukaemia and distance from power lines in California: a population-based case-control study. *British Journal of Cancer* 115: 122-128; 2016
6. Brunelli SM, et al. Systematic Review and Meta-Analysis. *Oncology Clinical Trials*. Demos Medical, New York. 2010
7. Ahlbom A, et al. A pooled analysis of magnetic fields and childhood leukemia. *British Journal of Cancer* 85: 692-698; 2000
8. Greenland S, et al. A pooled analysis of magnetic fields, wire codes, and childhood leukemia. *Epidemiology* 11: 624-634; 2000
9. Mezei G, et al. Residential magnetic field exposure and childhood brain cancer: a meta-analysis. *Epidemiology* 19: 424-430; 2008
10. Kheifets L, et al. Pooled analysis of recent studies on magnetic fields and childhood leukemia. *British Journal of Cancer* 103: 1128-1135; 2010
11. <https://www.cancer.gov/about-cancer/causes-prevention/risk/radiation/electromagnetic-fields-fact-sheet>; accessed 17-Jan-2017
12. Lee RS, Lee WC. Risk of childhood leukemia in areas passed by high power lines. *Review of Environmental Health* 10: 97-103; 1994
13. Lee CY, et al. Risk of leukemia in children living near high voltage transmission lines. *Journal of Occupational and Environmental Medicine* 40: 144-147; 1998

Steven Brunelli, MD, MSCE

Vice President and Medical Director of Health Economics and Outcomes Research
at DaVita Clinical Research

Prior to his current position, Dr. Brunelli was a faculty member at Harvard Medical School and the Brigham and Women's Hospital, where he directed an active clinical research group focusing on chronic kidney disease, pharmacoepidemiology, and pharmacoconomics, and dialysis outcomes epidemiology, as well as the hospital's dialysis service. He has served on the American Society of Nephrology's Dialysis Advisory Group and its Comparative Effectiveness Taskforce. He has published over 70 peer reviewed publications. He serves on editorial boards at the Journal of the American Society of Nephrology and the American Journal of Kidney Diseases. Dr. Brunelli completed his Bachelors of Science degree at the Massachusetts Institute of Technology (MIT). He completed medical school, internal medicine training, and nephrology specialty training at the University of Pennsylvania. Later, he earned a Master of Science degree in Clinical Epidemiology and served as faculty at University of Pennsylvania.

Transmission Line Setback Restrictions & Guidelines:

Various Countries, States & Locales

Connecticut

<http://www.ct.gov/csc/lib/csc/miscellaneous/otherresources/754bmpfinal.pdf>

State of Connecticut Siting Council. Petition 754-Best management Practices for Electric and Magnetic Fields, February 21, 2014

(Relevant passages marked with a line in the left margin)

Maine

<http://www.maine.gov/mpuc/legislative/Reports/ATTACHMENT%201%20-%2011-30-13.pdf>

EXPONENT for Central Maine Power, Inquiry on Setback Requirements ,
Research to Support Comments

Connecticut: electric transmission lines are to be “contained within an area that provides a buffer zone that protects the public health and safety as determined by the [CSC]. In establishing such buffer zone, the [CSC] shall take into consideration, among other things, residential areas, private or public schools, licenses child day care facilities, licensed youth camps or public playgrounds adjacent to the proposed route

Iowa: restriction on the distance of new transmission lines from any home or other building

Fauquier County, Virginia: Zoning ordinance in 2005 to establish setback requirements for new buildings to be built on lots adjacent to 500-kV transmission lines, based on “public convenience, general welfare, and good zoning practices, consistent with the adopted Comprehensive Plan.

Torrington, Connecticut: No dwelling unit shall be placed within 150 feet of any electric transmission line carrying a voltage greater than 50,000 volts.

Camas, Washington: Setbacks for child intensive locations. One hundred fifty feet from edge of easement for two hundred twenty to two hundred thirty kilovolt line.

Denmark : homes or places where children spend time should not be constructed near to transmission lines and vice versa.

France: establish a zone of prudence when granting permits for new sensitive use buildings (e.g. hospitals, primary schools, kindergartens) near high-voltage infrastructure where exposure may be 1 uT (10mG) or greater

Italy: set limitations for magnetic-field levels from new transmission lines, as follows: In designing new power lines in the neighborhood of children's playgrounds, residential dwellings, school premises, and in areas where people are staying for 4 hours or more per day,

Netherlands: A 2005 policy, which seems not to be binding, recommends that local authorities restrict the building of new homes within a "0.4 μ T" (4mG) zone near power lines. This recommendation was reaffirmed in 2008 and extended to areas of long stay (14-18 hrs per day) and all "sensitive objects" including dwellings, schools, crèches, and house garden paths.

Norway : Norway applies a voluntary precautionary principle if measures to reduce exposure can be taken at reasonable expense and with reasonable consequences to achieve median magnetic field value. The median magnetic field value for homes and day nurseries in major towns or cities is defined as approximately 0.1 μ T (1 mG).

Switzerland : Since 1999, Switzerland has set a precautionary limit called installation limit values for electric transmission lines, transformer stations, and substations for installations in sensitive areas of 1 μ T. (10mG)

New Hampshire Site Evaluation Committee

<https://www.nhsec.nh.gov>

<https://www.nhsec.nh.gov/projects/2014-04/documents/150305mclaren.pdf>

E.M.F and the Health of the Citizens of New Hampshire-submitted by Campbell McLaren, M.D.F.A.C.E.P.

Countries and U.S. states' mitigation policies regarding siting of schools and transmission lines

California: Setback requirements for new schools

Spain: No power-lines near schools.

Sweden: No power-lines near schools.

Australia: Routing of lines away from schools.

Errors from Eversource

1. Impact of Eversource Scoring Methodology

- Weighted Ratio Scores when Chestnut/Great Plain data are allowed to influence the below routes:
Preferred Route: 17.0 (easier route)
Noticed Alternative: 17.8
- Comparing the two routes to each other independent of Chestnut data:
Preferred Route: 21.5
Noticed Alternative: 20.4 (easier route)

Thus, when you actually compare the two routes to each other, the Noticed Alternative Route is the easier route.

The above analysis **does not even include** the below scoring errors.

2. Utility Counts

Preferred Route Dedham Ave thru Junction St			NAR (South St High Rock) South St		
Eversource using Google Earth	In Person	Difference	Eversource using Google Earth	In Person	Difference
27	61	129%	83	64	-23%

Thus, Eversource *grossly* underestimated the number of utilities on the preferred route, and overestimated the number of utilities on the Noticed Alternative Route.

3. Data Errors

- FOUR** different routes relied on scoring with Junction St length = 360 feet. This is clearly an error and yet affected Weighted Ratio Scores to determine the preferred route.



