BOARD OF SELECTMEN
March 19, 2013
Needham Town Hall
Agenda

	6:45	Informal Meeting with Citizens *One or more members of the Board of Selectmen will be available between 6:45 and 7:00 p.m. for informal discussion with citizens. While not required, citizens are encouraged to call the Selectmen's Office at (781) 455-7500 extension 204 in advance to arrange for an appointment. This enables the Board to better assure opportunities for participation and respond to citizen concerns.*
1.	**7:00**	Public Hearing – New Wine & Malt Beverages Permit for a Restaurant – 669 Highland Avenue – 3 Squares • Roy Cramer, Attorney • Aaron Krug, Manager
2.	**7:00**	Public Hearing – 24 hour special permit - 7 Eleven, 173 Chestnut Street • George Guinta, Attorney • TBD, Representative from 7 Eleven
3.	**7:30**	On-Line Payment • Dave Davison, Assistant Town Manager/Finance • Evelyn Poness, Treasurer/Collector • Roger MacDonald, Director of Information Technology
4.	**7:40**	Town Manager • Statement of Interest • Highland Avenue Corridor • Mixed Use 128 Zoning Proposal • Open Special Town Meeting Warrant • Annual Town Meeting Warrant
5.	**8:00**	Board Discussion • Special Election • Town Manager Evaluation • Committee Reports

APPOINTMENTS

1.	Bob Hentschel	Downtown Streetscape Working Group (Term Expires 12/31/2013)
2.	Ann Cosgrove	Registrar of Voters (Term Expires 6/30/2015)
3.	Ashok Mehta	Human Rights Committee (Term Expires 6/30/2015)

CONSENT AGENDA *=Backup attached

1.	Accept $50 donation made to the Needham Fire Department's Student Awareness of Fire Education program from Jeanne and Stephen Carey.
2.	Accept $300 donation made to the Needham Cultural Council from the Needham

	Running Club. The Council would like to use the funds on a future Council event.
3.*	Approve a Special One Day Wines and Malt Beverages license from Sheila Eisenstadt of the Broadmeadow PTC, to hold its "It's a Spring Thing" event on Friday, April 5, 2013 from 6:30 p.m. to 12:00 a.m. in Powers Hall at Needham Town Hall, 1471 Highland Avenue, Needham.
4.	Accept $750 donation made to the Needham Health Department's Gift of Warmth fund from the Missions & Outreach Ministry at the First Baptist Church in Needham.
5.	Accept donation made to the Revitalization Trust Fund from the following resident: Daniel Matthews- $ 100.
6.*	Sign the Warrant for the Annual Special State Primary scheduled for April 30, 2013.
7.*	Approve a request from the Needham Track Club to hold "The Great Bear Run" road race on Sunday, May 5, 2013 from 10:00 a.m. to 2:45 p.m. on the grounds of the Pollard Middle School. The route has been approved by the following departments, DPW, Police, Fire and Park and Recreation.
8.*	Approve a request from Sean Madsen of Bikes Not Bombs for its event to be held on June 2, 2013. It is a bike-a-thon event that will have cyclists riding through a portion of Needham during the 40 mile route of the ride, as well as the return path of the 60 mile ride. The Needham portion of the route has been approved by the DPW, Police, Fire and Park and Recreation departments.
9.*	Designate the Online TIPS Off Premise Course and the Safe ID Check Alcohol Server Training offered by J.B.S. Professional Services, LLC as approved courses in alcohol safety training, which are required in sections 10.1.5 and 10.1.6 in the Town Of Needham Regulations For The Sale Of Alcoholic Beverages.
10.*	Approve the experimental Traffic Regulation in accordance with the Needham Traffic Rules and Regulations Section 3-6 for Great Plain Avenue; One Handicap Parking spot, and one 15 minute Parking spot, in front of the former Eaton Square Right of Way adjacent to MBTA Right of Way as shown on the attached sketch.
11.*	Approve and forward with all supporting documents, to the ABCC, a Petition for Change of License: Pledge of License/Stock for Lianos Liquors, Inc. d/b/a Needham Center Wine and Spirits, 1013 Great Plain Avenue. Application was submitted at the request of ABCC investigator Brad Doyle.
12.*	Water & Sewer Abatement Order #1158
13.*	Approve minutes from January 8, 2013, February 26, 2013 and March 5, 2013.
14.	Grant permission for the following residents to hold a Block Party:

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

Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 3/19/2013

Agenda Item	Public Hearing – New Wine & Malt Beverages Permit for a Restaurant – 669 Highland Avenue – 3 Squares
Presenter(s)	• Roy Cramer, Attorney • Aaron Krug, Manager

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED

Attorney Roy Cramer will present an application for a new Wine & Malt Alcoholic License for Rockets Restaurant Group LLC d/b/a 3 Squares, located at 669 Highland Avenue. Mr. Aaron Krug will be manager. The restaurant is located in the premises formerly occupied by Bickford's Restaurant. The premises has approximately 2,465 square feet on the first floor and approximately 750 square feet on the second floor. The dining area consists of seating for up to 90 patrons, a kitchen area and two restrooms. There are three entrances and exits in the building. Mr. Krug has not operated a restaurant for the 12 month period immediately preceding this application and is asking the Board for a waiver on this requirement, as may be granted per Town of Needham Liquor Regulations. There was one religious/educational structure within 500 feet of restaurant – Temple Beth Shalom. The Temple received an abutter notification by certified mail, return receipt requested. There has been no communication by the Temple regarding this notice.

The Town is entitled under the quota system to issue 30 All Alcohol Licenses and 6 Wine & Malt Licenses. Where necessary, All Alcohol licenses may be converted to Wine & Malt Licenses. Veteran's Club Licenses also may be issued by the local licensing authority, however, these are granted outside the quota system. To date, Needham has issued: 15 All Alcoholic Licenses, 2 Wine & Malt Licenses and 3 Club Licenses.

2.	**VOTE REQUIRED BY BOARD OF SELECTMEN**	**YES**	**NO**

Suggested Motions: a. **That the Board of Selectmen approve the application for a Common Victualler license, grant the request for a waiver for not operating a restaurant for the 12 months immediately preceding this application, and approve the application for a new Wine & Malt Alcoholic License under the Town of Needham Rules and Regulations Applicable To The Sale of Alcoholic Beverages in Restaurants and Function Rooms with a Seating Capacity of Less than 100 Persons for Rockets Restaurant Group, d/b/a 3 Squares, Aaron M. Krug Manager, and forward the approved application to the ABCC for an approval of the liquor license.**

b. That the Board of Selectmen determine that the granting of the license is not detrimental to the educational and/or spiritual activities of Temple Beth Shalom.

3.	**BACK UP INFORMATION ATTACHED**	**YES**	**NO**

a. request for waiver	e. articles of organization	i. abutter list
b. application for retail license	f. corporate vote	j. common victualler application
c. manager application	g. lease	
d. floorplan	h. notice of public hearing	

3 SQUARES

Friday March 01, 2013

To Whom It May Concern;

Attached is an application and all supporting documentation for a beer and wine license for the restaurant facility located at 669 Highland Ave Needham to be called '3 Squares'. I am kindly requesting a waiver of the provision requiring experience managing an establishment that serves alcohol within the past 12 months. In lieu of this requirement I have hired a full time Manager who, for the past 8 years has managed a full service restaurant in Massachusetts that offers full liquor. Additionally, I plan to take all required certification trainings relative to food and beverage service prior to the opening of the premises.

Thank you in advance for your consideration.

Delicious Regards,

Aaron M. Krug
Proprietor

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town: Needham

RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN
2013 MAR -5 P 12:01

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant: (Corporation, LLC or Individual) Rockets Restaurant Group LLC

B. Business Name (if different) : 3 Squares

C. Manager of Record: Aaron M. Krug

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises: 669 Highland Avenue City/Town: Needham State: MA Zip: 02494

F. Business Phone: 781 444 4644

G. Cell Phone: 781 608 6660

H. Email: Aaron@3SquaresNeedham.com

I. Website: www.3SquaresNeedham.com

J. Mailing address (If different from E.): 11 Pythias Circle City/Town: Needham State: MA Zip: 02494

2. TRANSACTION:

☒ New License ☐ New Officer/Director ☐ Transfer of Stock ☐ Issuance of Stock ☐ Pledge of Stock

☐ Transfer of License ☐ New Stockholder ☐ Management/Operating Agreement ☐ Pledge of License

The following transactions must be processed as new licenses:

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

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

☒ §12 Restaurant ☐ §12 Hotel ☐ §12 Club ☐ §12 Veterans Club

☐ §12 General On-Premises ☐ §12 Tavern (No Sundays) ☐ §15 Package Store

4. LICENSE CATEGORY:

☐ All Alcoholic Beverages ☒ Wine & Malt Beverages Only ☐ Wine or Malt Only

☐ Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

☒ Annual ☐ Seasonal

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME: Roy Cramer c/o Frieze, Cramer, Rosen & Huber

ADDRESS: 60 Walnut Street

CITY/TOWN: Wellesley STATE: MA ZIP CODE: 02481

CONTACT PHONE NUMBER: 781 943 4300 FAX NUMBER: 781 943 4040

EMAIL: rac@128law.com

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises to be licensed. Please note that this must be identical to the description on the Form 43.

2 story building. 1st floor main dining room with 90 seats, kitchen, 2 handicapped accessible bathrooms and an additional women's room. Approximately 2,465 square feet. Second floor has an office space plus storage totaling approximately 750 square feet.

Total Square Footage: 3,215 Number of Entrances: 3 Number of Exits: 3

Occupancy Number: ~~211~~ 90 Seating Capacity: 90

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

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

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): Trust Other:

Name: Jordan Rittenberg c/o Mercedes Realty Trust Phone: 617 964 3765

Address: 25 Bound Brook City/Town: Newton State: MA Zip: 02459

Initial Lease Term: Beginning Date 01/01/2013 Ending Date 12/31/2017

Renewal Term: 5 years Options/Extensions at: 2 @ 5 Years Each

Rent: $87,000.00 Per Year Rent: $7,250.00 Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?

Yes ☐ No ☒

IMPORTANT ATTACHMENTS(4):

1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application.
2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

9. LICENSE STRUCTURE:

The Applicant is a(n): LLC

Other :

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

Date of Incorporation/Organization: 11/27/2012

State of Incorporation/Organization: MA

Is the Corporation publicly traded? Yes ☐ No ☒

10. INTERESTS IN THIS LICENSE:

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

IMPORTANT ATTACHMENTS (5):

A. All individuals or entities listed below are required to complete a Personal Information Form.

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Aaron M. Krug	Manager	100%	

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

11. EXISTING INTEREST IN OTHER LICENSES:

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

Name	License Type	Licensee Name & Address
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	

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

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

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

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

13. DISCLOSURE OF LICENSE DISIPLINARY ACTION:

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

Date	License	Reason of Suspension, Revocation or Cancellation

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes ☐ No ☐
2. Are you a Massachusetts Residents? Yes ☐ No ☐

B.) For Corporation(s) and LLC(s) :

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

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes ☐ No ☐

15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes ☒ No ☐

B.) For Corporation(s) and LLC(s) :

1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes ☐ No ☒
2. Is the License Manager or Principal Representative a U.S. Citizen? Yes ☒ No ☐

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes ☒ No ☐

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:	
B. Purchase Price for Business Assets:	$40,000.00
C. Costs of Renovations/Construction:	$125,000.00
D. Initial Start-Up Costs:	$100,000.00
E. Purchase Price for Inventory:	$20,000.00
F. Other: (Specify)	
G: TOTAL COST	$285,000.00
H. TOTAL CASH	$285,000.00
I. TOTAL AMOUNT FINANCED	$0.00

IMPORTANT ATTACHMENTS (6): Submit any and all records, documents and affidavits including loan agreements that explain the source(s) of money for this transaction. Sources of cash must include a minimum of three (3) months of bank statements.

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

17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):

$84.505 CASH DISTRIBUTED FROM MY TRUST (AARON M. KRUG 1995 TRUST) (SEE ATTACHED STATEMENT)
$40,000 CASH DISTRIBUTED FROM THE SHELLEY R. KRUG TRUST (SEE ATTACHED STATEMENT)
$425,000 HOME EQUITY LOAN FROM SOVEREIGN BANK

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

18. LIST EACH LENDER AND LOAN AMOUNT(S)FROM WHICH "TOTAL AMOUNT FINANCED"NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:

A.

Name	Dollar Amount	Type of Financing

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

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

If yes, please describe:

19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)

A.) Is the applicant seeking approval to pledge the license? ☐ Yes ☒ No

1. If yes, to whom:

2. Amount of Loan: **3.** Interest Rate: **4.** Length of Note:

5. Terms of Loan :

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

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory? ☐ Yes ☒ No

If yes, to whom:

IMPORTANT ATTACHMENTS (7): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

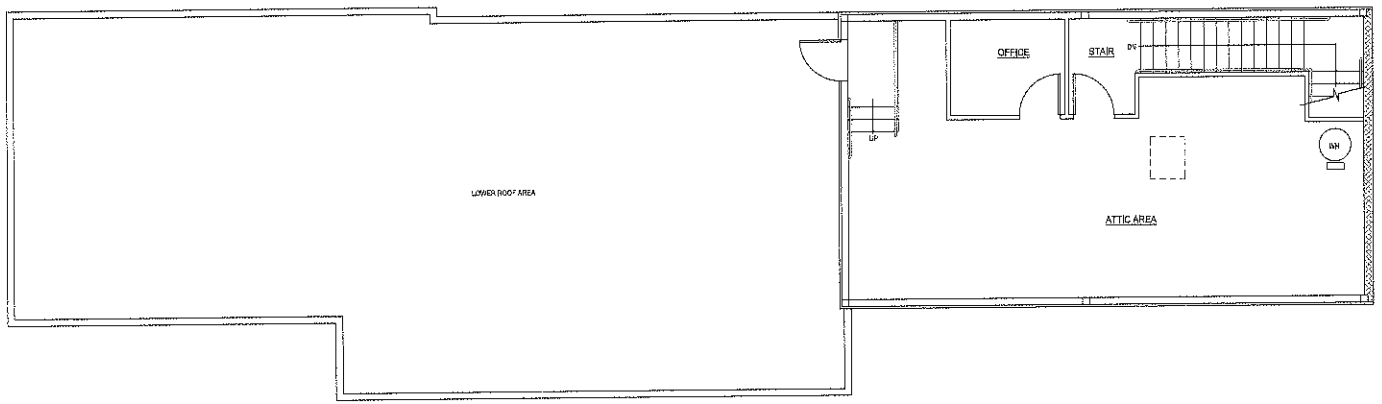
20. CONSTRUCTION OF PREMISES:

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

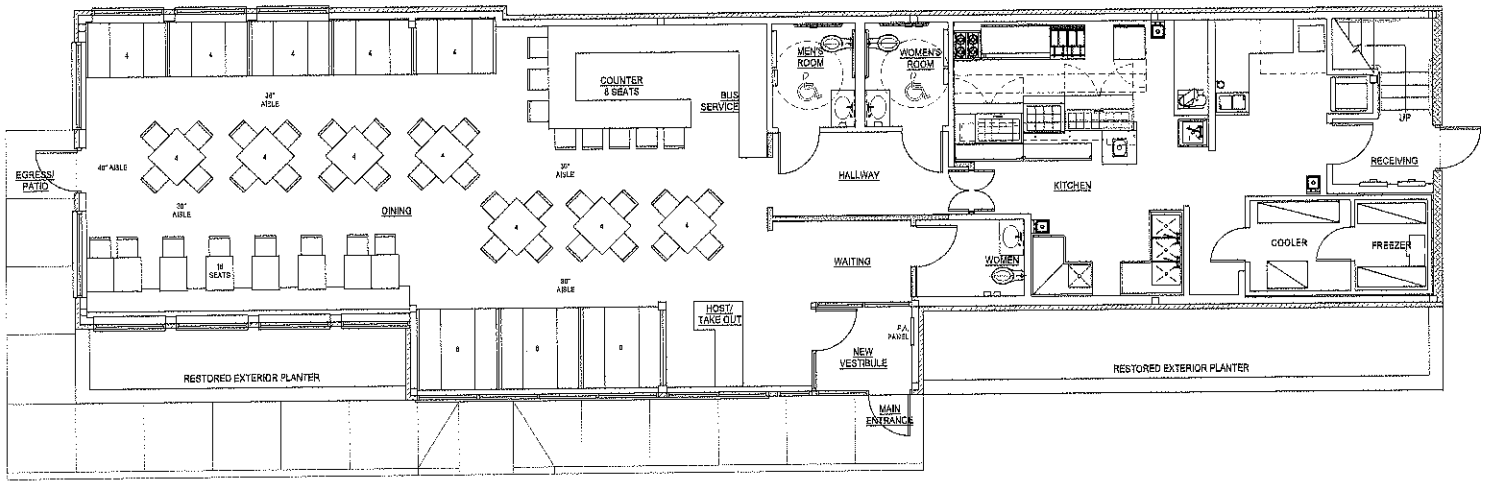
The front of house seating and hostess areas will under go a cosmetic reconfiguration consisting of standard 'face lift' protocols including new booths, table tops, paint and window treatments. In addition, we will be adding a counter with 8 seats. The kitchen and bathrooms will remain intact and mostly unchanged.