NEEDHAM PUBLIC HEALTH



April 12, 2017

Ms. Patricia M. Carey, CRPR
Director of Park & Recreation, Town of Needham
Public Services Administration Building
500 Dedham Avenue
Needham, MA 02492

Dear Ms. Patricia Carey,

In response to your inquiry about future recreational activities in Rosemary Lake, including sailing, canoeing, and kayaking, the Needham Board of Health and its Public Health Division have no reservations about non-swimming recreational activities occurring in Rosemary Lake. In fact, because recreational activities are so important to the physical fitness and overall wellness needs of Needham residents across the age spectrum, the Board of Health and its Public Health Division strongly support those activities on Rosemary Lake.

The Board of Health's charge is to preserve and protect the health and wellness of Needham and its residents. The Board has long been concerned about the water quality of Rosemary Lake and the potential health impacts that this water would have on individuals if used, in its untreated form, for swimming and bathing. Accidental and brief exposure to the water of Rosemary Lake from the splashing of an oar will not have a deleterious effect on health. Even complete immersion in the water, following a sail boat capsizing for example, is not a threat to an individual's health provided he or she does not linger in the water unnecessarily and appropriately rinses off with soap and water in the bathhouse following immersion.

I am happy to discuss the matter in greater detail if you have questions or concerns.

On behalf of the Needham Board of Health,

Timothy Muir McDonald
Director of Health & Human Services, Town of Needham

CC: Needham Board of Health
Tara Gurge, Assistant Director of Public Health
Christopher Coleman, Assistant Town Manager



THE COMMONWEALTH OF MASSACHUSETTS
The State Reclamation and Mosquito Control Board
NORFOLK COUNTY MOSQUITO CONTROL DISTRICT
61 Endicott Street, Suite 66, Norwood, MA 02062
(781) 762-3681 fax: (781) 769-6436
www.norfolkcountymosquito.org



ROBIN L. CHAPPELL **NORMAN P. JACQUES** **MAUREEN P. MACEachern** **LINDA R. SHEA** **RICHARD J. POLLACK, PhD**
Commissioners

DAVID A. LAWSON
Director

CAROLINE E. HAVILAND
Field Operations Manager

To: Boards of Health

From: David A. Lawson, Director,
 Norfolk County Mosquito Control District

Date: April 3, 2017

Re: Notice of Aerial Larval Control Application

In accordance with 333 CMR 13.04 (7) (a & b), please consider this as notification of the pending aerial application targeting mosquito larvae in the wetlands in the District.

The Norfolk County Mosquito Control District will be conducting helicopter applications of the biorational larvicide Bti (*Bacillus thuringiensis israelensis*) to control mosquito larvae. These applications will be conducted over specific large wetlands in the Towns of:

**Avon/Bellingham/Braintree/Canton/Dedham/Dover/Foxboro/Franklin/Holbrook
Medfield/Medway/Millis/Milton/Needham/Norfolk/Norwood/Plainville/Quincy/
Randolph/Sharon/Stoughton/Walpole/Westwood/Weymouth/Wrentham**

These applications will be conducted for 2 to 4 days, anytime between **April 9, 2017** and **April 28, 2017**. *As always, the weather in the spring is unpredictable. For this reason the District cannot pin down actual application dates with any more accuracy at this time.*

The trade name of the granular formulations of Bti to be used is VectoBac GR (EPA Reg. #73049-486). For further information contact David A. Lawson, Director at (781) 762-3681 or the Boards of Health in the towns listed above. Information is also available on line at www.norfolkcountymosquito.org

Respectfully submitted

TOWN OF NEEDHAM IPM COMMITTEE

March 31, 2017
PSAB: Charles River Room
9:00 – 10 30 AM

AGENDA

1. Review IPM Policies and Plan

- Review/Accept minutes from August meeting

2. Year In Review

- Indoor plan
- Outdoor plan (submitted updates to State 1/23/17, 2/07/17)

3. Looking Ahead

- Insect alerts
- Pesticide usage
 - 1. Review annual usage report
- New products
 - 1. A.D.I.O.S
 - 2. Flight Control Plus
 - 3. Grub Gone

4. Misc. Topics

Baseball skins
Bees (Schools)
Foam marker
Mice
Beavers

**NEEDHAM INTEGRATED PEST MANAGEMENT (IPM)
COMMITTEE MEETING**

August 3, 2016

MINUTES

PRESENT:

- Patty Carey, Director of Parks and Recreation
- Kate Fitzpatrick, Town Manager
- Chip Laffey, Director of Public Facilities-Operations
- Richard Merson, Director of Public Works
- Timothy McDonald, Director of Public Health
- Edward Olsen, Superintendent of Parks & Forestry
- Matthew Varrell, Director of Conservation

CONVENE: **9:00 a.m. – Public Services Administration Building (PSAB)
500 Dedham Avenue, Needham MA 02492**

DISCUSSION:

Call To Order – Ed Olsen chairs the meeting, and called the meeting to order. He reminded those in attendance that this is a public meeting. Minutes from March 4, 2016 are approved as written.

Year in Review: For the Integrated Pest Management Committee, brief meetings in spring and late summer will be the schedule; this seems to work well for all participating departments and aligns with the pest management schedule/season. A second application of white grub control was applied to fields this summer. This method of treatment is safe, effective and environmentally friendly.

New Items: Mr. Olsen said there will soon be a bid opening following a competitive procurement for an all organic fertilizer called “Grub-Be-Gone”. This will be applied on the school grounds only, as it five times more expensive than the current product. Needham’s parks will still use (acelepryn).

A.D.I.O.S. is virtually equivalent to table salt and will be used as part of a proposed pilot program on non-school baseball diamonds and at Carol Brewster on growth of invasive Japanese Knotwood.

Mr. Varrell mentioned the issue with algae control at Walker Pond. He noted that neighbors are concerned about the pond; Mr. Varrell and Mr. Olsen discussed ways to limit phosphorous use

(and the associated runoff) in the drainage basin of the pond.

Geese Control: Chris Murphy, owner of Atlantic Goose Management, said that spraying is most effective method for geese control. Other methods of control—primarily hazing the geese with warning shots and whistles or with dogs—are methods of temporarily disrupting the geese but it does little to effect the imprinting, which is basically the geese’ association of the location as a prime venue that has a food source (grass) in close proximity to a body of water.

That pairing—a good open grass field in close proximity to a body of water—is particularly attractive to geese. The locations in Needham which are most affected by geese are:

- Walker Pond with Walker Field;
- Rosemary Pond with Memorial Field;
- Reservoir with DeFazio Field; and
- Charles River and a number of parks, fields, and trails.

To break the geese’ imprinting, they need to associate the feed locations (the fields) as unattractive or unhealthy. That is where the product Flight Control Plus comes in. Flight Control Plus is a pesticide that functions by coating the grass and creating an unpalatable taste that also causes, for lack of a better description, gastro-intestinal distress in the geese. After a few incidents, the geese learn to associate that location as unhealthy and will move on to other areas.

Flight Control Plus is a pesticide that must be put down by a licensed applicator; it is EPA tested and approved but does come with a caution label. Town Manager Kate Fitzpatrick (I think) asked whether the Town uses any other pesticides that include a caution label. Mr. Olsen and Mr. Varrell responded by noting that Conserve has a caution label, as does the bee & hornet spray, and the (exceliprim).

A question was asked of Mr. Murphy about what other towns or organizations use the Flight Control Plus product? Mr. Murphy responded that the Town of Danvers uses it on parks and fields, Cambridge’s Water Department uses it in and around the watershed of the reservoir in Waltham, that both Bentley and Brandeis Universities use the product, as does the Town of Hingham along its waterfront.

While the Town considers longer-range plans, Mr. Olsen asked the IPM Committee members about a pilot program that would apply treatment to a small area of a field and would combine that pesticide application with contracted dog-based hazing (from Atlantic Goose Management). The IPM Committee was supportive of that plan.

The meeting concluded at 10:14 a.m.

Town of Needham
Integrated Pest Management Committee
2017

Timothy McDonald, Health Director

Patricia Carey, Park and Recreation Director

Kate Fitzpatrick, Town Manager

Barbara Singer, Director of Health Services- School Dept.

Carys Lustig, Acting Director Public Facilities Dept.

Edward Olsen, Supt. of Parks and Forestry Div.

Richard P. Merson, Director of Public Works

John Gallelo, Memorial Park Trustee

Matt Varrell, Conservation Commission Agent

Compliance Guidance
(Use with checklist on reverse side)
For details www.mass.gov/agr/ipm/

#1. Indoor IPM plan ?	Each school, daycare center & school age childcare program must develop and submit indoor IPM-Plans. The indoor plan must be updated and resubmitted at least annually.
#2. Outdoor IPM plan ?	Each school, daycare center & school age childcare program must develop and submit outdoor IPM-Plans.
#3 Licensed pesticide applicators ?	Only those with a valid Massachusetts pesticide applicator license/certification can legally apply pesticides on school property. Ask to see the license or call 617-626-1776 to check the license status of a pesticide applicator.
#4. Pesticides allowed for use indoors by the law.	• Anti-microbial pesticides (such as bleach); • The following pesticides if placed in areas inaccessible to children and the general public: - Rodenticides placed in tamper resistant bait stations; - Ready-to-use dust, powder or gel formulations of insecticide; - Insecticidal baits placed in tamper resistant bait stations • Termiticides used only in the presence of an active termite infestation and when non-chemical pesticide alternatives have been determined to be ineffective; and • Pesticides classified by the United States Environmental Protection Agency as exempt materials under 40 CFR 152.25. (25B exempt products [such as mint oil])
#5. Pesticides prohibited for outdoor use by the law.	• Pesticides classified by the Environmental Protection Agency as <i>Known, Likely or Probable Human Carcinogens</i> • Pesticides containing <i>List 1 Inerts Ingredients of Toxicological Concern</i>.
#6 Outdoor use pesticides listed within outdoor IPM-Plan	Any pesticide intended for use on the schools exterior and/or grounds must be listed within the outdoor IPM-Plan by: • Product name • EPA Registration number • Active ingredient Any pesticide product not listed in this manner, cannot be used until the outdoor IPM-Plan is amended and resubmitted to include the above product information.
#7. Standard Written Notification Requirements.	Students, staff and parents <i>must receive</i> Standard Written Notification at least <i>2 working days prior</i> to any outdoor pesticide application. The Standard Written Notification must include the following: - Completed Standard Written Notification Form - Pesticide Bureau Consumer Information Bulletin - Pesticide Specific fact sheet from EXTOWNET:
#8. Posting of Approved Signage ?	The law requires posting of warning signs for any outdoor use of pesticides on school property. This applies even when school classes will not be scheduled for at least five consecutive days after any application. The warning signs shall be posted immediately prior to the application and shall remain posted for 72 hours after any turf application. Other outdoor pesticide applications must also have signs posted. The school must post the Standard Written Notification Form in a central location for 72 hours.
# 9. Record Keeping ?	Every school, daycare and school age childcare program must keep a record of all pesticide applications for a minimum of 5 years.
# 10. Emergency Waiver Usage?	An Emergency Waiver for a pesticide application can be granted by the local Board of Health in the event that a pest problem poses an <u>immediate threat to human health and where there are no viable alternatives to rectify the problem</u>. The waiver allows schools/ daycares to waive the <u>initial</u> (2 working day) Standard Written Notification requirement. NOTE: Notification must be sent home to parents, students & staff <u>immediately following</u> the application for which the Emergency Waiver was granted.

**Compliance Checklist for the
Children's and Families' Protection Act**

See reverse side for guidance

For more details: www.mass.gov/agr/ipm

NO.	ITEM	YES/NO	REMARKS
#1	Have you submitted your Indoor IPM plan?	Yes	3/09/17
#2	Have you submitted your Outdoor IPM plan?	Yes	1/23/17 2/7/17
#3	Do individuals who apply pesticides on the school property hold valid pesticide licenses?	Yes	
#4	For indoor pest control, does the school only use those pesticides allowed by law such as baits, gels and dusts?	Yes	
#5	The school does not use pesticides that are prohibited by the law	Yes	
#6	The school lists all pesticides intended for outdoor use within the outdoor IPM-Plan.	Yes	
#7	Does the school ensure that Standard Written Notifications are received by students, parents and staff at least two working days before pesticides are used outdoors?	Yes	
#8	Does the school post approved signage in conspicuous areas?	Yes	
#9	Does the school keep records of all pesticide use for 5 years?	Yes	
#10	Are you aware of the emergency waiver mechanism?	Yes	



MASSACHUSETTS DEPARTMENT OF AGRICULTURAL RESOURCES
Division of Crop and Pest Services
251 Causeway ST, 5th FL
Boston, MA 02114-2151

2016 Massachusetts Pesticide Use Report

Failure to submit this report will result in loss of eligibility for renewal of your license. Each certified or licensed pesticide applicator is accountable for the submission of their Pesticide Use Report. The timely submission of this Report is a requirement for maintaining an applicator's certification or licensing status.

This report must be submitted by May 1, 2017

Please be sure to provide all necessary information in the spaces provided. Photocopy the form as needed or download extra forms from the Department's website: www.mass.gov/eea/agencies/agr/pesticides/.

(1) Company or Farm Information

Name: <u>Town of NEEDHAM</u>	Phone (781) <u>455-7650</u>
Address: <u>500 Dedham Ave</u>	Suite/Unit/Apt:
City: <u>Needham</u>	State: <u>MA</u> Zip: <u>02492</u>

(2) Acreage Under Production: List the Total Agricultural Acreage.