21. ANTICIPATED OPENING DATE: **Thursday May 23, 2013**

IF ALL OF THE INFORMATION AND ATTACHMENTS ARE NOT COMPLETE THE APPLICATION WILL BE **RETURNED**



2 A1.0 PROPOSED SECOND FLOOR PLAN (750.35 S.F.)
SCALE: 1/4"=1'-0"



1 A1.0 PROPOSED FIRST FLOOR PLAN (2465.11 S.F.)- 90 TOTAL SEATS
SCALE: 1/4"=1'-0"

DLA
ARCHITECTURE
HISTORICAL | FOOD SERVICE | HISTORIC RENOVATION
1043 Beacon Street Suite 22
Weban, MA 02469
ph. 617.868.8499
fax. 617.332.5461
www.dlaweb.com

3 Squares
689 Highland Avenue
Needham, MA 02494

Number	Description
Date	

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Project No.	1455
File	H:\455\WORK\Drawing_Prop Floor Plan
X-Refs	
Date Issued	02-18-13
Drawn By	PH
Checked By	DL

DRAWING TITLE
PROPOSED FIRST & SECOND FLOOR PLANS

SHEET NUMBER
A1.0

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

MANAGER APPLICATION

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

1. LICENSEE INFORMATION:

Legal Name of Licensee: Rockets Restaurant Group, LLC. Business Name (dba): 3 Squares

Address: 11 Pythias Circle

City/Town: Needham State: MA Zip Code: 02494

ABCC License Number: (If existing licensee) Phone Number of Premise: 781 444 4644

2. MANAGER INFORMATION:

A. Name: Aaron Krug B. Cell Phone Number: 781 608 6660

C. List the number of hours per week you will spend on the licensed premises: 70

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes ☒ No ☐ B. Date of Naturalization: C. Court of Naturalization:

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

4. BACKGROUND INFORMATION:

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

If yes, please describe:

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

If yes, please describe:

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

If yes, please describe:

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

July 2011 - January 2013 Commodity Specialist EMC 176 South St Hopkinton, MA (508) 435-1000; March 2009 - May 2011 Operations Manager O

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

Signature Date 03/01/2013

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Organization
(General Laws, Chapter)

Federal Employer Identification Number: 461403609 *(must be 9 digits)*

1. The exact name of the limited liability company is: ROCKETS RESTAURANT GROUP LLC

2a. Location of its principal office:
No. and Street: 11 PYTHIAS CIRCLE
City or Town: NEEDHAM State: MA Zip: 02494 Country: US

2b. Street address of the office in the Commonwealth at which the records will be maintained:
No. and Street: 11 PYTHIAS CIRCLE
City or Town: NEEDHAM State: MA Zip: 02494 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
OPERATION OF A RESTAURANT AND RELATED FOOD SERVICE BUSINESS AND ANY OTHER ACTIVITY PERMITTED BY THE ACT.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: ADAM ZAIGER
No. and Street: C/O CHOATE, HALL & STEWART LLP
TWO INTERNATIONAL PLACE
City or Town: BOSTON State: MA Zip: 02110 Country: USA

I, ADAM ZAIGER resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	AARON M KRUG	11 PYTHIAS CIRCLE NEEDHAM, MA 02494 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

SOC SIGNATORY	ADAM M ZAIGER	C/O CHOATE, HALL & STEWART LLP TWO INTERNATIONAL PLACE BOSTON, MA 02110 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	AARON M KRUG	11 PYTHIAS CIRCLE NEEDHAM, MA 02494 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 27 Day of November, 2012,
AARON M. KRUG

(The certificate must be signed by the person forming the LLC.)

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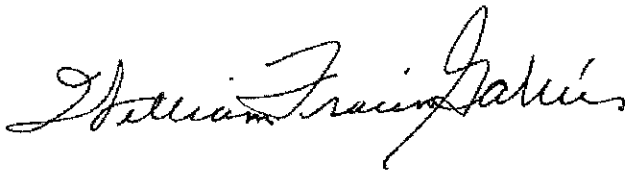
All Rights Reserved

MA SOC Filing Number: 201209468710 Date: 11/27/2012 1:13:00 PM

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

November 27, 2012 01:13 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

ROCKETS RESTAURANT GROUP LLC
ACTION OF SOLE MEMBER AND SOLE MANAGER

The undersigned, being the sole Member and sole Manager of Rockets Restaurant Group LLC, a Massachusetts limited liability company (the "Company"), hereby consents to the adoption of the following votes:

VOTED: That the Company apply to the Licensing Board for the Town of Needham, Massachusetts, for an alcoholic beverages license to be exercised on the premises located at 669 Highland Avenue, Needham, Massachusetts (the "Premises").

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

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

IN WITNESS WHEREOF, this Consent has been executed by the undersigned as of the 28 day of February, 2013.

Aaron M. Krug, Sole Member and Sole Manager

F:\rac\Rockets\Vote.doc

Execution Version

669-673 HIGHLAND AVENUE

NEEDHAM, MASSACHUSETTS

LEASE

TO

ROCKETS RESTAURANT GROUP LLC

SUMMARY OF BASIC TERMS

JORDAN L. RITTENBERG AND RICHARD L. TUCK, TRUSTEES OF
MERCEDES REALTY TRUST
TO

ROCKETS RESTAURANT GROUP LLC

DATED: December 28, 2012 (the "Lease Date")

The following is a summary of certain basic terms of this Lease, which is intended for the convenience and reference of the parties and is incorporated into the Lease by reference as if set forth therein in full.

1.	Landlord:	Jordan L. Rittenberg and Richard L. Tuck, Trustees of Mercedes Realty Trust u/d/t dated March 23, 2011 and recorded with the Norfolk County Registry of Deeds in Book 28721, Page 176.
2.	Tenant:	Rockets Restaurant Group LLC, a Massachusetts limited liability company.
3.	Building:	That certain building located on the Land (hereinafter defined) and presently known as and numbered 669-673 Highland Avenue, Needham, Massachusetts, containing approximately 2,580 square feet of ground floor area.
4.	Land:	The parcel of land, containing approximately 19,028 square feet, presently designated as Needham Tax Assessor's Parcel No. 199/077.0-0010.0, together with all appurtenant easements and other rights thereto (and for Landlord's title, see deed recorded with Norfolk County Registry of Deeds in Book 28721, Page 182). Landlord makes no representation as to the exact configuration of the Land, and in the event of any conflict between tax assessor records and Landlord's deed, the description in Landlord's deed shall control.
5.	Premises:	The Land and the Building.

6. Term of Lease: An "Initial Term" of five (5) years beginning on the Commencement Date and ending on the day before the fifth (5th) anniversary of the Commencement Date. At Tenant's option, Tenant may extend the Lease for two (2) extension periods of five (5) years each (each, an "Extension Period", and together, the "Extension Periods") in accordance with the terms contained in Section 2.1 of this Lease. Prior to the

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exercise by Tenant of such option to extend, the expressions "the Term of this Lease" and "the Term hereof" and "the Lease term" (whether or not capitalized) shall mean the Initial Term; after the exercise by Tenant of any of such options, said expressions shall mean the Initial Term as it may have been then extended. If Tenant shall exercise the option for the first Extension Period as aforesaid provided, the term of this Lease shall end on the day before the tenth (10^{th}) anniversary of the Commencement Date. If Tenant shall exercise the option for the second Extension Period as aforesaid provided, the term of this Lease shall end on the day before the fifteenth (15^{th}) anniversary of the Commencement Date. The Commencement Date hereunder shall be January 1, 2013 or, in the event of any casualty or material damage to the Premises which is not caused by the negligence or willful misconduct of Tenant or any of its agents, employees or contractors, such later date as Landlord delivers exclusive possession of the Premises to Tenant free and clear of all other tenants and occupants, in its presently-existing condition. Prior to the Commencement Date, Tenant shall have a right to access the Premises at reasonable times and upon reasonable notice to Landlord for the purposes of inspection, space-planning, measurements and other reasonable purposes, at no cost or expense to Tenant. The parties acknowledge that Tenant is storing certain items of its trade fixtures and personal property at the Premises, which shall be at Tenant's sole risk and expense unless caused by the negligence or willful misconduct of Landlord or any of its agents, employees or contractors. Tenant and not Landlord shall be solely responsible for insuring such trade fixtures and personal property.

7. Rent Commencement Date: The first to occur of the following dates: (i) April 15, 2013; or (ii) the date that Tenant first opens for business in the Premises (which shall not be deemed to have occurred during any so-called "soft-opening" or "test-opening" or the like). It is understood and agreed that the Premises shall be delivered to Tenant in strictly their presently-existing "AS IS" condition as provided in Section 12.10 of this Lease.

8. Minimum Rent - Initial Term: During each year of the Initial Term, the Minimum Rent shall be as follows:

Year	Annual Amount	Monthly Amount (payable in advance)
1	$87,000.00	$7,250.00
2	$89,000.00	$7,417.00
3	$91,000.00	$7,583.00
4	$93,730.00	$7,811.00
5	$96,542.00	$8,045.00

9. Minimum Rent - Extension Periods: If the Tenant elects to extend the Term for the first Extension Period, the Minimum Rent during the first Extension Period shall be as follows:

6	$99,438.00	$8,287.00
7	$102,421.00	$8,535.00
8	$105,494.00	$8,791.00

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9	$108,659.00	$9,055.00
10	$111,919.00	$9,327.00

If the Tenant elects to extend the Term for the second Extension Period, the Minimum Rent for the second Extension Period shall be equal to the fair market rental value for the Premises during the second Extension Period, as determined in accordance with the terms contained in Section 3.4 of this Lease. However, notwithstanding the foregoing: (a) in no event shall the Minimum Rent during the second Extension Period be less than the Minimum Rent in effect during the last year of the first Extension Period (as the same may have been affected by the terms and provisions contained in the last paragraph of Article VII hereof); and (b) such fair market rental value shall include, beginning with the second year of the second Extension Period and on each anniversary of the Commencement Date thereafter, an annual Minimum Rent increase, *each such increase* to be in an amount which is the greater of: (i) fifty percent (50%) of the percentage increase in the CPI (hereinafter defined) since the previous anniversary of the Commencement Date, or (ii) three percent (3%) over the Minimum Rent in effect during the prior year.

For purposes hereof, the "CPI" shall mean the Consumer Price Index for All Urban Consumers, Boston-Brockton-Nashua (Index 1982-1984=100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or if the same is no longer published, a comparable index reasonably approved by the parties.

By way of illustration: (A) if the Minimum Rent during the first year of the second Extension Period is $115,000.00 and the percentage increase in the CPI from the first day of the second Extension Period to the next anniversary of the Commencement Date is 5%, then the Minimum Rent for the second year of the second Extension Period shall be increased by 3% to $118,450.00; and (B) if the Minimum Rent during the first year of the second Extension Period is $115,000.00 and the percentage increase in the CPI from the first day of the second Extension Period to the next anniversary of the Commencement Date is 7%, then the Minimum Rent for the second year of the second Extension Period shall be increased by 3.5% to $119,025.00.

10. Additional Rent - Real Estate Taxes and Insurance Expenses: The parties understand this is a "triple net" Lease, subject to and upon the terms and provisions contained in this Lease. During the Term of this Lease, Tenant shall pay to Landlord, subject to and in accordance with the terms contained in Article IV of this Lease, one hundred percent (100%) of the following (together, "Additional Rent"): (i) the Taxes (as defined in Section 4.1 of this Lease) applicable to the Premises, (ii) Landlord's Insurance Premium (as defined in Section 4.5 of this Lease) applicable to the Premises; and (iii) municipal charges for water and sewer service to the Premises, which shall be payable by Tenant to Landlord as provided in Section 4.7 of this Lease. The Tenant shall become responsible for the payment of such Additional Rent commencing upon the Commencement Date. Tenant shall also be responsible for payment of all Operating Expenses (as defined in Section 4.1 Lease) of the Premises directly to the applicable service providers thereof.

11. Use: For the operation of a full-service, sit-down restaurant with wait staff, of equivalent or superior quality to the former "Bickford's restaurant previously occupying the

Premises, together with lawful ancillary uses such as, but not limited to, sale of prepared and un-prepared food for off-premises consumption, entertainment (including, without limitation, live music, lectures, educational programs, and/or film), functions and meetings, and sale of alcoholic beverages, all subject to the terms of this Lease, including Section 5.3 hereof.

12. Security Deposit: Tenant shall provide to the Landlord a security deposit in the amount of Twenty-Five Thousand Dollars ($25,000.00) via certified bank check. Such security deposit shall be held by the Landlord for the duration of the Lease, subject to and in accordance with the terms and provisions contained in Section 11.4 of the Lease

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COMMERCIAL LEASE

This LEASE, made as of the Lease Date, is between Jordan L. Rittenberg and Richard. Tuck, Trustees of Mercedes Realty Trust u/d/t dated March 23, 2011 and recorded with the Norfolk County Registry of Deeds in Book 28721, Page 176 (hereinafter called "Landlord"), and Rockets Restaurant Group LLC, a Massachusetts limited liability company, having a principal place of business at 11 Pythias Circle, Needham Massachusetts 02494 (hereinafter called "Tenant").

W I T N E S S E T H:

ARTICLE I

Section 1.1 Premises. The "Premises" leased hereunder is more particularly described in Item 5 of the Summary of Basic Terms.

Section 1.2 Lease of the Premises. The Landlord does hereby lease the Premises to the Tenant, and the Tenant hereby leases the Premises from the Landlord, upon and subject to the terms and provisions of this Lease.

ARTICLE II

Section 2.1 Initial Term; Extension Periods. TO HAVE AND TO HOLD for a term of the period set forth in Item 6 of the Summary of Basic Terms beginning with the Commencement Date, unless sooner terminated as herein provided. Tenant shall have the option to extend the Lease for each Extension Period by giving Landlord at least twelve (12) months prior written notice exercising such option (but not more than eighteen (18) months in advance in the case of the second Extension Period), in which event the Lease term shall automatically extend for the applicable Extension Period upon the same terms and conditions as set forth in this Lease, except that (i) the Minimum Rent shall be as provided in Item 9 of the Summary of Basic Terms. It shall be a condition of Tenant's right to extend that Tenant not be in default under this Lease beyond any applicable period of notice and cure at the time any notice of extension is given or on the date the applicable Extension Period commences.

Section 2.2 Intentionally Omitted.

Section 2.3 Tenant's Improvements. Tenant shall perform all work required by the Tenant to ready the Premises for Tenant's use and in connection therewith Tenant shall equip the Premises with all necessary furniture, fixtures, and equipment required by Tenant in connection with the operation of Tenant's business (collectively, "Tenant's Work"). Prior to

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entering the Premises for the foregoing purposes, the Tenant shall have obtained or caused its contractor to obtain comprehensive general liability insurance and workmen's compensation insurance in compliance with Section 7.10 hereof and delivered evidence of the same to Landlord. Promptly after the execution and delivery of this Lease by both parties hereto, Tenant shall prepare any plans and specifications it may require for Tenant's Work and thereafter (if a building permit is legally required) apply for a building permit from the Town of Needham for Tenant's Work and for all other permits necessary for Tenant's proposed use of the Premises and shall thereafter prosecute such applications with due diligence. Tenant shall use diligent efforts to cause its building permit application (if legally required) to be submitted to the Town of Needham for the Tenant's Work (if and to the extent required) on or before February 1, 2013. Landlord shall reasonably cooperate with Tenant in connection with any and all such permits by, inter alia, executing such applications and other documents which may be required therefor. The Tenant's Work shall be at Tenant's sole expense. All Tenant's Work shall be done in a good and workmanlike manner, using materials consistent with the existing quality of construction of the Premises, and in accordance with the provisions of all laws, rules, regulations and insurance requirements applicable thereto. Tenant shall not place any load upon the floor of the Premises which exceeds the floor load capacity of the Building under the Massachusetts State Building Code. The Tenant's Work shall be at the sole risk, hazard and expense of the Tenant. Tenant shall not undertake any demolition, construction, or reconstruction at the Premises which could reasonably be expected to materially and adversely affect the structure of the Building, or void any roof warranty for the Building, prior to obtaining Landlord's prior written approval of the plans and specifications therefor (which approval shall not be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, Landlord shall not withhold its consent to roof installations and penetrations for HVAC, venting, communications installations and the like, provided the same are installed in accordance with first-class construction standards and coordinated with the terms of Landlord's roof warranty.