(See instructions)

(3) Applicator Information: List all applicators whose 2016 pesticide applications are covered by this Report. Indicate their certification / license number. Include seasonal and part time employees. Use additional sheets if necessary. - include company name and location on each new sheet.

Applicator Information	
Name	License Number
Kevin Naughton	16705
Ed Olsen	28723
Mike Logan	25426
John Boyle	28271
Merril Marchand	22541
Bradford Bottomley	12226

Check here to indicate "No Use" during the current reporting year.

☐

If you had "No Use" during the current reporting year, you need only to complete the front section.

[illegible]

grub GONE!® G

BIOLOGICAL INSECT CONTROL



Biological Insecticide Granule Controls Annual White Grubs in Turf and Ornamentals

ACTIVE INGREDIENT: *Bacillus thuringiensis* subsp. *galleriae*, Strain SDS-502 fermentation solids, spores and insecticidal toxins*9.0% w/w
OTHER INGREDIENTS: 91.0% w/w
TOTAL: 100.0% w/w

*Contains a minimum of 1×10^9 CFU per gram.

KEEP OUT OF REACH OF CHILDREN

CAUTION:

EPA Reg. No.: 88347-2

Net Weight: ☐ 10 lb ☐ 40 lb

EPA Est. No.: ☐ 9198-OH-1 or ☐ 9198-OH-2 ☐

Batch Number: _____

FIRST AID

If on skin or clothing:	- Take off contaminated clothing. - Rinse skin immediately with plenty of water for 15-20 minutes. - Call a poison control center or doctor for treatment advice.
If inhaled:	- Move person to fresh air. - If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. - Call a poison control center or doctor for further treatment advice.
If swallowed:	- Call a poison control center or doctor immediately for treatment advice. - Have person sip a glass of water if able to swallow. - Do not induce vomiting unless told to by a poison control center or doctor. - Do not give anything by mouth to an unconscious person.

HOT LINE NUMBER

Have the product container or label with you when calling a poison control center or doctor, or when going for treatment. For non-emergency information concerning this product, call the National Pesticide Information Center (NPIC) at 1-800-858-7378, Monday through Friday, 8:00 am to 12:00 pm Pacific Time (NPIC Web site: www.npic.orst.edu). For emergencies, call your poison control center at 1-800-222-1222.

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION

Harmful if absorbed through the skin, inhaled, or swallowed. Avoid contact with skin, eyes, or clothing and breathing dust. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove and wash contaminated clothing before reuse.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Applicators and handlers must wear:

- Long-sleeved shirt and long pants
- Waterproof gloves
- Shoes plus socks
- A NIOSH-approved particulate respirator with any R or P filter with NIOSH approval number prefix TC-84A; or a NIOSH-approved powered air purifying respirator with an HE filter with NIOSH approval number prefix TC-21C. (Repeated exposure to high concentrations of microbial proteins can cause allergic sensitization.)

Follow the manufacturer's instructions for cleaning/maintaining PPE. If no such instructions are available for washables, use detergent and hot water. Keep and wash PPE separately from laundry.

USER SAFETY RECOMMENDATIONS

Users should:

- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS

For terrestrial uses: Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters or rinsate.

No manual application can be made within 300 feet of any threatened or endangered Lepidoptera or Coleoptera.

Manufactured for
Phyllom BioProducts
 Protecting Forests, Farms and Landscapes®



Phyllom BioProducts Corp.
 494 Lake Park Avenue, 23
 Oakland, CA 94610
 Tel: (510) 322-5000
 E-mail: products@phyllom.com

Target the pest!

2/8/16-2

grubGONE!® G

BIOLOGICAL
INSECT CONTROL



DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the State or Tribal agency responsible for pesticide regulation. Read the entire label before use.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE) and restricted-entry interval. The requirements in this box apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted-entry interval (REI) of 4 hours.

PPE required for early entry to treated areas (that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water) is:

- Coveralls
- Waterproof gloves
- Shoes plus socks

NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard (WPS) for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

Keep children and pets out of treated areas until dusts have settled.

grubGONE!® G is for control of annual white grubs in landscape and recreational turf grasses and ornamental plants and to prevent their damage. Use sites include golf courses, residential lawns, commercial grounds (e.g., office and shopping complexes and airports), parks, schools, playgrounds, athletic fields, day care facilities, pet care facilities, cemeteries, sod farms, interior plantscapes, greenhouses, nurseries, fields, and other turf grass-covered or landscape ornamental-planted areas.

PRODUCT USE INFORMATION

grubGONE!® G is a broad-spectrum biological insecticide. When applied at label rates, it is active against annual white grubs of the Annual bluegrass weevil (*Listronotus maculicollis*), Asiatic garden beetle (*Maladera castanea*), European chafer (*Rhizotrogus majalis*), green June beetle (*Cotinis nitida*), Japanese beetle (*Popillia japonica*), May or June beetle (*Phyllophaga* sp.), northern masked chafer (*Cyclocephala borealis*), oriental beetle (*Anomala orientalis*) and southern masked chafer (*Cyclocephala lurida*). Rainfall or irrigation causes the active ingredient of **grubGONE!® G**, *Bacillus thuringiensis* (Bt) subspecies *galleriae* strain SDS-502, to be released from the granule. Once released, Bt subspecies *galleriae* strain SDS-502 is carried into the soil and root zone of turf and ornamentals. In the soil, **grubGONE!® G** will control annual white grubs upon ingestion of Bt subspecies *galleriae* strain SDS-502. Insect mortality varies with larval size (instar), grub species, and dose of active ingredient consumed.

RESISTANCE MANAGEMENT

grubGONE!® G is a biological insecticide (Group 11 Insecticide) that is not known to be cross-resistant to any other class of insecticide. However, insect pests are known to develop resistance to pesticide products used repeatedly. Because resistance development cannot be predicted, the use of **grubGONE!® G** should conform to sound resistance management strategies established for the crop and use area. Strategies should include rotation of treatments with different modes of action, limitation of the number of successive generations of the target insect pest being treated with the same compound, and adherence to label directions for use.

Consult your local pest control advisor or extension office for additional methods for preventing resistance development. Phyllom BioProducts Corp. encourages responsible product stewardship to ensure effective long-term control of the insect pests on this label.

APPLICATION TO TURF GRASS

Sites of Application: **grubGONE!® G** can be used for applications to landscape and recreational turf grasses found in, on and/or adjacent to golf courses (e.g., greens, tees, collars, roughs, and fairways), residential lawns, commercial grounds (e.g., office and shopping complexes and airports), parks, schools, playgrounds, athletic fields, day care facilities, pet care facilities, cemeteries, sod farms, and other turf grass-covered areas.

grubGONE!® G is not phytotoxic and can be used on all turf grass species.