ARTICLE III

Section 3.1 Payment of Minimum Rent. Tenant shall pay Annual Minimum Rent during the Initial Term and any Extension Periods in equal monthly installments of one-twelfth of the Annual Minimum Rent (as set forth in Items 8-9 of the Summary of Basic Terms), which shall be paid without offset for any reason except as expressly provided in this Lease, in advance, on or before the first day of each calendar month during the term and any extension hereof. Rent shall be paid at Landlord's Manager's office c/o Jordan Rittenberg at 25 Bound Brook Road, Newton, Massachusetts, 02461, or at such other place as Landlord shall from time to time designate in writing by at least 30 days prior written notice to Tenant. Rent checks shall be made payable to Landlord or to such other entity or trade-style as Landlord may designate from time to time in writing by at least 30 days prior written notice to Tenant. Landlord may, by at least 30 days prior written notice to Tenant, require that Tenant pay its Minimum Rent by two (2) separate checks, to payees and in amounts designated by Landlord in such notice.

Section 3.2 Minimum Rent for the Initial Term. During the first year of the Initial Term (i.e., the first lease year) and each lease year thereafter during the Initial Term, the Minimum Rent shall be as provided in Item 8 of the Summary of Basic Terms. Rent for any fraction of a month at the commencement or expiration of the term, or in which the rate thereof

changes pursuant to the terms of this Lease, shall be prorated on a per diem basis. Late payment of rent shall be governed by the provisions of Section 7.1.

Section 3.3 Minimum Rent for Extended Term. During each year of the Extension Periods (if Tenant elects to extend), the Minimum Rent shall be as provided in Item 9 of the Summary of Basic Terms, with the fair market rental value for the Premises for the second Extension Period determined in accordance with Section 3.4 hereof. Late payment of rent shall be governed by the provisions of Section 7.1.

Section 3.4 Fair Market Rental Determination. The fair market rental value of the Premises for the second Extension Period shall be determined by written agreement between Landlord and Tenant or, in the event the parties are unable to agree in writing on or before the date which is sixty (60) days after Tenant delivers written notice of its election to extend the Lease for the second Extension Period, by the evaluation procedure set forth below.

In the event Tenant exercises its option to extend the Term for the second Extension Period, Tenant shall specify in said notice Tenant's opinion of the fair market rental value of the Premises during the second Extension Period, which shall provide for annual increases as provided in Section 9 of the Summary of Basic Terms ("Tenant's Rent"). Within thirty (30) days thereafter, Landlord shall send to Tenant a written notice stating either (i) Landlord's agreement with Tenant's Rent, in which event said Tenant's Rent shall be fixed as the fair market rental value for the second Extension Period or (ii) Landlord's opinion of said fair market rental value, which shall also provide for the same annual increases during the second Extension Period as aforesaid ("Landlord's Rent"). If Landlord and Tenant are unable to agree upon said fair market rental value within thirty (30) days from the date of Landlord's notice described in (ii) above, the matter shall be determined as follows in accordance with the following evaluation procedure:

Within ten (10) days of their failure to reach agreement on the fair market rental value, the Landlord and the Tenant shall each notify the other in writing of the appointment of a disinterested person with at least ten years professional experience as a licensed Massachusetts real estate broker who is both familiar with and actively involved in the Needham/Newton commercial real estate rental market. The two appointed brokers shall have thirty (30) days from their appointment to agree upon said fair market rental value of the Premises for the second Extension Period, in their then-existing condition, but excluding the value of Tenant's trade fixtures, trade equipment and personal property. Such fair market rental value shall take into account all relevant factors (including, without limitation, the annual Minimum Rent increase to which the parties have agreed, as set forth in Section 9 of the Summary of Basic Terms, and the fact that no brokerage commission is payable thereon), as the brokers may determine. In the event either party fails or refuses to appoint a broker in accordance with the terms hereof and such failure continues for more than three (3) business days following written notice from the non-failing party, the broker appointed by the other party shall make the final and binding determination as to said fair market rental value. If the two (2) appointed brokers are unable to agree within the thirty (30) day period, they shall mutually agree upon a third disinterested broker having at least the same required qualifications for Landlord's and Tenant's brokers, who shall then determine the said fair market rental value within thirty (30) days of his appointment.

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The third broker's determination of fair market rental value shall be final and binding on both parties. It is understood and agreed, however, that the fair market rental value determined in accordance with the foregoing procedure shall in no event be greater than Landlord's Rent or less than Tenant's Rent.

The brokers or broker shall give written notice to the parties stating their or its determination, and shall furnish to each party a copy of such determination signed by them or him.

The cost and expenses of each party's broker shall be paid solely by the party engaging such broker, and the costs and expenses of the third broker shall be borne equally by the Landlord and the Tenant.

Section 3.5. Intentionally omitted.

Section 3.6. Intentionally omitted.

Section 3.7 Additional Rent - Real Estate Taxes and Landlord's Insurance Premium. The Tenant shall pay the Additional Rent to Landlord (or third party services providers, where applicable) in accordance with ARTICLE IV hereof.

ARTICLE IV

Section 4.1 Certain Definitions. For the purpose of this Article IV, the following definitions shall apply: (a) as used herein the term "Taxes" shall mean all taxes levied, assessed or imposed at any time on the real estate and all assessments, betterments, sewer entrance fees and public charges levied, assessed or imposed at any time after the Commencement Date and during the Term by any governmental authority upon or against the Premises, including, the Building and any fixtures, signs and improvements thereon from time to time during the Term. This definition of Taxes is based upon the present system of real estate taxation in the Commonwealth of Massachusetts; if taxes upon rentals or any other basis shall be substituted in whole or in part, for the present ad valorem real estate taxes, the term Taxes shall be deemed changed to the extent to which there is such a substitution for the present ad valorem real estate taxes; (b) the term "Fiscal Year" shall mean July 1st to the June 30th next following, or such other tax period as may be established by law for the payment of Taxes. Taxes shall be pro-rated by the parties for any partial year of the Term.

Section 4.2 Payment of Share of Taxes.

(a) Beginning upon the Commencement Date, Tenant shall pay to the Landlord as Additional Rent an amount equal to one hundred percent (100%) of the Taxes for each Fiscal Year or portion thereof included within the Term of this Lease. Landlord shall furnish to Tenant a statement of the Taxes payable during each Fiscal Year on or before October 1 and April 1 of each Fiscal Year, or within thirty (30) days of the receipt of the tax bill for each semi-annual or quarterly installment of Taxes for such Fiscal Year, whichever is applicable. The amounts

payable by Tenant under this Section 4.2 shall be payable monthly, on account, at the times Minimum Rent is payable under this Lease, in installments reasonably estimated by Landlord from time to time sufficient to pay Tenant's share of Taxes when the Taxes become due. Within thirty (30) days after the receipt of the final tax bill for each Fiscal Year, any excess payment on account by Tenant hereunder shall be credited against the next payments due under this Lease (or refunded to Tenant if this Lease is no longer in effect), any deficiency shall be due and payable to Landlord within thirty (30) days following its written invoice to Tenant therefor, and Landlord shall readjust the monthly installments thereafter payable hereunder to the extent necessary to reflect the then-current Taxes.

(b) If, after Tenant shall have made any payment under this Section 4.2, Landlord shall receive a refund of any portion of the Taxes, by final determination of legal proceedings, settlement or otherwise ("Proceedings"), Landlord shall, within thirty (30) days after receiving the refund, pay to Tenant 100% of the refund, less the reasonable and actual, out-of-pocket, third party expense (including, reasonable attorney's fees and appraiser's fees) properly allocable to Tenant's share of the refund – with due regard to the term of the refund in relation to the Term – incurred by Landlord in connection therewith, which shall be computed and adjusted if Tenant's original payment covered a shorter period than covered by the refund. Landlord shall not unreasonably withhold, condition or delay its consent to any request by Tenant to seek an abatement or refund of Taxes allocable to the Term, but Landlord shall have sole control of all tax abatement proceedings.

(c) Upon the date of the expiration or termination of this Lease, whether the same be the date hereinabove set forth for the expiration of the Term or any prior or subsequent date, a proportionate share of the payments on account of Taxes for the Fiscal Year in which such expiration or termination occurs, if any, shall immediately become due and payable by Tenant to Landlord as Additional Rent (except to the extent paid previously by Tenant). Such proportionate share shall be based upon the length of time this Lease shall have been in effect during such Fiscal Year. If the tax bill for the Fiscal Year in which such expiration or termination occurs shall not have been received by Landlord, promptly after such expiration or termination, Landlord shall reasonably estimate the payment due from Tenant based upon the most recent tax bill theretofore received by Landlord. Within thirty (30) days after the receipt of the tax bill for such Fiscal Year, Landlord and Tenant shall make appropriate adjustments of such estimated payments.

Section 4.3 Interest on Late Tax Payments. If Tenant is late in any tax payment due under Section 4.2, it shall pay Landlord in full for any interest required by the taxing authority of Landlord on account of such late payment, or if no interest is due the taxing authority because Landlord advances the Taxes, Tenant shall, without limiting any of Landlord's other rights and remedies on account of Tenant's late payment, pay fourteen percent (14%) per annum interest (or such lesser rate as may be the maximum amount which may be imposed lawfully) on any late payment.

Section 4.4 Intentionally Omitted

Section 4.5 Payment of Landlord's Insurance Premium. Within thirty (30) days

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following Landlord's written invoice to Tenant, Tenant shall reimburse Landlord, on an annual basis, for its actual, out-of-pocket premium paid for the insurance Landlord is required to maintain for the Premises during the Term pursuant to Section 10.1 of this Lease (each, a "Landlord's Insurance Premium"). Such amount shall be pro-rated by the parties for any partial year of the Term.

Section 4.6 Payment of Operating Expenses. Beginning upon the Commencement Date and throughout the Term, Tenant shall, except as expressly provided in this Lease, pay, directly to the applicable service providers, all Operating Expenses of the Premises attributable to the Term. For purposes hereof, "Operating Expenses" shall mean all costs incurred by Tenant of servicing, operating, managing, maintaining, and repairing the Premises, including without limitation, the costs of the following costs: (i) utilities consumed and expenses incurred in the operation and maintenance of the Premises, including without limitation, oil, gas, electricity, water, sewer, snow removal, parking lot maintenance, and fire protection, including without limitation, fees paid to any governmental authority for any of the foregoing; and (ii) Tenant's insurance required hereunder.

Section 4.7 Estimated Payments for Additional Rent; Water/Sewer Service Payments. As to any payments required from Tenant to Landlord under this Article IV (except for water/sewer consumption charges), Landlord may bill Tenant on a monthly or quarterly basis for reasonably estimated amounts due, subject to readjustment when the final amounts are determined (but in no event less frequently than on each anniversary of the Commencement Date), and Tenant shall pay such estimated bills as Additional Rent on the later of: (a) the next day Minimum Rent and Additional Rent are due hereunder; or (b) ten (10) business days following Tenant's receipt of such billing from Landlord.

With respect to water/sewer service, Tenant shall, on or before the later of: (i) the due date of each invoice from the Town of Needham for water/sewer service to the Premises during the Term, or (ii) the date which is ten (10) business days following Tenant's receipt of each applicable Town of Needham water/sewer service invoice (to the extent attributable to the Term) from Landlord, pay the amount due for such water/sewer service directly to the Town of Needham. So long as water/sewer service to the Premises is in Landlord's name, Landlord shall, subject to Force Majeure (hereinafter defined), cause water service to the provided to the Building sufficient for Tenant's conduct of the Permitted Use.

ARTICLE V

Section 5.1 Use. The Premises may be used and occupied by Tenant, solely for the commercial purposes set forth in, and strictly in accordance with, Item 11 of the Summary of Basic Terms (the "Permitted Use"), along with the provisions of this ARTICLE V. Landlord shall reasonably cooperate with Tenant by executing such applications, certificates and other documents which may be required by Tenant to obtain governmental, permits, authorizations and approvals therefor.

Section 5.2 Prohibited and Required Uses. Tenant agrees that during the Term of this Lease or any Extension hereof, and for such further time as Tenant may occupy the

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Premises, no auction, fire, bankruptcy, going-out-of-business or similar sale, shall be conducted on the Premises, no products, merchandise or equipment will be stored or displayed outside the Premises except in compliance with law, and Tenant will, provided Landlord reasonably cooperates in connection therewith as required by the terms of Section 5.1 hereof, procure all licenses and permits which may be required for any use made by Tenant of the Premises.

Section 5.3 Restaurant Provision. Because the Permitted Use of the Premises under this Lease requires a restaurant and provides for sale of food and/or beverages, Tenant further agrees, in connection with its operations at the Premises, that:

(a) Tenant covenants and agrees that during the entire Term of this Lease, the Premises will be kept reasonably clean and in a sanitary condition at all times. Tenant agrees to use commercially reasonable efforts which may be necessary to minimize odors and noises in the Premises and emitted therefrom, except as may be reasonably associated with the Permitted Use and in compliance with law. Tenant shall not permit the accumulation of rubbish, trash, garbage and other refuse in and around the Premises, and will remove the same by its own personnel or by contractors on an as needed basis, all in compliance with applicable sanitation laws and in a manner so as to avoid causing any public or private nuisance. Tenant shall be responsible for all costs in connection with its trash and garbage removal, unless and to the extent any such costs result from the negligence or willful misconduct of Landlord or any of its agents, employees or contractors. Tenant shall install and maintain such grease traps and pre-treatment facilities as shall be required by the Town of Needham and/or any other governmental authority, if not already existing. In addition, whether installed within or outside of the Premises, any so-called grease traps/interceptors and storm drains shall be cleaned and maintained on a regular schedule and in accordance with any applicable governmental authorities.

(b) All federal, state and local codes, laws, rules and regulations shall be adhered to with respect to health, sanitation and the operation of a restaurant.

(c) Tenant agrees to maintain a contract with a licensed pest control contractor reasonably acceptable to the Landlord, which contract will provide for at least the monthly application of necessary pest control materials in the Premises.

(d) Particular care shall be taken to wash any dishes and perform any cleaning necessary to maintain in a clean and sanitary condition, free of all vermin, any kitchen areas or any other areas in the Premises in which beverages or foods may be prepared or dispensed.

(e) It is intended that the standards and obligations imposed by this Section 5.3 shall be maintained or complied with in addition to compliance with all applicable governmental laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, such laws, ordinances and regulations shall be complied with.

(f) Tenant shall be responsible for ensuring that any service areas in or around the Building used for Tenant's deliveries are broom clean after any such deliveries. Tenant acknowledges that in light of the nature of Tenant's use, Landlord is particularly concerned that

Tenant exercise due care with respect to the sanitary condition of the Premises and any such service areas, with due regard for Tenant's specific use.

(g) Tenant shall apply for, obtain, and maintain all health permits required under state and local laws and shall promptly forward copies of any such application (and upon receipt, any such permit) to Landlord. Landlord shall reasonably cooperate with Tenant in connection with any and all such permits by, inter alia, executing such applications and other documents which may be required therefor, In addition, Tenant shall notify Landlord within two (2) business days upon receipt by Tenant of written notice from any such permitting authority of any violations of law relating to the Premises or Tenant's use thereof.

(h) In the event that the Permitted Use allows for the sale of alcoholic beverages, Tenant agrees as follows:

(i) Tenant will comply with all municipal, state and other governmental laws, regulations and rules with respect to the sale of beer, wine and other alcoholic beverages, including, without limitation, obtaining and complying with the provisions of a Massachusetts liquor license for the sale of beer, wine and all other alcoholic beverages at the Premises (including any renewal or modification thereof, the "Liquor License"). Notwithstanding the foregoing, Tenant shall have the right to contest alleged violations of governmental laws, regulations and rules provided it delivers commercially reasonably security to Landlord therefor.

(ii) At the time that it shall make any filing with or shall receive a notice or other non-routine, written communication from any governmental authority concerning the sale of beer, wine or alcoholic beverage at the Premises, Tenant shall deliver a copy of such filing, notice or other communication to Landlord. Landlord shall reasonably cooperate with Tenant in connection with the foregoing by executing such applications and other documents which may be required therefor. The revocation of or inability to obtain a Liquor License shall not relieve Tenant of any of its obligations hereunder.

(iii) Tenant shall use diligent efforts to maintain order and decorum in and around the Premises and to avoid any improper or offensive conduct by patrons.

(iv) Without limiting the generality of Section 7.10 of this Lease, Tenant agrees to indemnify and hold harmless the Landlord from and against any and all claims made in writing against Landlord by any third parties or governmental authorities (and any and all loss, cost, damage or reasonable expense incurred by Landlord as a result of such claims) relating to the sale of alcoholic beverages in and from the Premises, including, without limitation, any such claim arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, employees or invitees, or from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring from and after the Commencement Date until the end of the Term of this Lease, whether such claim arises or accident, injury or damages occurs within or outside of the Premises. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liabilities (including, without limitation, reasonable legal fees, court costs and other reasonable

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disbursements) incurred or made in connection with any such claim or proceeding brought thereon, and the defense thereof, and shall survive the termination of this Lease. It is understood that without this indemnification of Landlord by Tenant, Landlord would not enter into this Lease and would not permit the sale of alcoholic beverages in or from the Premises.

(v) Without limiting the generality of other provisions of this Lease regarding insurance coverage to be maintained by Tenant, including the provisions of Section 7.10 hereof, for such period of time as Tenant shall sell any alcoholic beverages at the Premises, Tenant agrees to maintain with a responsible and qualified insurance company licensed to do business in Massachusetts, and with minimum combined limits of at least the minimum limits of insurance specified in Section 7.10 below, a so-called liquor law liability insurance (sometimes also known as "dram shop" insurance) policy or policies, which shall insure Tenant, upon then-prevailing industry terms, conditions and exclusions, against claims, demands or actions for personal and bodily injury to, or death of, one person or multiple persons in one or more accidents, and for damage to property, as well as for damages due to loss of means of support, loss of consortium, and the like. Such insurance shall (A) include (whether by endorsement or in the policy) this Lease as an "insured contract" or the equivalent thereof such that Tenant's indemnity obligations under the preceding paragraph will not be excluded from coverage due to a so-called "Contractual Liability exclusion" contained therein; and (B) include Landlord as an additional insured thereunder. Certificates of such insurance shall at all times be deposited with Landlord showing current insurance in force and shall provide that such policies shall not be cancelled or the coverage reduced without at least thirty (30) days' prior written notice to Landlord (or 10 days for non-payment of premium), and such certificate shall evidence the same. Tenant shall also provide a copy of such policy to Landlord from time to time promptly following Landlord's written request therefor.

ARTICLE VI

Section 6.1 Water and Sewer. The Tenant shall pay for all water and sewer charges consumed or used by it at the Premises during the Term, as provided in Section 4.7 hereof.

Section 6.2 Intentionally Omitted.

Section 6.3 Intentionally Omitted.

Section 6.4 Interruption; Delay. Landlord shall be under no responsibility or liability for failure or interruption of any such services referred to in this Article VI, or for utility services, caused by breakage, accident, strikes, repairs, inability after exercise of reasonable diligence to obtain supplies or other services, or for any cause or causes beyond the reasonable control of Landlord, or for causes attributable to the negligence or willful misconduct of Tenant or its agents, employees, or contractors nor in any event for any indirect or consequential damages. Except as expressly provided herein, the failure or omission on the part of the Landlord to furnish any service or make such repair required of Landlord under this Lease shall not be construed as an eviction of the Tenant, nor render the Landlord liable for damages, nor entitle Tenant to an abatement of rent, nor release the Tenant from the obligation to fulfill any of

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the covenants under this Lease, except as may be otherwise specifically provided in Articles IX and X hereof with respect to eminent domain and damage by fire or other casualty.

ARTICLE VII

Section 7.1 Rent. In addition to Minimum Rent, Tenant will pay to Landlord the Additional Rent and all other charges which Tenant is obligated to pay to Landlord under the terms of this Lease at the time and in the manner provided for in this Lease (and if no time is specified therefor, Tenant's payment shall be due within thirty (30) days following Landlord's written invoice to Tenant therefor). All such Additional Rent and other charges shall be payable without notice or demand and without offset or deduction (except as expressly provided in this Lease). As to any overdue installment of Minimum Rent (as defined below), Tenant shall, in addition to and without limiting any other rights or remedies to which Landlord may be entitled, pay Landlord a late charge for any Minimum Rent payment which is paid more than five (5) days after its due date equal to five percent (5%) of such payment, and in addition such payment shall accrue interest at the rate of fourteen percent (14%) per annum on the outstanding balance thereof until paid.

Section 7.2 Utilities. Tenant will contract for in its own name and pay, as they become due and payable, all charges for electricity and other utilities provided to the Premises (other than municipal water and sewer, which shall be in Landlord's name and billed by Landlord to Tenant as provided in Section 4.7 hereof). Landlord shall, at Tenant's expense, reasonably cooperate with Tenant respecting the foregoing by, inter alia, granting such easements and licenses to utility providers as Tenant may reasonably request.

Section 7.3 No Waste or Holes. Tenant shall not overload, damage or detach the Building from the Land nor shall it suffer or permit the same to be done, nor shall it commit any physical waste.

Section 7.4 Signs. Tenant shall be permitted the maximum allowable signage pursuant to the applicable code, including, without limitation, signage on the pylon sign, pursuant to the applicable code. The Tenant shall be solely responsible for obtaining the necessary permits or approvals required of any local or state agency having jurisdiction thereof. Landlord shall reasonably cooperate with Tenant in connection with the foregoing by executing such applications, certificates and other documents which may be required by Tenant to obtain governmental, permits, authorizations and approvals therefor.

Section 7.5 Intentionally Omitted.

Section 7.6 Maintenance; Repairs; and Yield-Up. Except for Landlord's express obligations under this Lease or as specifically herein otherwise provided, Tenant agrees that, until the end of the Term hereof, and during any holdover, it will keep reasonably neat and clean and maintain in good order, condition and repair the Premises and every part thereof, both exterior and interior, structural and non-structural, and all portions of the Premises, including, without limitation, all doors, plate glass, other glass, plumbing and sewage facilities, parking lot maintenance and striping, fixtures, interior walls, floors, ceilings, all wiring, electrical systems,

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water pipes, drain systems, the HVAC System, the roof, interior building appliances and similar equipment. Tenant shall be responsible for the proper removal and disposal of all trash and other waste from the Premises and shall contract with a qualified removal agency therefor. Tenant shall be responsible for the proper removal of snow and ice. Tenant shall pay all building and site maintenance charges as contracted for by the Tenant directly to the provider. There is excepted from Tenant's obligations hereunder, however, reasonable wear and tear, damage to such portions of the Premises as is caused by those hazards which are covered by the policies of fire insurance with all risk or extended coverage endorsements carried by Landlord with respect to the Building of which the Premises are a part ("Insured Casualty"), and repairs which are otherwise the responsibility of the Landlord hereunder. Without limiting the foregoing, except as expressly provided in this Lease, all costs for the consumption of gas (and/or other applicable utilities) and maintenance and repairs to, and necessary replacements of, the heating, ventilation, and air conditioning equipment and conduits within or exclusively serving the Premises (the "HVAC System") shall be at Tenant's sole cost and expense. Tenant shall contract with a licensed HVAC serviceman to conduct regular repair and maintenance to the HVAC system.

Notwithstanding the foregoing:

(a) the cost for any such repairs and other obligations of Tenant under this Section 7.6 which are made necessary by any default under this Lease or negligence or willful misconduct of Landlord, its employees, agents, licensees, or contractors may be charged entirely to the Landlord who shall pay Tenant's reasonable, out-of-pocket third party expense therefor within 30 days after receipt of Tenant's written invoice therefor (including commercially reasonable back-up documentation for the expense incurred); and

(b) If the Premises or portion thereof (excluding, however, Tenant's trade fixtures, trade equipment or, for the avoidance of doubt, other personal property of Tenant) reasonably requires a capital expenditure (as determined under sound accounting principles, consistently applied) during the Term, then the cost thereof shall be shared by Landlord and Tenant as follows: The cost of such capital replacement shall be divided by its expected useful economic life (measured in years), and (i) the amount attributable to future years (or portion thereof) falling within the initial Term and any then-exercised Extension Period shall be paid by Tenant and (ii) the amount attributable to future years (or portion thereof) from and after the Initial Term and any then-exercised Extension Period shall be paid by Landlord. However, if Landlord is required under this Section 7.6 to pay any such costs attributable to an Extension Period which has not yet been exercised by Tenant, then it shall be a condition of Tenant's right to extend the Lease for such Extension Period that Tenant reimburse Landlord for such costs. Notwithstanding the foregoing, any capital expenditure for the Premises shall, prior to being incurred, be approved by both Landlord and Tenant in writing (such approval not to be unreasonably withheld, conditioned or delayed); and in the event the parties are unable to agree on the same within thirty (30) days following either Landlord's or Tenant's written proposal to the other regarding the capital expenditure, they agree to submit the dispute to binding arbitration in Boston, Massachusetts by the American Arbitration Association, utilizing its expedited rules for commercial dispute arbitration as then in effect. Notwithstanding the foregoing, in the event that (A) the parties are unable to agree whether a capital expenditure is reasonably required or the allocation of the cost therefor, and (B) the Premises or any portion thereof is not reasonably

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usable for the conduct of Tenant's business for the Permitted Use, Tenant may, by written notice to Landlord delivered at any time after five (5) business days have elapsed following delivery by Tenant to Landlord of its written proposal respecting the capital expenditure, require that the foregoing arbitration process be commenced immediately. The costs of the arbitration shall be shared equally by the parties, except the arbitrator shall have jurisdiction to require payment of its fees and the prevailing party's reasonable attorney's fees and costs by the non-prevailing party if the arbitrator finds that the non-prevailing party unreasonably withheld, conditioned or delayed its consent to the proposed capital expenditure.

At the end of the Term or sooner termination of this Lease, Tenant shall peaceably surrender and deliver up the Premises and all erections, alterations and additions made to or upon the same (other than trade fixtures and equipment), to Landlord, broom clean, with all utilities safely capped (if not connected), and in the same repair and condition in all respects as the Premises were in on the Commencement Date, reasonable wear and tear (with due regard for the length of the Term), damage by Insured Casualty and obligations and defaults of Landlord only excepted. Except as expressly provided otherwise in this Lease, Tenant shall also, upon the expiration or earlier termination of the Term, remove all personal property, goods and effects, and trade fixtures and equipment belonging to Tenant or anyone claiming through or under Tenant (collectively, "Tenant's Property"). Tenant shall be responsible for and shall repair all damage or injury to the Premises and/or to the Building caused by the act, neglect or fault of Tenant or in the installation or removal of the Tenant's Property. Tenant will not make any structural change in, or addition to, the Premises without first obtaining, on each occasion, Landlord's consent in writing (such consent not to be unreasonably withheld, conditioned or delayed), and then only at the Tenant's expense, and in a lawful manner and upon such reasonable terms and conditions as Landlord, by such writing, shall approve, provided, however, that such terms and conditions shall not modify any of the terms and provisions contained in this Lease. Any such structural alteration or addition to the Building shall be made only after duly obtaining Landlord's prior written consent thereto (which shall not be unreasonably withheld, conditioned or delayed if the same could not reasonably be expected to have a material adverse effect on the structural integrity of the Building, or if the same could not reasonably be expected to result in an inferior exterior appearance of the Building from that existing on the Commencement Date) and all required permits and licenses. Landlord, upon expiration of the Term, shall retain as its property, without cost to it, any alterations so made (excluding, however, any trade fixtures and equipment installed in connection therewith, which Tenant shall remove as aforesaid). Tenant will, upon the request of Landlord, deliver to Landlord in writing a schedule setting forth the detail and cost of such alterations or additions.

(c) the Tenant shall be solely responsible for the costs incurred in performing its obligations under this Section 7.6 with respect to the Premises, subject to and in accordance with the terms of this Lease.

(d) the Landlord's obligation to repair shall not extend to reasonable wear and tear, except for repairs necessitated by the negligence or willful misconduct of Landlord or any of its agents, employees or contractors (the cost of which shall be paid by Landlord at its sole cost and expense as provided in clause (a) of this Section 7.6) and Landlord's obligations respecting capital expenditures set forth herein.

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Section 7.7 Trade Fixtures and Equipment. Any trade fixtures or equipment installed in or attached to the Premises by and at the expense of Tenant shall remain the property of Tenant and may be removed by Tenant at any time provided Tenant repairs any damage to or destruction of the Premises resulting therefrom in a good and workmanlike manner. Tenant have the right at any time and from time to time to remove any and all of its trade fixtures or equipment which it may have installed in or attached to the Premises during any term of the Lease or during any permitted holdover. Landlord hereby agrees to subordinate any lien right it may have in and to any of the foregoing to the lien of any lender to Tenant, and to execute, acknowledge and deliver to Tenant from time to time such documents and instruments as Tenant or any lender to Tenant may require to evidence such subordination and the lender's right to remove the collateral from the Premises in the event of a default by Tenant in its obligations to such lender(s). Notwithstanding the foregoing: (a) Landlord shall not be required to execute, acknowledge and deliver any such documents or instruments at any time when an Event of Default (hereinafter defined) exists and is continuing under this Lease; and (b) Tenant shall reimburse Landlord for its actual, out-of-pocket reasonable legal fees and expenses incurred in connection with Landlord's execution and delivery of any such documents or instruments.

Section 7.8 Compliance with Laws and Insurance Requirements. Tenant, in its use of the Premises and at its sole expense (except as expressly provided in this Lease), shall obtain all permits and certificates of occupancy and comply with all laws, orders and regulations of Federal, State, County and City authorities, and with any direction of any public officer or officers, pursuant to law, which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Premises due to Tenant's use and occupation thereof. Landlord shall reasonably cooperate with Tenant in connection with its obtaining such permits and certificates of occupancy by, inter alia, executing such applications and other documents which may be required therefor. Tenant agrees that the Premises shall be kept in a sanitary and safe condition in accordance with Federal and state laws and the by-laws, rules, regulations and ordinances of the Town of Needham, and in accordance with all directions, rules and regulations of the Health officer, Fire Marshall, Building Inspector and other proper officers of the governmental agencies having jurisdiction thereover. All repairs to the Premises required by any public official shall be made by Tenant, unless and to the extent the same are Landlord's express obligation pursuant to the terms and provisions contained in this Lease. Tenant shall not do or permit to be done any act or thing upon the Premises which will invalidate or be in conflict with fire insurance policies covering the Building, or the Premises, and fixtures and property therein, and shall not do or permit to be done any act or thing upon the Premises which shall or could reasonably be expected to subject Landlord to any liability or responsibility for injury to any person or persons, or to property, by reason of any business or operation being carried on upon the Premises, or for any other reason, and Tenant, at its sole expense, shall (except as expressly provided in this Lease) comply with all rules, orders, regulations or requirements of the Board of Fire Underwriters or any other similar body and of every other governmental agency having jurisdiction over the Building relating to Tenant's use of the Premises, and shall not do or permit anything to be done in or upon the Premises or bring or keep anything therein except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Bureau or other authority having jurisdiction and then only in such quantity and manner of storage as not to invalidate the fire insurance on the Building. If by reason of failure of Tenant to

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comply with the provisions of this Section including, but not limited to, the use to which Tenant puts the Premises, the fire insurance rate shall at the beginning of this Lease or any time thereafter be higher than it otherwise would be, then Tenant shall, in addition to the provisions of Section 3.7, reimburse Landlord, as Additional Rent hereunder, for that part of all fire insurance premiums thereafter paid by Landlord which shall have been charged because of such failure or use by Tenant, and shall make such reimbursement within thirty (30) days after written billing therefor by Landlord, including commercially reasonable back-up documentation for the amounts claimed to be due. In any action or proceeding wherein Landlord and Tenant are parties, a schedule or "make up" of rate for the Building or the Premises, issued by the Fire Insurance Exchange, or other body making fire insurance rates for the Premises, shall be prima facie evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to the Premises.