Restriction: Do not apply more than 6 lb 14 oz of **grubGONE!® G** per 1,000 sq ft of turf grass per year (equivalent to 300 pounds of **grubGONE!® G** per acre of turf grass per year).

Application Methods: Apply **grubGONE!® G** as a broadcast application to turf grass for control of targeted insect pests and to prevent their damage to turf grasses. With calibrated granular equipment, uniformly broadcast **grubGONE!® G** over the area being treated. Maintain adequate soil moisture before and after application for optimum control of insect pests and healthy turf grass growth. Excessively wet or dry conditions may impact the performance of **grubGONE!® G** against annual white grubs. **grubGONE!® G** must move to the site of insect pest infestation, such as in the root zone of the host plant. Sprinkler irrigation of about 0.5 in or moderate rainfall shortly after application improves performance for all applications by moving **grubGONE!® G** into the root zone where annual white grubs feed. Do not mow the turf until the treated area has been irrigated or moderate rainfall has occurred so that granules are not removed from the treated area.

grubGONE!® G

BIOLOGICAL INSECT CONTROL



Spreader Settings for grubGONE!® G: Spreader settings are influenced by factors such as speed, equipment wear, and condition of spreader, but mainly by the type or brand of spreader. Use the adjustment chart provided with the kind of spreader used as a guide in establishing accurate calibration of your spreader and to properly apply grubGONE!® G at label rates. Spreaders may also be calibrated by collecting deposited granules on a plastic sheet and comparing the amount of grubGONE!® G applied on a given area with spreader adjustment settings.

Application Timing: grubGONE!® G is effective when applied at label rates (see table directly below) to control annual white grubs and prevent their damage to turf. To control annual white grubs, apply grubGONE!® G when target insects are present. For optimum annual white grub control, apply grubGONE!® G from peak adult flight through peak egg hatch of the primary insect species being targeted. For specific information about developmental stages of the target insect pest, associated damage, and action thresholds to properly time applications, consult with your State Cooperative Extension Service.

Insect Pests	Application Timing of grubGONE!® G to Turf Grass	Application Rate of grubGONE!® G to Turf Grass
Larvae (annual white grubs) of: Annual bluegrass weevil (<i>Listronotus maculicollis</i>) Asiatic garden beetle (<i>Maladera castanea</i>) European chafer (<i>Rhizotrogus majalis</i>) Green June beetle (<i>Cotinis nitida</i>) Japanese beetle (<i>Popillia japonica</i>) May or June beetle (<i>Phyllophaga</i> sp.) Northern masked chafer (<i>Cyclocephala borealis</i>) Oriental beetle (<i>Anomala orientalis</i>) Southern masked chafer (<i>Cyclocephala lurida</i>)	Apply when insects of the insect species being targeted are present. For optimum control, apply from peak adult flight to peak egg hatch of the primary insect species being targeted. Additional applications may be made no earlier than 7 days after the preceding application as long as the annual maximum restriction on grubGONE!® G used (i.e., 6 lb 14 oz per 1,000 sq ft (equivalent to 300 pounds per acre)) is not exceeded.	Apply 2 lb 5 oz to 3 lb 7 oz of grubGONE!® G per 1,000 sq ft of turf grass (equivalent to 100 to 150 pounds of grubGONE!® G per acre of turf grass).

Note: For turf grass with heavy thatch (more than 0.75 in), use the higher rates within the specified rate range.

APPLICATION TO LANDSCAPE ORNAMENTAL PLANTS

Sites of Application: grubGONE!® G can be used for applications to landscape ornamental plants found in, on and/or adjacent to residential plantings, commercial grounds (e.g., office and shopping complexes and airports), parks, schools, playgrounds, athletic fields, day care facilities, pet care facilities, cemeteries, and other landscape ornamental-planted areas.

grubGONE!® G is not phytotoxic and can be used on all turf grass species.

Restriction: Do not apply more than 6 lb 14 oz of grubGONE!® G per 1,000 sq ft of turf grass per year (equivalent to 300 pounds of grubGONE!® G per acre of turf grass per year).

Application Methods: Apply grubGONE!® G as a broadcast application to soil for control of targeted insect pests and to prevent damage to ornamental plants. With calibrated granular equipment, uniformly broadcast grubGONE!® G over the soil in the area being treated. Use the adjustment chart provided with the kind of spreader used as a guide in establishing accurate calibration of your spreader and to properly apply grubGONE!® G at label rates. Maintain adequate soil moisture before and after application for optimum control of insect pests and healthy ornamental plant growth. Excessively wet or dry conditions may impact the performance of grubGONE!® G against annual white grubs. grubGONE!® G must move to the site of insect pest infestation, such as in the root zone of the host plant. Sprinkler irrigation of about 0.5 in or moderate rainfall shortly after application improves performance for all applications by moving grubGONE!® G into the root zone where annual white grubs feed.

Application Timing: grubGONE!® G is effective when applied at label rates (see table directly below) to control annual white grubs and prevent their damage to ornamental plants. To control annual white grubs, apply grubGONE!® G when target insects are present. For optimum annual white grub control, apply grubGONE!® G from peak adult flight through peak egg hatch of the primary insect species being targeted. For specific information about developmental stages of the target insect pest, associated damage, and action thresholds to properly time applications, consult with your State Cooperative Extension Service.

Insect Pests	Application Timing of grubGONE!® G to Landscape Ornamental Plants	Application Rate of grubGONE!® G to Landscape Ornamental Plants
Larvae (annual white grubs) of: Asiatic garden beetle (<i>Maladera castanea</i>) European chafer (<i>Rhizotrogus majalis</i>) Green June beetle (<i>Cotinis nitida</i>) Japanese beetle (<i>Popillia japonica</i>) May or June beetle (<i>Phyllophaga</i> sp.) Northern masked chafer (<i>Cyclocephala borealis</i>) Oriental beetle (<i>Anomala orientalis</i>) Southern masked chafer (<i>Cyclocephala lurida</i>)	Apply when insects of the insect species being targeted are present. For optimum control, apply from peak adult flight to peak egg hatch of the primary insect species being targeted. Additional applications may be made no earlier than 7 days after the preceding application as long as the annual maximum restriction on grubGONE!® G used (i.e., 6 lb 14 oz per 1,000 sq ft (equivalent to 300 pounds per acre)) is not exceeded.	Apply 2 lb 5 oz to 3 lb 7 oz of grubGONE!® G per 1,000 sq ft of landscape ornamental plants (equivalent to 100 to 150 pounds of grubGONE!® G per acre of landscape ornamental plants).

grubGONE!® G

BIOLOGICAL INSECT CONTROL



APPLICATION TO ORNAMENTAL PLANTS GROWN IN NURSERIES, FIELDS, GREENHOUSES OR INTERIOR PLANTSCAPES

Sites of Application: grubGONE!® G can be used for applications to nursery, field, greenhouse, or interior plantscape grown ornamental plants. The plants may be field or container grown.

grubGONE!® G is not phytotoxic and can be used on all ornamental species.