Section 7.9 Contents at Tenant's Risk. To the maximum extent permitted by Massachusetts law, all inventory, equipment, goods, merchandise, furniture, trade fixtures and other items of every kind which constitute Tenant's Property shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the use or abuse of water or by the leaking or bursting of water pipes, by roof or other structural leak, or in any other way or manner, no part of such loss or damage shall be charged to or borne by Landlord in any case whatsoever, except that to the extent required by applicable Massachusetts law, the foregoing shall not exculpate the Landlord from acts of its own negligence or willful misconduct. Tenant agrees to maintain full and adequate insurance coverage on all of Tenant's Property at the Premises and in the Building, including physical damage, theft and business interruption insurance.

Section 7.10 Indemnity. Subject to the terms and provisions contained in Section 12.3 hereof, and except to the extent caused by the negligence or willful misconduct of Landlord or any of its agents, employees or contractors, Tenant agrees to indemnify and hold harmless the Landlord from and against all claims respecting bodily injury or death or damage to tangible property which may be asserted by any third party against Landlord arising from any act, omission or negligence of the Tenant, or Tenant's contractors or licensees, or of the agents, servants, employees or business invitees of Tenant, or Tenant's contractors or licensees, or persons coming into the Premises for the purpose of visiting or dealing with any one or more of the foregoing, or arising from any accident, injury, or damage whatsoever caused to any person (including death) or to the tangible property of any person occurring in, on or about the Premises, or arising from any accident, injury or damage occurring on or about the Premises, which such accident, damage or injury results or is claimed to have resulted from a negligent act or omission on the part of Tenant or Tenant's contractors or licensees, or of the agents, servants, employees or business invitees of Tenant, or Tenant's contractors or licensees, or persons coming into the Building for the purpose of visiting or dealing with any one or more of the foregoing. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liabilities (including reasonable attorneys' fees) incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

Tenant agrees to maintain in full force during the Term hereof a policy of commercial general liability insurance under which the Landlord is included as an additional insured. Such

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policy shall be non-cancellable with respect to the Landlord and Landlord's said designees without thirty (30) days prior written notice, or ten (10) days prior written notice to Landlord in the case of non-payment of premium, and a certificate thereof shall be delivered to Landlord. Tenant shall also provide a copy of such policy to Landlord from time to time promptly following Landlord's written request therefor. Such insurance shall also include (whether by endorsement or in the policy) this Lease as an "insured contract" or the equivalent thereof such that Tenant's indemnity obligations under this Section 7.10 will not be excluded from coverage due to a so-called "Contractual Liability exclusion" contained therein. The minimum limits of liability of such insurance shall be Five Million Dollars ($5,000,000.00) combined single limit per annum for bodily injury or death (which may be in the form of one or more policies achieving such limits), and Five Hundred Thousand Dollars ($500,000.00) with respect to damage to tangible property. Whenever (but not within the initial Term hereof and not more than on one occasion in any three-year period thereafter), in Landlord's reasonable judgment, consistent with requirements then being imposed by Landlords of comparable properties leased to comparable tenants for comparable use, there exists a need for additional insurance coverage or different types of insurance or amounts in connection with the Premises and Tenant's use and occupancy thereof, Tenant shall, upon written request by Landlord describing the additional coverage requested in reasonable detail, obtain such insurance within a commercially reasonable period of time at Tenant's expense and provide Landlord with evidence thereof. In no event shall any increase in the amount of liability insurance Tenant is required to provide hereunder exceed the percentage increase in the CPI since the date of the prior adjustment required by Landlord hereunder (or, in the case of the first increase, the Commencement Date), provided, however, that in the event Tenant installs and is operating a bar in the Premises and Tenant's annual gross sales from the Premises exceed $1,500,000, Landlord may require that the amount of such insurance be increased to: (a) not more than Seven Million Dollars ($7,000,000) combined single limit per annum prior to the second Extension Period; and (b) not more than Ten Million Dollars ($10,000,000) combined single limit per annum during the second Extension Period.

Tenant shall also provide and pay for window and plate glass insurance with respect to the Premises from a company or companies licensed to do business in Massachusetts and in amounts reasonably satisfactory to Landlord from time to time. Such policy shall be non-cancellable with respect to the Landlord without thirty (30) days prior written notice, or ten (10) days prior written notice to Landlord in the case of non-payment of premium, and a certificate thereof shall be delivered to Landlord promptly following Landlord's written request therefor.

Tenant agrees that Landlord shall not be responsible or liable to the Tenant, or to those claiming by, through, or under, Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons claiming by, through or under Tenant, or its or their property, except that to the extent required by applicable Massachusetts law the foregoing shall not exculpate the Landlord from acts of its own negligence or willful misconduct.

Section 7.11 Landlord's Access. Landlord or its professional representatives shall have the right without charge to it and without reduction in rent, at reasonable times, and with reasonable prior notice, and in such manner as shall not materially interfere with Tenant's business, to enter to view the Premises and, if Landlord so elects, to make entry for the purpose

of reasonably investigating repair or maintenance problems, or to maintain or repair any portion of the Building which Landlord is obligated to maintain under this Lease, and, in case of an emergency, whether resulting from circumstances in the Building or elsewhere at the Premises, Landlord or its representative may enter the Premises in any lawful manner at any time, with contemporaneous notice to Tenant (which may be telephonic) to take such measures as may be reasonably needed to cope with such emergency. Such access in the event of an emergency shall include, but not be limited to, the right to open floors, walls, ceilings, and building systems to the extent reasonably necessary. Landlord may during the last twelve (12) months of the Term, show the Premises to persons wishing to lease or purchase same.

Section 7.12 No Liens. Tenant shall not permit any mechanics, laborer's or materialmen's liens to stand against the Building for any labor or materials furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed in or on the Premises by or at the direction or sufferance of the Tenant.

Section 7.13 Intentionally Omitted

Section 7.14 Subletting and Assignment. Tenant shall neither assign, mortgage, pledge or encumber its interest in this Lease, nor underlet all or any part of the Premises without the prior written consent of the Landlord. From and after the date which is thirty-six (36) months following the Commencement Date, Landlord's consent to any assignment of this Lease by Tenant shall not be unreasonably withheld, conditioned or delayed. Prior to such time, Landlord may withhold its consent to any proposed assignment of this Lease by Tenant in its sole discretion. As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation: (a) any transfer of Tenant's interest in this Lease by operation of law, (b) the merger or consolidation of Tenant with or into any other firm or corporation; (c) the transfer or sale of a controlling interest in Tenant; or (d) a sale of substantially all of Tenant's assets, including this Lease. Notwithstanding any assignment of Tenant's interest in this Lease or any subletting of the Premises, Tenant named herein shall remain fully, primarily and unconditionally liable under this Lease and shall not thereby be released from the performance and observance of all the agreements and conditions on the part of the Tenant to be performed hereunder, unless Landlord agrees otherwise in its sole discretion. It shall be a condition of the Landlord's consent to any such assignment or subletting that such assignee or subtenant (or Tenant, in the event of a transfer of a controlling interest in Tenant) shall execute and deliver to Landlord an agreement wherein such assignee or Tenant (as applicable) agrees with Landlord to perform all of the agreements and conditions on the part of Tenant to be performed hereunder (in the case of an assignment) or all of the agreements and conditions on the part of Tenant to be performed hereunder with respect to the portion of the Premises which is sublet (in the case of subletting). If Tenant shall request permission to assign this Lease or sublet the Premises to any person, Landlord shall have the right to review the assignment or sublease instrument.

Landlord and Tenant further agree that in no event shall Tenant sublease any portion of the Premises without Landlord's prior written consent (which may be withheld in Landlord's sole discretion).

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Notwithstanding any provision of this Lease to the contrary:

(a) Tenant shall have the right, without the prior written consent of Landlord, to do the following:

(i) allow use of the Premises and portions thereof by others for reasonable functions, special events and the like associated with the Permitted Use, provided that Tenant shall ensure compliance with all other terms and provisions of this Lease in connection with the foregoing (which shall not be considered subleasing by Tenant in violation of the terms and provisions hereof); and

(ii) enter into an agreement to operate the Premises for the Permitted Use as a franchisee of a bona fide restaurant chain.

(b) From and after the date which is thirty-six (36) months following the Commencement Date, Landlord shall not withhold its consent to an assignment by Tenant of its interest in this Lease to any person or entity (i) controlling, controlled by, or under common control with Tenant, (ii) acquiring all or substantially all of the assets of Tenant (including this Lease) or a direct or indirect controlling interest in Tenant, or (iii) with or into which Tenant merges or consolidates, provided that in the cases of (ii) and (iii) (each, a "Business Sale Transaction") the following conditions are satisfied:

(A) Tenant shall have given Landlord a written notice advising Landlord of Tenant's intention to enter into a Business Sale Transaction at least sixty (60) days prior to the consummation of the Business Sale Transaction;

(B) Tenant shall have provided to Landlord, at least twenty-one (21) days prior to the consummation of the Business Sale Transaction, reasonably detailed financial, professional and background information submittal concerning either Tenant's assignee or the individual or entity that will acquire a controlling interest in Tenant (as applicable);

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(C) Either: (I): The net worth of Tenant's assignee or the individual or entity who will acquire a controlling interest in Tenant (as applicable), or a principal of the assignee if the assignee is other than an individual, shall be equal to or greater than $200,000.00 as of the date of the Business Sale Transaction, as evidenced by financial statements prepared in accordance with sound accounting principles, consistently applied (or pro forma financial statements for any newly formed entity) and provided to Landlord at least twenty-one (21) days prior to the consummation of the Business Sale Transaction (and verified by Landlord in its commercially reasonable discretion applying sound accounting principles, consistently applied); OR (II) prior to the effective date of the Business Sale Transaction, Tenant shall deposit with Landlord cash in an amount sufficient to increase the Security Deposit described in Section 11.4 hereof to an amount which equals six (6) times the sum of: (x) the then-current amount of the monthly Minimum Rent payment being made by Tenant; (y) one-twelfth of the then current amount of annual Taxes; and (z) one-twelfth of the then-current amount of the annual Landlord's Insurance Premium. By way of example. If the then-current Minimum Rent is $7,811 and the monthly installments on account of Taxes and Landlord's Insurance Premium are $675.00 and $375, respectively, then the Security Deposit shall be increased to $53,166, requiring a Security Deposit increase hereunder in the amount of $28,166 (presuming the amount of the Security Deposit at the time remains $25,000.00);

(D) The assignee or the individual or entity acquiring a controlling interest in Tenant (as applicable) shall have no criminal record that would disqualify such person or entity from obtaining any liquor or other required license to operate for the Permitted Use, shall have never been an adverse party to Landlord or any of its affiliates in any lawsuit, shall not have been subject to any bankruptcy or insolvency proceeding (not dismissed within 60 days) within the 10 years immediately preceding the date of the Business Sale Transaction, or be a person or entity with whom Landlord is prohibited from transacting business under either (I) the regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury, or (II) the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001;

(E) The assignee or the individual or entity acquiring a controlling interest in Tenant (or a principal, guarantor, or franchisor of such individual or entity) shall have substantial experience and/or professional presence in the restaurant or food service industry business, as reasonably verified by Landlord; and

(F) The assignee or Tenant (as applicable) following the Business Sale Transaction shall be permitted to use the Premises only for the Permitted Use, and no other purpose.

In the case of any assignment by Tenant under this Lease, Tenant shall reimburse Landlord for its reasonable, out-of-pocket, third-party fees and expenses paid to its attorney(s) and/or accountant(s) advising Landlord in connection therewith, not to exceed $5,000 in the aggregate for any single assignment.

Notwithstanding anything contained in this Lease to the contrary, in the event of an assignment by the original Tenant named herein of its interest in this Lease, including, without limitation, an assignment which constitutes a Business Sale Transaction, the Minimum Rent payable by Tenant under this Lease shall, effective from and after the date of the assignment and for the remainder of the Initial Term and the first Extension Period, be payable by Tenant in an amount which equals the greater of: (I) the amount which is equal to 105% of the amount of the Minimum Rent payable by Tenant immediately prior to the assignment; or (II) the amount which is equal to the Minimum Rent payable by Tenant immediately prior to the assignment, increased by the percentage increase (if any) in the CPI as of the date of the assignment over the CPI as in effect on the date which is one (1) year prior to the date of the assignment. For the avoidance of doubt, Minimum Rent during the second Extension Period shall be as provided in Section 9 of the Summary of Basic Terms, it being the parties' intent that such Minimum Rent shall equal 100% of the fair market rental value of the Premises during the second Extension Period (but in no event less than the Minimum Rent in effect on the last day of the first Extension Period, as it may have been affected by the provisions of this paragraph), as opposed to 105% of (or, if applicable, CPI adjustment over) the fair market rental value of the Premises during the second Extension Period.

ARTICLE VIII

Section 8.1 Subordination to Mortgages. Landlord represents and warrants to Tenant that the Premises are not presently subject to any mortgage, deed of trust, ground lease or the like. Tenant agrees that this Lease is and shall be and remain subordinate to the lien of any present or future mortgage or mortgages, and to all renewals, extensions, and modifications therefor or amendments thereto. Tenant agrees that it will, upon request of Landlord, execute, acknowledge, and deliver any and all instruments deemed necessary or desirable by Landlord to give effect to, or notice of, such subordination, provided that the subordination of this Lease to any future mortgage shall be conditioned upon the mortgagee's providing to Tenant a written agreement not to disturb Tenant's rights under this Lease so long as Tenant is not in default hereunder beyond any applicable notice or cure period. Upon the request of Landlord or any holder of a mortgage on the Building, Tenant shall enter into such subordination, non-disturbance and attornment agreement with such mortgagee. Tenant agrees that, if it shall fail at any time to execute, acknowledge or deliver any such instrument requested by Landlord, or its mortgagee or mortgagees, then Landlord may, in addition to any other remedy available to Landlord, execute, acknowledge and deliver such instrument as Tenant's attorney-in-fact and in Tenant's name; and Tenant hereby makes, constitutes, and irrevocably appoints Landlord as its

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attorney-in-fact for that purpose.

Section 8.2 Notice to Mortgagee. Upon receipt of a written request by the Landlord or any holder of a mortgage on the Building the Tenant will thereafter send any such holder copies of all notices of default or termination or both given by the Tenant to the Landlord in accordance with any provision of this Lease. In the event of any failure by the Landlord to perform, fulfill or observe any agreement by the Landlord herein or any breach by the Landlord of any representation or warranty of the Landlord herein, any such holder may at its election cure such failure or breach for and on behalf of the Landlord, provided that the cure is completed within the time permitted for Landlord to complete its cure hereunder.

Section 8.3 Estoppel Certificates. Tenant agrees, at any time and from time to time, upon not less than ten (10) days prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying except as may be indicated that this Lease is presently in full force and effect and unmodified, that the Tenant has accepted possession of the Premises, any improvements required by the terms of this Lease to be made by the Landlord have been completed to the satisfaction of the Tenant, that no rent under the Lease has been paid more than thirty (30) days in advance of its due date (except for security deposits, if any, in a specified amount), that the address for notices to be sent to the Tenant is as set forth in the Lease or as specified in such certificate and that the Tenant as of the date of executing the certificate has no charge, lien or claim of offset under the Lease, or otherwise, against rents or other charges due or to become due thereunder, or if any describing the same in reasonable detail. In addition, in the event the Tenant receives written notice from the Landlord and the holder of a mortgage on the Building so requesting who has subordinated or is concurrently subordinating its mortgage to this Lease as provided in Section 8.2 hereof, the Tenant shall enter into a written agreement with the holder of such mortgage providing that: (1) the Tenant will not pay any amount due under the Lease more than thirty (30) days in advance of its due date (except for security deposits); (2) Tenant will not surrender this Lease (other than upon expiration of the Term or in connection with a termination right expressly provided in this Lease) or consent to a material modification of this Lease nor to the termination thereof by the Landlord (other than in accordance with the express provisions of this Lease) without such holder's consent, provided such consent to modifications will not be unreasonably withheld, conditioned or delayed; (3) Tenant will not seek to terminate this Lease by reason of any act or omission of the Landlord until the Tenant shall have given written notice of such act or omission to the holder of such mortgage (at such holder's last address furnished the Tenant) and the time required for Landlord to cure Landlord's act or omission has elapsed following the giving of such notice, during which period such holder shall have the right, but shall not be obligated, to remedy such act or omission. Landlord agrees, at any time and from time to time, upon not less than ten (10) days prior written request by Tenant, to execute, acknowledge and deliver to Tenant a statement in writing certifying except as may be indicated that this Lease is presently in full force and effect and unmodified and that the Tenant is not in default of any provisions hereof, or a list of any of Tenant's defaults.

ARTICLE IX

Section 9.1 Eminent Domain; Right to Terminate and Abatement in Rent. If the

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Premises or any part thereof, or the whole or any part of the Building, shall be taken, for any street or other public use, by action of the municipal, state, federal or other authorities, or shall receive any substantial damage for which Landlord or Tenant shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority, after the execution hereof and before the expiration of the Term hereof (collectively in each case, a "Taking"), then in the case of a Material Taking (as hereinafter defined) this Lease and the term hereof shall terminate at the election of Landlord or Tenant by written notice to the other party within forty-five (45) days following the date of the Material Taking, and such election may be made in case of any such Material Taking notwithstanding the entire interest of Landlord may have been diverted by such Material Taking.

In the event of a Material Taking for which neither party elects to terminate this Lease or in the case of a Taking which is not a Material Taking, a just and equitable proportion of the Minimum Rent and Additional Rent payable by Tenant to Landlord under this Lease shall be abated according to the nature and extent of the injury sustained by the Premises, shall be suspended or abated unless and until the Premises or, in case of such taking, what may remain thereof, shall have been put in proper condition for use and occupation for the Permitted Use as conducted by Tenant immediately prior to the Taking. To the extent that the Premises, upon having been put in such proper condition for use and occupation are smaller, or due to the Taking there is material interference with Tenant's use of or access to the Premises, the Minimum Rent and Additional Rent payable by Tenant to Landlord hereunder shall be equitably reduced for the balance of the Term (with it being agreed that any Taking which results in a loss of floor area in the Building shall result in a reduction in Minimum Rent and Additional Rent in the same proportion for which the reduction in space bears to the original square footage of the Building as of the Lease Date). For purposes hereof, a "Material Taking" shall mean a Taking which either (a) results in the permanent loss of more than 20% of the floor area of the Building, or any portion of the Building reasonably deemed material by Tenant to its use thereof for the Permitted Use, (b) results in the loss of more than 20% of the parking spaces available at the Premises, or (c) in Tenant's reasonable judgment materially interferes with access to the Premises for the Permitted Use.

Section 9.2 Restoration. If this Lease is not terminated as provided in Section 9.1, Landlord shall apply so much of the available proceeds of the Taking award as are reasonably required to restore the Premises to their condition existing immediately prior to the Taking, subject to zoning laws and building codes then in existence. If the available proceeds of the eminent domain award are insufficient for that purpose, Landlord shall have no obligation to expend funds in excess of said proceeds and the Landlord shall have the right to reasonably select which portions of the Premises, shall be restored. The term "available proceeds" shall mean the amount of the award paid to Landlord, less Landlord's reasonable, out-of-pocket, third party cost of obtaining the same (including reasonable attorneys' fees) and less that amount thereof required to be paid to a mortgage.

Section 9.3 Landlord to Control Eminent Domain Action. Landlord reserves all rights to compensation for damage to the Building, the Premises or any part thereof, or the leasehold hereby created, heretofore accrued or hereafter to accrue, by reason of any permanent Taking, and by way of confirmation of the foregoing the Tenant hereby assigns all rights to such

damages heretofore accrued or hereafter accruing during the Initial Term or any extension hereof to the Landlord, provided, however that Tenant reserves the right to make a separate claim against the condemning authority for relocation expenses and any portion of the award attributable to its trade fixtures, trade equipment or other personal property, and to 100% of the award for any non-permanent Taking (to the extent applicable to the Term).

ARTICLE X

Section 10.1 Property Insurance; Casualty; Partial Damage. At all times during the Term, Landlord shall carry so-called "all-risk" fire and extended coverage property insurance insuring the Building and its related improvements for their full replacement cost (exclusive of foundations and footings and any other non-insurable elements), as reasonably determined by Landlord. Such insurance shall include all alterations, additions and installations by Tenant but shall not include any of Tenant's trade equipment, trade fixtures, furniture or personal property. Notwithstanding the foregoing, Tenant agrees that the foregoing insurance obligation of Landlord shall be deemed satisfied if Landlord causes the Premises to be insured under a policy of property insurance covering the so-called "Tuck Brothers" portfolio of properties owned by the Tuck family and various partners and affiliates, with an equitable share thereof allocated to the Premises. Landlord shall provide a copy of such policy to Tenant from time to time promptly following Tenant's written request therefor.

In case during the Term hereof the Premises shall be partially damaged (as distinguished from "substantially damaged", as that term is hereinafter defined) by fire or other casualty insured against by Landlord, Tenant shall give notice of such damage to Landlord and Landlord shall, proceeding with reasonable dispatch, repair such damage and restore the Premises, or the Building (including, without limitation, any alterations, additions and installations by Tenant), to substantially their condition at the time of such damage, but Landlord shall not be responsible for any delay which may result by reason of adjustment of insurance claims, collection of insurance proceeds, labor troubles or from any cause beyond Landlord's reasonable control, and Landlord shall also not be responsible for restoration of any of Tenant's trade equipment, trade fixtures, furniture or personal property, all except to the extent caused by the negligence or willful misconduct of Landlord or any of its agents, employees or contractors.

Section 10.2 Casualty; Substantial Damage. In case during the Term hereof the Premises, or the Building, shall be substantially damaged by fire or other casualty insured against by Landlord, this Lease shall, except as hereinafter provided, remain in full force and effect and Landlord shall, upon notice of such damage from Tenant and proceeding with reasonable dispatch, repair or rebuild the Premises, or the Building (including, without limitation, any alterations, additions and installations by Tenant) to substantially their condition at the time of such damage or destruction (subject, however, to zoning laws and building codes then in existence), but Landlord shall not be responsible for any delay which may result by reason of adjustment of insurance claims, collection of insurance proceeds, labor troubles, or from any cause beyond Landlord's reasonable control, and Landlord shall also not be responsible for restoration of any of Tenant's trade equipment, trade fixtures, furniture or personal property. In

the event the Premises or the Building are substantially damaged Landlord or Tenant may, within sixty (60) days after Landlord receives written notice from Tenant of such damage or destruction, give written notice to the other of its election to terminate this Lease, in which event Landlord shall have no obligation to restore or repair. If Landlord or Tenant exercises said right of termination, this Lease and the term hereof shall cease and come to an end as of the date of the fire or other casualty.

Section 10.3 Abatement of Rent. In the event that the provisions of Section 10.1 or Section 10.2 of this ARTICLE X shall become applicable, the Minimum Rent and Additional Rent shall be equitably abated given the nature and extent of the damage, during any period in which, by reason of any such damage or destruction, there is material interference with the operation of the business of Tenant in the Premises, having regard to the extent to which Tenant may be required to discontinue its business in the entire Premises due to partial damage, and such abatement or reduction shall continue for the period commencing with such destruction or damage and ending on the date which is sixty (60) days from and after the date of substantial completion by Landlord of such work, repair and/or reconstruction as Landlord is obligated or elects to do.

Section 10.4 Limitation on Landlord's Obligation; Tenant's Right to Terminate. The obligations of the Landlord under Sections 10.1 and 10.2 hereof shall be limited and modified by this Section 10.4. Landlord shall not be obligated under any circumstances: (i) to commence on-site repair or restoration work prior to receipt of sufficient insurance proceeds or written confirmation of sufficient proceeds which will be made available by its insurer; or (ii) to expend sums in excess of recovered insurance proceeds to repair or restore any damage or destruction to the Premises or the Building. Landlord may at its election terminate this Lease upon written notice to Tenant given within thirty (30) days following the refusal of any mortgagee to release insurance proceeds in excess of $200,000 for repair or restoration of the Premises or the Building, such notice to be effective as of the date of the fire or other casualty.

In addition, if the Premises or the Building are damaged and Landlord does not, within ninety (90) days following notice of such damage from Tenant to Landlord, notify Tenant in writing (a "Repair Estimate") of its intention to repair and restore as required hereby (with a commercially reasonable estimate of the time such repair and restoration will require), and thereafter proceed to (A) commence the repair and restoration work required of Landlord pursuant to this Article X within one hundred eighty (180) days of such notice of intent from Landlord to Tenant, and (B) complete such repair and restoration work within nine (9) months from the date of the commencement of repair and restoration work, Tenant may, so long as it is not then in default hereunder beyond any applicable notice or cure period, terminate this Lease upon written notice to Landlord given after the expiration of the time within which Landlord was to commence or complete work, or if Landlord fails to provide the Repair Estimate within ninety (90) days following notice of the fire or casualty from Tenant to Landlord, as the case may be. In addition to and without limiting the foregoing, Tenant shall have the right to terminate this Lease if the Premises are damaged during the last six (6) months of the Term and as a result thereof all or a material portion of the Premises is not reasonably usable by Tenant for the conduct of its business for more than thirty (30) days, or if such damage occurs during the last year of the Term and the repair and restoration thereof cannot reasonably be expected to

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completed within a time period exceeding one-third of the remaining Term.

Section 10.5 "Substantially Damaged". The terms "substantially damaged" and "substantial damage", as used in this ARTICLE X, shall have reference to damage to the Building to the extent of 50% or more of the cost of replacement thereof, or any other damage to the Building or the Land which cannot reasonably be expected to be repaired within nine (9) months from the date repairs are physically commenced.

ARTICLE XI

Section 11.1 Tenant's Default. Subject to applicable provisions of law and the provisions of Section 12.6 hereof, this Lease is based upon the condition that: (a) if Tenant shall neglect or fail to pay when due any installment of Minimum Rent and Additional Rent (excluding water charges) within five (5) days following written notice from Landlord that Tenant's payment was not made when due, provided that Landlord shall be obligated to give such notice only once in any twelve-month period, and a subsequent default by Tenant in payment of Minimum Rent and Additional Rent (excluding water charges) as and when due within such twelve-month period shall be an Event of Default hereunder, with no notice requirement; or (b) if Tenant shall neglect or fail to perform or observe any of the other covenants or undertakings herein on its part to be performed or observed and such neglect or failure shall continue for thirty (30) days after written notice to it from Landlord; provided that if the default is other than a default under clause (a) above, or clauses (c) through (h) below, and is such that it cannot reasonably be cured within thirty (30) days, but is capable of being cured, Tenant shall have such additional time as may be reasonably necessary under the circumstances to cure such default, provided that Tenant has commenced a cure within the initial thirty (30 day period and continues to pursue such cure diligently to completion; or (c) if proceedings for corporate or other reorganization or arrangement under the bankruptcy laws of the United States, including without limitation any proceedings under Chapter X, XI, or XII of the Bankruptcy Code or any laws amendatory thereof or supplemental thereto, shall be filed by Tenant; or (d) if any other proceedings are instituted by the Tenant under the Bankruptcy Code or any laws amendatory thereof or supplemental thereto and not dismissed within sixty (60) days; or (e) if any other proceedings shall be instituted against the Tenant under the Bankruptcy Code or any Insolvency Law and not be dismissed within sixty (60) days; or (f) if the Tenant shall execute an assignment of all or substantially all of its property for the benefit of its creditors; or (g) if a receiver or other similar officer for Tenant or any Guarantor shall be appointed and not be discharged within sixty (60) days; or (h) if the estate hereby credited shall be taken by execution or by other process of law and is not redeemed by Tenant within sixty (60) days thereafter; then, except in the case of a default under clauses (c) or (f) above in which event this Lease shall terminate automatically, Landlord may, immediately or at any time thereafter (notwithstanding any license or waiver of any former breach or waiver of the benefit hereof, or consent in a former instance), and without demand or notice, in person or by agent or attorney, lawfully enter the Premises or any part thereof and repossess the same as of its former estate, or terminate this Lease by written notice to Tenant, and in either event expel Tenant and those claiming through or under it and lawfully remove their effects without being deemed guilty of any manner of trespass and without prejudice to any remedy which might otherwise be used for arrears of rent or breach of covenant, and upon entry or written notice of termination, or automatic termination,

both as aforesaid, this Lease shall terminate and the Landlord, in addition to all other remedies which it may have at law, and not in limitation thereof (unless Tenant has made the Liquidated Damages Payment, as hereinafter defined), shall have the remedies provided in ARTICLE XI hereof. The circumstances described in clauses (a) through (h) in this Section 11.2 shall each constitute an "Event of Default" by Tenant under this Lease.

Section 11.2 Landlord's Remedies. In the event an Event of Default occurs hereunder, Tenant shall, at either Landlord's or Tenant's election by written notice to the other party at any time thereafter, either: (a) pay to Landlord as liquidated and final damages a sum equal to six (6) times the amount of the monthly installment of Minimum Rent, Taxes, and Landlord's Insurance Premium being paid by Tenant as of the date of the Event of Default (the "Liquidated Damages Payment"); or (b) indemnify Landlord during the remainder of said Initial Term and of any exercised Extension Period against all loss of income from this Lease suffered by reason of such termination, the loss if any, for each month during the remainder of the Initial Term and of any such exercised Extension Period to be paid at the beginning of each month. In the event Tenant makes the Liquidated Damages Payment to Landlord, Tenant shall be forever irrevocably released from all other liabilities hereunder. If this Lease shall be terminated as provided in Section 11.1 hereof and Tenant does not elect pay the Liquidated Damages Payment to Landlord, then in determining Landlord's loss of income after accounting for any re-letting, there shall be deducted from the proceeds of any such re-letting all expenses which Landlord may reasonably incur in connection therewith, including, without limitation, legal expenses, attorneys' fees, brokerage fees, and the cost of putting the Premises in good order or preparing the same for rental (provided that all such costs shall be equitably pro-rated in the event the reletting is for longer than the remainder of the Initial Term and any exercised Extension Periods). If this Lease shall be terminated as provided in Section 11.1 hereof, Landlord may re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Term and may grant concessions or free rent reasonably consistent with then-current market conditions. The failure or refusal of Landlord to re-let the Premises or any part or parts thereof shall not release or affect Tenant's liability for damage, provided Landlord shall use commercially reasonable efforts to mitigate any damage or loss. Any suit brought to collect the amount of deficiency for any month or other period shall not prejudice in any way the right of Landlord to collect the deficiency for any subsequent month or period by a similar proceeding. Landlord at Landlord's option may make such alterations, repairs, replacements and decorations on the Premises as Landlord in Landlord's sole judgment considers advisable and necessary for the purpose of re-letting the Premises, provided the same are reasonably consistent with then-current market conditions, and the making of such alterations or decorations shall not operate or be construed to release Tenant from liability hereunder. Provided Landlord uses commercially reasonable efforts to mitigate any damage or loss Landlord shall in no event be liable in any way for failure to re-let the Premises, or, if the Premises are re-let, for failure to collect the rents due under such re-letting.

Notwithstanding the foregoing, in no event shall the Liquidated Damages Payment exceed Landlord's actual damages. By way of illustration, if there are only two (2) calendar months remaining in the Term as of the date of the Event of Default, then the Liquidated Damages Payment hereunder shall be an amount equal to two (2) times the amount of the

monthly installment of Minimum Rent, Taxes and Landlord's Insurance Premium being paid by Tenant as of the date of the Event of Default

Section 11.3 Reimbursement of Landlord. In the event of any default by Tenant in the payment of any Minimum Rent, or Additional Rent, or the payment, performance or observance of any other term or provision hereof beyond any applicable notice or cure period, Tenant will, subject to and upon the terms hereof, reimburse Landlord for all reasonable expenses incurred by Landlord in collecting such rent or in obtaining possession of, or in re-letting the Premises, or in defending any action, or in enforcing any of Landlord's rights, including expenses for, reasonable counsel fees and commissions. Tenant further agrees that, if on termination of this Lease by expiration or otherwise, Tenant shall fail to remove any of its property from the Premises as provided for herein, Landlord shall, after giving Tenant five (5) days prior written notice thereof, be authorized, in its sole option, and in Tenant's name and on its behalf, either (i) to cause such property to be removed and placed in storage for the account and at the expense of Tenant; or (ii) to sell such property at public or private sale, with or without further notice, and to apply the proceeds thereof, after the payment of all expenses of removal, storage and sale, to the indebtedness, if any, of Tenant to Landlord, the surplus, if any, to be promptly paid to Tenant; prior to the removal of such property the Landlord may charge the Tenant a fair rental amount for the storage of such property if the same is stored outside the Premises. Landlord shall have all of the same remedies in the event of Tenant's failure to pay sums payable by Tenant under this ARTICLE XI as Landlord has for Tenant's failure to pay either Minimum Rent or Additional Rent hereunder.