Restriction: Do not apply more than 6 lb 14 oz of grubGONE!® G per 1,000 sq ft of ornamental plants grown in nurseries, fields, greenhouses, or interior plantscapes per year (equivalent to 300 pounds of grubGONE!® G per acre of ornamental plants grown in nurseries, fields, greenhouses, or interior plantscapes per year).

Application Methods: If the plants are in large numbers of closely grouped pots or in the field, it may be possible to use a granular applicator followed by watering in with about 0.5 in water applied with overhead sprinklers. If there are individual pots, use 0.42 to 0.55 oz of grubGONE!® G per 10 sq ft of combined surface area of the closely arranged containers. For individual planting pots or plant containers, the area of a pot surface is $\pi (r)^2$, where π is 3.142 and r is the radius or half the diameter. For example, a 12 in diameter pot surface is 113 sq in, which is about 0.8 sq ft. At the higher rate of grubGONE!® G application, the application rate is then 0.04 oz. grubGONE!® G must then be watered in as described earlier in this paragraph; do not drench, as excessive watering may reduce the effectiveness of grubGONE!® G.

Application Timing: grubGONE!® G is effective when applied at label rates (see table directly below) to control annual white grubs and prevent their damage. To control annual white grubs, apply grubGONE!® G when target insects are present. For optimum annual white grub control, apply grubGONE!® G from peak adult flight through peak egg hatch of the primary insect species being targeted. For specific information about developmental stages of the target insect pest, associated damage, and action thresholds to properly time applications, consult with your State Cooperative Extension Service.

Insect Pests	Application Timing of grubGONE!® G for Ornamental Plants Grown in Nurseries, Fields, Greenhouses, or Interior Plantscapes	Application Rate of grubGONE!® G for Ornamental Plants Grown in Nurseries, Fields, Greenhouses, or Interior Plantscapes
Larvae (annual white grubs) of: Asiatic garden beetle (<i>Maladera castanea</i>) European chafer (<i>Rhizotrogus majalis</i>) Green June beetle (<i>Cotinis nitida</i>) Japanese beetle (<i>Popillia japonica</i>) May or June beetle (<i>Phyllophaga</i> sp.) Northern masked chafer (<i>Cyclocephala borealis</i>) Oriental beetle (<i>Anomala orientalis</i>) Southern masked chafer (<i>Cyclocephala lurida</i>)	Apply when insects of the insect species being targeted are present. For optimum control, apply from peak adult flight to peak egg hatch of the primary insect species being targeted. Additional applications may be made no earlier than 7 days after the preceding application as long as the annual maximum restriction on grubGONE!® G used (i.e., 6 lb 14 oz per 1,000 sq ft (equivalent to 300 pounds per acre)) is not exceeded.	Apply 2 lb 5 oz to 3 lb 7 oz of grubGONE!® G per 1,000 sq ft of ornamental plants (equivalent to 100 to 150 pounds of grubGONE!® G per acre of ornamental plants). For individual plant containers, measure the soil surface area, apply grubGONE!® G at a proportional rate equivalent to that listed above, and water in to disperse the product into the soil substrate.

STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage or disposal.

PESTICIDE STORAGE	Store in a cool, dry place inaccessible to children.
PESTICIDE DISPOSAL	Wastes resulting from the use of this product must be disposed of on site or at an approved waste disposal facility.
CONTAINER HANDLING	Nonrefillable container. Do not reuse or refill this container. Completely empty bag into application equipment. Then, offer for recycling if available, dispose of empty bag in a sanitary landfill or by incineration or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

WARRANTY AND LIMITATION OF DAMAGES

Phyllom BioProducts Corp. warrants that the material contained in this package conforms to the description on this label and is reasonably fit for the purposes referred to in the directions for use. Timing and method of application, weather, watering practices, nature of soil, the insect problem, condition of the crop, incompatibility with other chemicals not specifically recommended, and other influencing factors in use of this product are beyond the control of the seller. To the extent consistent with applicable law, buyer assumes all risks of use, storage, or handling of this material not in accordance with the directions on this label. To the extent consistent with applicable law, Phyllom BioProducts Corp. makes no other express or implied warranty of the fitness or merchantability of this product.

BOH/ARTICLE 19

LEGAL NOTICE

Notice of Public Hearings

Friday, April 14, 2017

7:00 AM - 9:00 AM

Charles River Room - Public Services
Administration Building
500 Dedham Avenue, Needham MA 02492

The purpose of this Public Hearing is to:

Revise Article 19, Regulation Governing the Practice of Bodywork in Needham. The amendments to the regulation cover licensure, application, and renewal requirements. The regulation shall be considered in Needham in the interest of, and for the preservation of, the public health. This summary shall serve as notice to all.

Comments will be accepted at the public hearing, and will also be accepted through Tuesday, April 11th in writing via electronic or postal mail. Please send comments to healthdepartment@needhamma.gov or to Public Health Department, 1471 Highland Avenue, Needham, MA 02492. A copy of the regulation is available for interested parties to review on the Public Health Department's website at www.needham.gov/health.

AD#13547012

Needham Times 3/23, 3/30/17

Notice of Public Hearings

Friday, April 14, 2017, 7:00 AM - 9:00 AM

Charles River Room - Public Services Administration Building
500 Dedham Avenue, Needham MA 02492

The purpose of this Public Hearing is to: Revise Article 19, Regulation Governing the Practice of Bodywork. The amendments to the regulation cover licensure, application, and renewal requirements. The regulation shall be considered in Needham in the interest of, and for the preservation of, the public health. This summary shall serve as notice to all.

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weekly 3/23/17

Notice of Public Hearings

Friday, April 14, 2017, 7:00 AM - 9:00 AM

Charles River Room - Public Services Administration Building
500 Dedham Avenue, Needham MA 02492

The purpose of this Public Hearing is to: Revise Article 19, Regulation Governing the Practice of Bodywork. The amendments to the regulation cover licensure, application, and renewal requirements. The regulation shall be considered in Needham in the interest of, and for the preservation of, the public health. This summary shall serve as notice to all.

Comments will be accepted at the public hearing, and will also be accepted through Tuesday, April 11th in writing via electronic or postal mail. Please send comments to healthdepartment@needhamma.gov or to Public Health Department, 1471 Highland Avenue, Needham, MA 02492. A copy of the regulation is available for interested parties to review on the Public Health Department's website at www.needham.gov/health.