Section 11.4 Security Deposit. Tenant shall pay to Landlord concurrently with the execution hereof the sum of dollars set forth in Item 11 of the Summary of Basic Terms ("Security Deposit") as security for the payment of all Minimum Rent, Additional Rent and other charges together with the performance and observance of all of the agreements and conditions in this Lease to be paid, performed and observed by the Tenant within any applicable notice and cure period. In the event of any default(s) in such payment, performance or observance within any applicable notice or cure period, Landlord may apply said sum or any part thereof, towards either or both of the curing of any such default(s) or compensating Landlord for any loss or damage arising from any such default(s) to which Landlord is entitled under the terms and provisions of this Lease. Upon the yielding up of the Premises at the expiration or other termination of term of this Lease, if Tenant shall not then be in default or otherwise liable to Landlord, said remaining Security Deposit, or the unapplied balance thereof, shall be returned to Tenant within thirty (30) days thereafter. It is understood and agreed that Landlord shall always have the right to apply the Security Deposit, or any part thereof, in the event of any such default(s) which continue beyond any applicable notice or cure period without prejudice to any other remedy or remedies which Landlord may have; in addition, Landlord may pursue any other remedy or remedies in lieu of applying the Security Deposit, or any part thereof; if Landlord shall apply the Security Deposit, or any part thereof, Tenant shall pay to Landlord upon ten (10) days of written demand, the amount so applied by Landlord to restore the Security Deposit to the amount required hereunder prior to Landlord's application. Whenever the holder of Landlord's interest in this Lease whether it be the Landlord named in this Lease, or any transferee thereof (immediate or remote) shall transfer its interest in this Lease, the transferring holder shall turn over to its transferee the Security Deposit, or the unapplied balance thereof, and thereafter such

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transferor shall be released from any and all liability to Tenant with respect to the Security Deposit, or its application or return, it being agreed that Tenant shall thereafter look only to such Transferee with respect to the Security Deposit, its application and return.

Section 11.5 Landlord's Right to Perform Tenant's Covenants. Tenant covenants and agrees that, in the event an Event of Default exists and is continuing hereunder (or within such shorter period of time as may be reasonable under the circumstances in the event of any bona fide emergency), Landlord, in its sole discretion may, after due notice to or demand upon Tenant and Tenant's failure to comply therewith, make any payment or perform any other act on the part of the Tenant to be made and performed as in this Lease provided, in such manner and to such extent as Landlord may reasonably deem desirable, and in exercising any such rights, Landlord may pay necessary and incidental costs and expenses, employ counsel, and incur and pay reasonable attorneys' fees. The making of any such payment or the performing of any other act by the Landlord pursuant to this Article shall not waive, or release the Tenant from any obligations of the Tenant in this Lease contained. All reasonable sums so paid by Landlord in accordance with the foregoing terms and provisions shall, except as otherwise in this Lease expressly provided, be payable to Landlord within thirty (30) days following Landlord's written invoice to Tenant therefor (accompanied by commercially reasonable back-up documentation for the same), and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of the Minimum Rent.

Section 11.6 Cumulative Remedies. The specified remedies to which Landlord may resort under the terms of this Lease, or under the provisions of applicable law, are cumulative (but not duplicative) and not, unless Tenant has made the Liquidated Damages Payment, intended to be exclusive of any other remedies or means of redresses to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option contained herein shall not be construed as a waiver or a relinquishment for the future of such covenant or option. Receipt by Landlord of any rent payment with knowledge of the breach of any covenants hereof shall not be deemed a waiver of such breach. No waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by it. In addition to the other remedies provided in this Lease, Landlord shall be entitled to restraint by injunction of any violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease.

Section 11.7 Expenses of Enforcement. Landlord and Tenant each agrees to pay all reasonable expenses and attorneys' fees incurred by the other party in either: (a) enforcing any obligation or any remedies hereunder following a default by the other party beyond any applicable notice or cure period under this Lease, including, but not limited to, Landlord's collection of Minimum Rent, Additional Rent, and recovery by Landlord of the Premises; or (b) in any litigation in which Landlord or Tenant shall become involved by reason of any negligence or willful misconduct of the other party hereto.

Section 11.8 Landlord's Default. Landlord shall not be deemed to be in default

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hereunder unless such default shall remain uncured for more than thirty (30) days following written notice from Tenant specifying the nature of such default, or such longer period as may be reasonably required to correct such default, provided a cure cannot reasonably be completed within thirty (30) days and Landlord has commenced the cure within the initial thirty (30) days and proceeds with the same diligently and continuously to completion. Notwithstanding the foregoing, if any failure by Landlord hereunder results in any bona fide emergency or results in substantial interference with Tenant's use of or access to the Premises for the Permitted Use, then the text "thirty (30) days" in the foregoing sentence shall be deemed replaced with the text "such period as may be reasonable under the circumstances." Landlord's liability to keep, maintain, and repair shall always be limited to the cost of making such repair or accomplishing such maintenance, plus the amount of Tenant's reasonable legal fees and costs in the event Tenant prevails in any action or proceeding to enforce Landlord's obligations hereunder. The provisions of this Section are subject to the provisions of Articles IX and X dealing with eminent domain and fire and other casualty.

Section 11.9 Limitations of Liability. The obligations of the Landlord hereunder shall be binding upon Landlord and each succeeding owner of the Landlord's interest hereunder only during the period of such ownership and Landlord and each succeeding owner shall have no liability whatsoever except for its obligations during each such respective period. Tenant hereby agrees for itself and each succeeding holder of the Tenant's interest, or any portion thereof, hereunder, that any judgment, decree or award obtained against the Landlord or any succeeding owner of the Landlord's interest, which is in any manner related to this Lease, the Premises or the Tenant's use and occupancy of the Premises, whether at law or in equity, shall be satisfied out of the Landlord's equity in the Premises, Tenant and further agrees to look only to the Premises and to no other assets of the Landlord, or such succeeding owner, for satisfaction. Likewise, Landlord shall look solely to Tenant and the assets of Tenant to enforce Tenant's obligations under this Lease and shall not seek any damages or remedies against any manager, member, investor, agent or employee of Tenant. Neither any manager, trustee, partner, officer, nor any members, beneficiaries, partners, nor stockholders of Landlord or Tenant, nor any agent of Landlord or Tenant, shall have any personal liability hereunder.

Section 11.10 Tenant Bankruptcy. If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. 101 et seq. as now existing or hereafter amended (the "Bankruptcy Code"), any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid and delivered to the Landlord, shall be and remain the exclusive property of the Landlord and shall not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to or turned over to the Landlord. Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as rent, including, without limitation, the applicable Minimum Rent and Additional Rent, shall constitute rent for the purpose of Section 502 (b)(7) of the Bankruptcy Code.

If Tenant assumes this Lease and proposes to assign the same pursuant to the

provisions of the Bankruptcy Code to any person or entity who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to the Tenant, then notice of such proposed assignment, setting forth (i) the name and address of such person, (ii) all of the terms and conditions of such offer, and (iii) the adequate assurance to be provided Landlord to assure such person's future performance under this Lease, including without limitation, the assurance referred to in Section 365 (b)(3) of the Bankruptcy Code, shall be given to the Landlord by the Tenant no later than twenty (20) days after receipt by the Tenant, but in any event no later than ten (10) days prior to the date that the Tenant shall make application to a court of competent jurisdiction for authority and application to enter into such assignment and assumption, and Landlord shall thereupon have the prior right and option, to be executed by notice to the Tenant given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person, less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this Lease. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed on and after the date of such assignment all of the obligations arising under this Lease. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption.

ARTICLE XII

Miscellaneous Provisions

Section 12.1 Quiet Enjoyment. Tenant shall, upon paying the rent reserved hereunder and observing and performing within any and all applicable notice or cure periods all of the terms, covenants and conditions on Tenant's part to be observed at all times during said Initial Term or any extension thereof have the peaceable and quiet enjoyment and possession of the Premises without hindrance or molestation by any person or persons lawfully claiming by, through or under, Landlord, subject, however, to the terms of this Lease.

Section 12.2 Notices. All notices shall be in writing and be given by delivery in hand or by nationally-recognized overnight mail carrier or by certified mail, return receipt requested, and all notices for the Landlord shall be addressed to the Landlord, c/o The Blakely Group, 68 Harvard Street, Brookline, Massachusetts 02445, with a copy to Jordan L. Rittenberg, 25 Bound Brook Road, Newton, Massachusetts, 02461, or to such other place as may be designated by written notice to the Tenant; and to the Tenant at its address set forth in the introductory paragraph hereto, with a copy to Choate, Hall & Stewart LLP, Attention: Adam M. Zaiger, Esq., Two International Place, Boston, Massachusetts 02110, or to such other place as may be designated by written notice given in the foregoing manner to the Landlord.

Section 12.3 Waiver of Subrogation. Landlord and Tenant hereby release each other, from any and all liability for any loss or damage to property caused by fire, any of the extended coverage casualties, or other casualties insured against, even if such fire or other casualty shall be brought about by the fault or negligence of the party benefited by the release or its agents, provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as the policies of fire, extended coverage and other insurance,

maintained by the releasing party shall contain a clause to the effect that such release shall not affect said policies or the right of the releasing party to recover thereunder. Landlord and Tenant each agree that their respective fire, extended coverage, and other insurance policies will include such a clause so long as the same is obtainable and including without extra cost, or if extra cost is chargeable therefor, so long as the party benefited by such clause pays such extra cost. If cost is chargeable therefor, the party maintaining such insurance will so advise the other party and the amount thereof. The other party, at its election may pay the same, but shall not be obligated to do so.

Section 12.4 Entire Agreement; Execution and Headnotes. This Lease together with all Exhibits referred to herein and the Summary of Basic Terms sets forth the entire agreement between the parties hereto and cannot be modified or amended, except in writing duly executed by the respective parties. This Lease is executed as a sealed instrument and in multiple counterparts, all copies of which are identical, and any one of which is to be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of any other copy. The headnotes throughout this Lease are for convenience of reference only, and shall in no way be held or deemed to define, limit, explain, describe, modify or add to the interpretation, construction or meaning of any provision of this Lease.

Section 12.5 Partial Invalidity. The invalidity of one or more phrases, sentences, clauses, Sections or Articles contained in this Lease shall not affect the remaining portions of this Lease or any part thereof, and if any one or more of the phrases, sentences, clauses, Sections or Articles contained in this Lease should be declared invalid by the final order, decree or judgment of a court of competent jurisdiction, including all appeals therefrom, this Lease shall be construed as if such invalid phrases, sentences, clauses, Sections or Articles had not been inserted in this Lease.

Section 12.6 No Waiver. No assent, express or implied, by either party to any breach of any agreement or condition herein contained on the part of the other party to be performed or observed, and no waiver, express or implied, of any such agreement or condition shall be deemed to be a waiver of or an assent to any succeeding breach of the same or any other agreement or condition. The acceptance by the Landlord of rent or other payment hereunder, or silence by the Landlord as to any breach, shall not be construed as waiving any of the Landlord's rights hereunder unless such waiver shall be in writing. No payment by the Tenant or acceptance by the Landlord of a lesser amount than shall be due the Landlord from the Tenant shall be deemed to be anything but payment on account, and the acceptance by the Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon a letter accompanying said check, that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and the Landlord may accept said check without prejudice to recover the balance due or pursue any other remedy.

Section 12.7 Holdover. If the Tenant remains in the Premises beyond the expiration of this Lease at the end of the Initial Term, or any exercised extended term, or sooner following an early termination as provided for herein, such holding over shall not be deemed to create any tenancy, but the Tenant shall be a Tenant at Sufferance only subject to all of the Tenant obligations set forth herein, but at a daily rate equal to one and one-half times the

Minimum Rent Taxes and Landlord's Insurance Premium provided for under this Lease, and Tenant shall continue to be liable for all water/sewer charges and Operating Expenses of the Premises during such holdover. The acceptance of a purported rent check following termination shall not constitute the creation of a tenancy at will, it being agreed that Tenant's status shall remain that of a Tenant at Sufferance, at the aforesaid daily rate.

Section 12.8 Waiver. Except as expressly provided herein, Tenant hereby waives any claim against Landlord which Tenant may have based upon any assertion that Landlord has unreasonably withheld or unreasonably delayed any consent or approval requested by Tenant, and Tenant agrees that its sole remedy shall be an action or proceeding to enforce any related provision for specific performance, injunction or declaratory judgment. In the event of a determination that such consent or approval has been unreasonably withheld or delayed, the requested consent or approval shall be deemed to have been granted; however, Landlord shall have no liability to Tenant for its refusal or failure to give such consent to approval, except in the event of such determination, Landlord shall reimburse Tenant for its reasonable attorney's fees and expenses incurred in connection therewith. In the event Landlord is the prevailing party in any such action or proceeding, Tenant shall reimburse Landlord for its reasonable attorney's fees and expenses incurred in connection therewith. Tenant's sole remedy for Landlord's unreasonably withholding or delaying consent or approval shall be as provided in this Section 12.8.

Section 12.9 Summary of Basic Terms. The Summary of Basic Terms which is affixed to this Lease sets forth certain basic terms and information which is thereafter referred to in the main text of this Lease. Every reference to the Summary of Basic Terms, or to a particular item thereon, shall have the effect of incorporating the Summary, or the particular item thereof, into the main text of this Lease.

Section 12.10 "AS IS" Condition. Subject to the terms and provisions contained in this Lease, the Premises and all fixtures and equipment situated therein on the date of this Lease are leased in their presently existing, "AS-IS" condition as of the date of this Lease. Landlord makes no warranties expressed or implied with respect to the condition of the Premises or the Building as to matters observable, latent or otherwise. Tenant represents that it has made such investigation of the Premises and of the Building as Tenant deemed necessary in order to permit Tenant to accept the same in such presently "AS IS" condition as of the date of this Lease.

Section 12.11 Brokerage. Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorney's fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

Section 12.12 Authority. Concurrently with their execution of the Lease, Landlord and Tenant shall provide the other with a duly authorized and executed manager's or trustee's certificate (in form and substance satisfactory to the other party) evidencing the due authorization for the entering into and consummation of the transactions contemplated by this

AMK

Lease and the incumbency and authority of the individual(s)this Lease on their respective behalf.

Section 12.13. Notice of Lease. Concurrently with their execution of the Lease, Landlord and Tenant shall each execute, acknowledge and deliver a notice of this Lease in the form attached hereto as Exhibit 12.3.1, which Tenant may record with the Norfolk County Registry of Deeds at its expense. Concurrently with their execution of such notice, Tenant shall execute, acknowledge and deliver to Landlord a release of its rights in such notice of this Lease, in the form attached hereto as Exhibit 12.3.2, which Landlord may record with the Norfolk County Registry of Deeds at its expense in the event this Lease expires by its terms or is sooner terminated as provided herein.

Section 12.14. Force Majeure. Other than for Landlord's and Tenant's obligations under this Lease that can be performed by the payment of money (e.g., payment of Minimum Rent and other amounts due hereunder and maintenance of insurance), whenever action is to be taken by either party hereto by either party, such party shall not be liable or responsible for, and the period of time for such party's taking of such action shall be extended by, any delay in such action due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes which are beyond the reasonable control of such party.