BOH/ARTICLE 19

LEGAL NOTICE

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AD#13547012

Needham Times 3/23, 3/30/17

Edward Cosgrove

Times 3/16/14

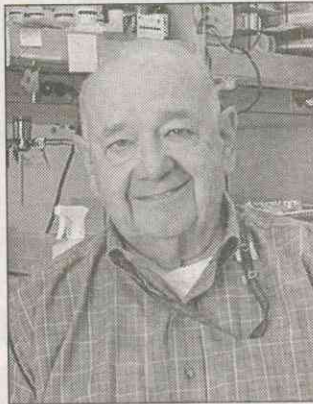
Edward Cosgrove is running for re-election to the Board of Health.

Why are you running?

I want to continue my advocacy for Public Health-related issues in Needham. Specifically, to continue to strengthen the Needham Health Department in the following key areas:

A. Communicable Disease Monitoring and Control to promote community health including the development of focused educational and training programs such as sunscreen, tick borne illnesses such as Lyme Disease and increased awareness about the importance of immunization.

B. The prevention of substance abuse in members of all age groups through education about the dangers of tobacco, cannabis,



Edward Cosgrove is running for the Board of Health. [COURTESY PHOTO/ EDWARD COSGROVE.]

opioids, stimulants and hallucinogens.

C. Outreach and assistance to other town agencies, such as the Council on Aging, in supporting services to the elder population such as nutrition, housing, transportation, elder isolation, mental health promotion and domestic violence

About Edward Cosgrove:

Years in Needham: Has lived in Needham since 1971.

Profession: Recently retired research laboratory administrator in the Cellular and Molecular Cardiology Laboratory at Boston Children's Hospital, but still consults at the hospital on a part-time basis.

Past town involvement: Founding member of the Public Health Museum in Massachusetts, where he served as president for three years and currently serves on the Board of Advisors, member of the Executive Board of the Massachusetts Association of Health Boards, recently appointed to serve on a special legislative commission on regional and local health, Needham Town Meeting member, Board of Health member and a member of the Executive Board of the Council on Aging in Needham.

awareness. Promotion of health for all through a healthy environment.



Environmental Health Agent Tara Gurge is the sole agent for the entire town and has been since she started in 2000. [WICKED LOCAL PHOTO/EMMA R. MURPHY]

Doing it alone

Times 3/9/12

By Emma R. Murphy
emurphy@wickedlocal.com

Environmental Health Agent Tara Gurge does it all. As the lone environmental health agent

for Needham, Gurge is responsible for health inspections, licensing, handling housing and nuisance complaints and more. As her responsibilities grow, so does the need for a second full-time agent.

Town's lone environmental health agent talks flexibility, organization

It is a demanding job that requires organization, dedication and flexibility.

"I've learned to be flexible," Gurge said. "If you keep an open

SEE GURGE, C1

GURGE

From Page A1

mind, don't let it overwhelm you, it'll get done."

Gurge came to the Needham Department of Public Health in 2000 and hasn't looked back.

Faced with a seemingly never-ending list of duties, Gurge has found that the key to success is in the relationships she has built with other departments, towns and the state.

Though Gurge is the only full-time agent, the department brings in another agent from a neighboring town to help with some of the health inspections. Gurge also partners up with the Needham Police Department and the state Department of Public Health for various inspections on businesses such as bodywork establishments.

"Making those close relationships with the state is so important," said Gurge. When she is not running compliance checks or handling license renewals, Gurge is fielding calls about home or nuisance complaints and reviewing demolition permit requests.

With so much to juggle from tobacco sales checks, to pool and septic inspections, how does Gurge keep it all straight? The answer is state training. As part of her job Gurge must maintain certain certifications by taking training and attending annual conferences. It also helps that after around 17 years of working as the EHA in Needham, balancing licensing renewals, with compliance checks and inspections has become second nature - as has keeping all of the relevant

regulation information straight.

"It's just a lot of organizing, it's just more natural to me now," Gurge said.

If there is something she does not know, Gurge turns to her network for the answer, and doesn't give up until she finds it.

Gurge's desk, packed with papers, books and binders, hints not just at the sheer volume of her responsibility, but also at the wealth of knowledge she has developed over the years.

"I always find the answer no matter what; I'm one of those people who doesn't give up," said Gurge.

With new town regulations relating to bodywork and an incoming medical marijuana facility, Gurge's responsibilities are only going to continue increasing, particularly as Director of Public Health

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According to McDonald, Town Meeting appropriated funds to hire an additional agent, but the lack of office space and the need for employees in other positions are obstacles.

"Our goal is to get up to the full staffing because right now we're a bit short," said McDonald.

Located on the top floor of Town Hall, the Health

Department is small, offering a few cubicles, small offices and a back conference room, all connected by a narrow hallway. Adding to the challenge are air quality concerns in the small offices, causing them to be left unused according to McDonald.

"The fact that I don't have a cubicle to put that person in is a challenge," McDonald said.

Part of the solution could be to rent office space, a solution that is easier said than done, as the department must go through a public bidding process.

"One we get that space and we'll get the new individual on board that will help because we'll have new inspections coming down," said Gurge.

Finding someone to help take over some of Gurge's responsibilities will not be easy.

"Most people don't do the combination of things she does," McDonald said.

Hopeful that a new agent will be hired by the summer, Gurge stressed that whoever takes on the responsibility has to be dedicated.

"You've got to be committed to this job," she said.

Edward Cosgrove for Board of Health

Weekly 3/2/12

Over the next three years I want to continue my advocacy for Public Health related issues in Needham. Specifically, I want to strengthen communicable disease monitoring to promote community health, continue the prevention efforts of the Health Dept. in youth substance abuse, promote services to the elder population in nutrition, housing, transportation and mental health promotion, finally to promote health for all through a healthy environment.



SELECTMEN

From Page A1

accused the town of not doing its due diligence, the town has dug deeper into Eversource's proposed project.

At the board's Feb. 28 meeting Town Manager Kate Fitzpatrick reported that the town had hired outside counsel to represent Needham before the state siting board, which is responsible for approving the project.

Fitzpatrick said that the town also brought in an engineer to review the information provided by Eversource, and is working with the Department of epidemiology within the state Department of Public Health to look into the effects of the electromagnetic fields that the transmission lines emit.

The review process has been moved out a month, because the state granted Needham an extension to look into the project, Fitzpatrick said.

While Chairman of the Board of Selectmen Matt Borrelli said that the process was on hold while the town gathered further information, he noted that ultimately it is up to the Siting Board to determine how and if the project would move forward.

Selectman John Bulian has withdrawn from discussion as the street he lives on, Valley Road, is included in one of Eversource's proposed routes.

Community Preservation Committee

The CPC is currently reviewing six projects that are requesting funding through the Community Preservation Act.

The proposed projects are the removal of sediment at Rosemary Lake, the restoration of railings on Echo Bridge, the Cricket Field renovation, the creation of walking trails at the new Hillside School site, the Rosemary Recreation Complex and the creation of a perimeter trail around the Needham Reservoir.

The town is requesting \$2.1 million for the Rosemary Lake sediment removal project. According to a member of the CPC, the town had been hoping for a lower number but tests showed a "fair amount of sediment" at the bottom of the lake, some of which is toxic.

There was some uncertainty among the board members as to whether the town could afford to fund the restoration of the Echo Bridge railings, while the town is looking at funding other big projects like the Rosemary Recreation Complex.

The Massachusetts Water Resources Authority is requesting \$250,000 from Needham and \$500,000 from Newton. Together, the combined funding would make up around 52 percent of the total project cost according to the project application.

The committee is expected to take a final vote on March 23.

SELECTMEN ROUNDUP

Town digs deeper

Times 3/14/12

Responds to residents' concerns about Eversource Energy Reliability Project

By Emma R. Murphy
emurphy@wickedlocal.com

The Eversource Energy Reliability Project and the proposed Community Preservation Act-funded projects topped the selectmen's agenda at the board's most recent meeting.

Eversource Energy Reliability project

Eversource's project would install 4.2 miles of new transmission lines, both above ground and below, connecting a substation in West Roxbury to one on Chestnut Street in Needham.

Following a tense public hearing on Jan. 23 where Needham residents loudly protested the project and

SEE SELECTMEN, C1



Flexibility a key for Tara Gurge, Needham's environmental health agent

Tuesday

Posted Mar 7, 2017 at 5:42 PM

Updated Mar 7, 2017 at 5:42 PM

By **Emma R. Murphy**

emurphy@wickedlocal.com

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March 2017

Franklin Police Prepare for New Marijuana Laws

By J.D. O'GARA

Although "anybody selling marijuana right now would be illegal," says Franklin Police Chief Thomas Lynch, his department is busy trying to prepare its officers for implications once it goes into effect in about June of 2018, once a Cannabis Control Commission is established.

"We're in that quasi-gray area right now where marijuana would be considered legal, but you couldn't purchase it. Distribution is still illegal," he says.

Franklin Police were among 160 regional public health, law enforcement, education and municipal leaders who attended District Attorney Michael W. Morrissey's "Marijuana Legalization - Community Strategies" seminar in January learn about the public health, safety and governance issues and problems related to the new law.

"I'll be honest," says Lynch. "Our job has so many different facets. Am I an expert on marijuana or the new law ... no."

"The ballot question was designed to maximize corporate profit, without regard for graceful or efficient implementation. That leaves towns and cities with a lot of unanswered questions," said District Attorney Morrissey, whose office organized the seminar in partnership with the Canton Alliance Against Substance Abuse, Needham Public Health, Walpole Police and Stoughton U-Knighted.

Attorney Katherine Laughman from the firm Kopelman & Paige led with a presentation on regulation and taxation of marijuana, including the steps towns need to take to regulate employees getting high at work - since

MARIJUANA

continued on page 6

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March 2017



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Omar Bayona



Elaine Federico



Charles Kenney



Glenn Lavery



Martina Sirozo

MARIJUANA*continued from page 1*

marijuana will no longer be defined as a controlled substance – and ways to zone where pot shops can locate.

With an audience that was almost half police officers, Attorney John Scheft from Law Enforcement Dimensions detailed the intricacies of enforcing the new hodgepodge of law, where a citizen can grow 6 marijuana plants at their home legally, but to do so at a second home or rented space is a crime.

Walpole Police Chief John Carmichael, whose personal research into the impacts marijuana legalization has included visiting Colorado manufactur-

ing and selling facilities, and Needham Health and Human Services Director Timothy McDonald joined Scheft and Laughman to field questions from the group.

Lynch explains that “there’s definitely a concern – will there be an increase in people driving drugged or intoxicated due to substances other than alcohol.” It’s not something police officers are unfamiliar with, he says, but what is lacking is a definitive test to prove a case of driving under the influence of narcotics.

All Franklin officers have been trained in conducting fieldside sobriety tests, he says, and 80% of the Franklin patrol force is now trained in ARIDE, or advanced roadside impaired driving enforcement, a program

developed by the National Highway Traffic Safety Administration. Lynch hopes to increase that to 100%.

In addition, Lynch says, Franklin has an advantage over other local departments in that three officers are Drug Recognition Experts (DRE’s) after having taken a very intensive training.

“For us to have three DRE’s on a department of 46 is probably better than average,” he says. In fact, Franklin’s Detective Joe McClean is a DRE instructor. “Because of that, we’ve actually taken advantage of the training offered through NITSA,” says Lynch, who says the training is free, thanks to help from the DA’s office, but the department is responsible for overtime costs.

Three more Franklin officers

**THE
NORWOOD
THEATRE**

MOONDANCE FEB 25 • 7:30PM VAN MORRISON TRIBUTE 	COMEDY NIGHT MAR 4 • 7:30PM ROGERSON • CROHN & MACFARLAND 
TUSK MAR 11 • 7:30PM FLEETWOOD MAC TRIBUTE 	THE VAN-DELLS MAR 19 • 2:00PM 50s & 60s MUSIC 



District Attorney Michael Morrissey, at left, hosted scores of local leaders at a recent conference on marijuana legalization and its implications for law enforcement. From left, Millis Fire Chief Richard Barrett, Dover Police Chief Peter McGowan, Franklin Deputy Police Chief James Mill and Chief Thomas Lynch and Sheriff Michael Bellotti.

are currently involved in DRE training, which is two weeks of intensive training, compared to the 2-hour ARIDE training. Officers who take this course must evaluate 12 drivers who might be impaired, and to gain this experience, they've headed out of state, to Maricopa County, Arizona.

"They spend several days there. People, when arrested are brought directly to the jail -- a lot of people are under the influence of narcotics, and people volunteer to go through this evaluation process," says Lynch.

"We support our people. They become instructors, and that gives us better opportunities to capitalize on their knowledge of training. We're trying to get ahead of the curve, so to speak, to be able to enforce the law and acquire a conviction if someone is under the influence of narcotics," says Lynch.

Chief Lynch also explains that the upcoming legalization

of recreational marijuana can present challenges where retail establishments arise.

"The law as it was written states that only a vote of the people of your community can basically regulate whether it's going to occur. Is that going to occur, I don't know," he says. Franklin has zoned such business to certain areas and has one medical marijuana cultivation facility in an industrial park, a site that has not had many issues aside from the complaint of smell, he says.

Another concern is the potential for marijuana customers to consume the cannabis nearby, in their cars, and the question of whether police officers can consume the drug has also arisen, he says. The answer to the latter, he says, is clear. "For us, the answer is no, because technically it is a schedule 1 drug. Our employees are not allowed to utilize marijuana."



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