[NO FURTHER TEXT ON THIS PAGE. SEE NEXT PAGE FOR SIGNATURES]

AMK

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

TENANT:

Rockets Restaurant Group LLC

By _____
Name: Aaron Krug
Title: Manager

LANDLORD:

_____
Jordan L. Rittenberg,
as Trustee of Mercedes Realty Trust

_____
Richard L. Tuck,
as Trustee of Mercedes Realty Trust

AMK

TOWN OF NEEDHAM
TOWN HALL
1471 Highland Avenue
Needham, MA 02492-2669

Office of the
BOARD OF SELECTMEN

TEL: (781) 455-7500
FAX: (781) 449-4569
TDD: (781) 455-7558

LEGAL NOTICE

TOWN OF NEEDHAM

Application for Wine and Malt License in a Restaurant

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that Rockets Restaurant Group LLC d/b/a 3 Squares, Aaron M. Krug, Manager, has applied for a license to sell alcoholic beverages of the following kind: Wine and Malt beverages as a Restaurant at 669 Highland Avenue. The premise has approximately 2,465 sq. ft. on the first floor, and approximately 750 sq. ft. in the 2nd floor. Included on the first floor is a dining room with a seating capacity for 90 seats, a kitchen area, and restrooms. The second floor will be used for storage and office space. There are three entrances and exits in the building.

IT IS ORDERED that a public hearing be held for said application at the office of the Board of Selectmen acting as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 19th day of March 2013 at 7:00 o'clock p.m.

Board of Selectmen
Licensing Board for the Town of Needham

Advertised: Boston Globe
Friday, March 8, 2013

669 HIGHLAND A . _

PARCEL_ID	St No.	Street	Owner Names	Owner Address	Mailing Address OWNER_CITY	State	OWNER_ZIP
199/001.0-9999-9999.0	0	ROUTE 128	COMMONWEALTH OF MASSACHUSETTS DEPT. OF PUBLIC WORKS - MDC	10 PARK PLAZA	BOSTON	MA	02116
199/071.0-0039-0000.0	648	HIGHLAND AVE	SZAJNA, STANLEY A . TR & BULGER, SCOTT C., TR	567 SOUTHBRIDGE ST	AUBURN	MA	01501
199/071.0-0040-0000.0	19	DAVENPORT RD	MCCARTHY BETH T	19 DAVENPORT RD	NEEDHAM	MA	02492
199/071.0-0041-0000.0	0	DAVENPORT RD	SZAJNA, STANLEY A., TR & BULGER, SCOTT C., TR	567 SOUTHBRIDGE ST	AUBURN	MA	01501
199/071.0-0042-0000.0	29	DAVENPORT RD	SCHEUFELE, MATTHEW & SCHEUFELE, ASHLY	29 DAVENPORT RD	NEEDHAM	MA	02494
199/071.0-0046-0000.0	670	HIGHLAND AVE	TEMPLE BETH SHALOM	670 HIGHLAND AVENUE	NEEDHAM	MA	02494
199/071.0-0047-0000.0	284	WEBSTER ST	BUTTERFIELD, DANIEL GEORGE & BUTTERFIELD, SUSAN ANNE	284 WEBSTER ST	NEEDHAM	MA	02494
199/071.0-0048-0000.0	0	GREENDALE AVE	GREENDALE COMMONS CONDOMINIUM MASTER DEED	12 - 14 GREENDALE AVE	NEEDHAM	MA	02494
199/077.0-0007-0000.0	629	HIGHLAND AVE	NEEHIGH LLC	93 UNION ST., STE 315	NEWTON	MA	02459
199/077.0-0008-0000.0	633	HIGHLAND AVE	NEEHIGH LLC	93 UNION ST.-STE 315	NEWTON	MA	02459
199/077.0-0009-0000.0	659	HIGHLAND AVE	NEEHIGH LLC	93 UNION ST., STE 315	NEWTON	MA	02459
199/077.0-0010-0000.0	673	HIGHLAND AVE	RITTENBERG, JORDAN L. TR & TUCK, RICHARD L, TR	25 BOUND BROOK RD	NEWTON	MA	02461
199/077.0-0011-0000.0	679	HIGHLAND AVE	NAHABEDIAN, WALTER R., TRUSTEE ROSEWOOD NOMINEE TRUST	679 HIGHLAND AVE	NEEDHAM	MA	02494
199/077.0-0012-0000.0	687	HIGHLAND AVE	HILLCREST CONDOMINIUM TRUST	687 HIGHLAND AVENUE	NEEDHAM	MA	02494
199/077.0-0012-0010.0	687	HIGHLAND AVE	MAGIER, EUGENE M., TRUSTEE ABM REALTY TRUST	35 BRANDEIS ROAD	NEWTON	MA	02459
199/077.0-0012-0012.0	687	HIGHLAND AVE	MAGIER, EUGENE M., TRUSTEE ABM REALTY TRUST	35 BRANDEIS ROAD	NEWTON	MA	02459

PARCEL ID	St No.	Street	Owner Names	Owner Address	Mailing Address OWNER CITY	Stat	OWNER ZIP
199/077.0-0020-0000.0	26	CROSS ST	PICHETTI, JOSEPH F. & CARYLL A., TRS. J & C NOMINEE TRUST	373 WINCHESTER ST	NEWTON	MA	02461
199/077.0-0025-0000.0	235	GOULD ST	WHC NEEDHAM I, LP C/O CONTINENTAL WINGATE DEVL COMPA	63 KENDRICK ST	NEEDHAM	MA	02494
199/077.0-0028-0000.0	25	GUILD RD	WANG, CHI SHIANG + WANG, YIN MEI LEI	300 BOYLSTON STREET	BOSTON	MA	02116
199/077.0-0029-0000.0	17	GUILD RD	WANG, CHI SHIANG + WANG, YIN MEI LEI	300 BOYLSTON ST	BOSTON	MA	02116
199/077.0-0030-0000.0	9	GUILD RD	WANG, CHI SHIANG + WANG, YIN MEI	300 BOYLSTON ST	BOSTON	MA	02116
199/077.0-0031-0000.0	226	WEBSTER ST	226-228 WEBSTER ST CONDO	226-228 WEBSTER STREET	NEEDHAM	MA	02494
199/077.0-0031-0226.0	226	WEBSTER ST	BARNET, DEBORAH J., TRUSTEE 226 WEBSTER STREET REALTY TRUST	226 WEBSTER STREET	NEEDHAM	MA	02494
199/077.0-0031-0228.0	228	WEBSTER ST	HILL, JENNIFER M. C/O FERRIGAN, DANIEL J. & JILL B.	228 WEBSTER ST	NEEDHAM	MA	02494
199/077.0-0057-0000.0	0	GUILD RD	PICHETTI, JOSEPH F. TR., ARBOR STREET REALTY TRUST	373 WINCHESTER ST	NEWTON	MA	02458
199/077.0-0058-0000.0	0	ARBOR ST	PICHETTI, JOSEPH F. & CARYLL A., TRS. J & C NOMINEE TRUST	373 WINCHESTER ST	NEWTON	MA	02458

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

TOWN OF NEEDHAM

For Calendar Year: 2013

APPLICATION/ RENEWAL FOR A COMMON VICTUALLER LICENSE

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

Name of Corporation: Rockets Restaurant Group

Name of Establishment (*d/b/a*): 3 Squares

If business is a Corporation / Corporate Name and Officers: _____

_____

_____

If business is not a Corporation, Name of Owner: Aaron Krug

Email Address: Aaron@3squares Needham.com

Address of Establishment: 669 Highland Avenue Needham, MA 02494

Contact Person (*name who will receive notices under this license*): Aaron Krug

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

_____

Establishment's Days of Operation: 7 days

Establishment's Hours of Operation: 7am - 10pm

Manager: Aaron Krug # of Staff: 35 # of Seats: 90

Telephone Number: (781) 608-6660 Fax Number: _____

Signature of Owner: [signature] Date: 03/13/13

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

A certificate of insurance showing evidence that the applicant has workers' compensation insurance must be included with this completed application. Will have prior to opening

If you currently hold an alcoholic beverages license, you must provide a copy of a certificate of liquor liability insurance in the minimum amount of $100,000/person/$1,000,000 aggregate for personal injury and $100,000 per occurrence for property damage before your alcoholic beverages license will be renewed.

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

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

[signature]
Signature of Applicant (Mandatory)

[redacted]
Either a Social Security Number or Federal ID Number must be Supplied

By Corporate Officer (if applicable)

03/15/13
Date (required)

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

DRAFT

BREAKFAST SAMMIES

WITH CRISP HOME FRIES

CLASSIC
EGG, CHOICE OF CHEESE ON CHOICE OF TOAST
ADD BACON, HAM STEAK OR SAUSAGE

MANWICH
EGG, BACON, HAM, SAUSAGE, DOUBLE CHEESE ON A GRILLED BAGEL

PALOOZA WRAP
STEAK OR TURKEY TIPS, SCRAMBLED EGGS, CHEDDAR, CHIMICHURRI, AVOCADO SMASH

THE WESTERNER
HAM, SAUTÉED ONION, BELL PEPPERS, AMERICAN CHEESE, CHOICE OF TOAST

IRISH BF PO BOY
EGG, RASHER, BANGER, IRISH PUDDING, GRILLED TOMATO, SPICY MAYO, BAGUETTE

THE PROFESSIONAL
EGG, BACON, SMOKED GOUDA, TOMATO, SPINACH, CARAMELIZED ONION, GRILLED BRIOCHE

PANCAKES

SHORT STACK 5 **FULL STACK** 6

BERRYLAND
STRAWBERRY, BLUEBERRY, CRANBERRY, RASPBERRY, BLACKBERRY, MASCARPONE CHEESE

GO NUTS
MACADAMIA, CANDIED WALNUTS, GRANOLA

THE AMERICAN
APPLE, CINNAMON BROWN SUGAR, GRANOLA

DESIGN YOUR OWN **SHORT** 5 **FULL** 6
BANANA, BLUEBERRY, STRAWBERRY, MANGO, BLACKBERRY, STRAWBERRY, CRANBERRY, APPLE, PINEAPPLE, RASPBERRY, CHOCOLATE CHIPS, TOASTED COCONUT, GRANOLA, CANDIED WALNUTS, MACADAMIA NUTS, MASCARPONE CHEESE **EA** 1

BELGIAN WAFFLES

SINGLE 3 **DOUBLE** 5
BUTTER, CRÈME FRAICHE

ADD FRUIT 2

KID'S CORNER

WITH JUICE OR MILK AND CHOICE OF TWO ITEMS BELOW

EGG
HOME FRIES
SAUSAGE
BACON
TURKEY BACON
TURKEY SAUSAGE
HAM

PANCAKE
FRENCH TOAST
WAFFLE
CHOICE OF TOAST
OATMEAL CUP
YOGURT CUP
FRUIT CUP

BEFORE PLACING YOUR ORDER, PLEASE INFORM YOUR SERVER, MANAGEMENT OR CHEF IF ANYONE IN YOUR PARTY HAS A FOOD ALLERGY

FRENCH TOASTS

SHORT STACK 6 **FULL STACK** 7

THE HEALTH NUT
MULTI GRAIN BREAD, EGG BEATERS, SPICED CANDIED WALNUTS, FRESH CUT SEASONAL FRUITS

COCONUT MANGO STUFFED
WARM DICED MANGO, TOASTED COCONUT

BANANA ALA MODE STUFFED
FRIED BANANA TEMPURA, NUTELLA SAUCE

SIDES

EGG 2 **EGG WHITES** 3 **EGG BEATERS** 3

SEASONAL FRUIT CUP 4 **BOWL** 6

OATMEAL CUP 3 **BOWL** 4 **ADD FRUIT** 2

HICKORY BACON, HAM STEAK OR SAUSAGE LINKS

TURKEY BACON OR TURKEY SAUSAGE

CHORIZO SAUSAGE

YOGURT BOWL, WITH FRESH FRUIT & GRANOLA

CRISP HOME FRIES

CHOICE OF TOASTS, BAGEL OR ENGLISH MUFFINS
ADD CREAM CHEESE

HOME MADE HASH : CORNED BEEF, PULLED PORK, ROAST BEEF OR TURKEY

CONSUMING RAW OR UNDERCOOKED MEATS, SEAFOOD, POULTRY AND EGGS MAY INCREASE YOUR RISK OF FOOD BORNE ILLNESS

DRAFT

EGG CREATIONS
WITH CRISP HOME FRIES & CHOICE OF TOAST

EASY START
2 EGGS, BACON, HAM OR SAUSAGE

RISE & SHINE
2 EGGS, BACON, SAUSAGE OR HAM & 1 PANCAKE OR FRENCH TOAST

TIPS & EGGS
2 EGGS, OUR HOUSE MARINADED STEAK OR TURKEY TIPS, PEPPERS & ONIONS

HIGHLAND SCRAMBLER
3 EGGS SCRAMBLED WITH BACON, HAM OR SAUSAGE, TOPPED WITH PEPPER JACK

MORNING GLORY
2 EGGS, 2 BACON, 2 SAUSAGE & 1 PANCAKE OR FRENCH TOAST

IRISH COUNTRY BREAKFAST
2 EGGS, RASHERS, BANGERS, IRISH PUDDING, GRILLED TOMATOES

BIG BUBBA
3 EGGS, 3 BACON, 3 SAUSAGE, 1 HAM STEAK & SHORT STACK PANCAKE OR FRENCH TOAST

LEAN MACHINE
EGG WHITE OR BEATER SCRAMBLE, TURKEY BACON, TURKEY SAUSAGE, YOGURT & FRUIT CUP

DESIGNER OMELETTES
WITH CRISP HOME FRIES & CHOICE OF TOAST

VENICE BEACH
EGG WHITE OR BEATERS, BABY SPINACH, TOMATO, OLIVE, PEPPER, ONION, IMPORTED SWISS

SOUTHWESTERN
PEPPERS, ONION, CHORIZO, BEEF CHILI, PEPPER JACK

MEDITERRANEAN
GRILLED ARTICHOKE, FRESH MOZZARELLA, TOMATO, OLIVES, BASIL, GARLIC

DESIGN YOUR OWN 5
BELL PEPPERS, MUSHROOM, ONION, BABY SPINACH, AVOCADO SMASH, TOMATO, BROCCOLI, ASPARAGUS, GARLIC, MOROCCAN OLIVES, CARAMELIZED ONIONS, BASIL **EA** 1

MIDDLE EASTERN
FRIED EGGPLANT, TABOULLI, MOROCCAN OLIVES, HUMMUS, GOAT CHEESE

THE WORKS
HAM, BACON, SAUAGE, PEPPERS, ONION, MUSHROOM, AMERICAN CHEESE

PHILABELLA
SMOKED SALMON, SCALLION, CREAM CHEESE CRISP SALMON "BACON"

BACON, SAUSAGE, HAM, TURKEY SAUSAGE, TURKEY BACON, CHORIZO SAUSAGE, SMOKED SALMON 2

AMERICAN, IMPORTED SWISS, CHEDDAR, PEPPER JACK, FRESH MOZZARELLA, GOAT CHEESE 1

BENEDICTS
WITH CRISP HOME FRIES, HOLLANDAISE SAUCE ON CHOICE OF TOAST

CLASSIC
2 EGGS, CHOICE OF HAM, BACON OR SAUSAGE

GO GREEN
2 EGGS, GRILLED PORTABELLA, TOMATO, ROASTED RED PEPPERS, CARAMELIZED ONIONS

LOX OF LOVE
2 EGGS, ATLANTIC SMOKED SALMON, GRILLED ASPARAGUS, SHALLOT CHIPS

CRAB CAKE
2 EGGS, MARYLAND SEASONED, FINE PANKO ENCRUSTED, PAN FRIED

SIGNATURE HASH
2 EGGS ANY STLE WITH CRISP HOME FRIES & CHOICE OF TOAST

CORNED BEEF HASH
TRADITIONAL SLOW BRAISED

PULLED PORK HASH
5 SPICED BBQ SAUCE, CARAMELIZED ONIONS

ROAST BEEF HASH
TENDER ROASTED IN MONTREAL SPICES

ROAST TURKEY HASH
SMOKED AND ROASTED WITH A HINT OF MAPLE

STARTERS

PHILLY STEAK RANGOONS

FRY BASKET
ONION RINGS, HOUSE FRIES, SWEET FRIES, WAFFLE FRIES OR TATER TOTS

MOZZARELLA WEDGIES

CALAMARI FRITTI
GOLDEN FRIED, SAUTÉED SHISITO PEPPERS, MOROCCAN OLIVES, SWEET CITRUS

SPINACH + ONION KNISH

SLIDERS TRIO

QUINOA + VEGGIE LUMPIAS

3 STEP STICKY GLAZED RIBS

FALAFEL BALLS
TAHINI SAUCE

POTATO SALMON LATKES

TIDBITS PLATTER

STUFFED CABBAGE

GENERAL AARON'S CHICKEN WINGS

LOLLIPOP WINGS (10) TENDERS (5)
TOSSED WITH CHOICE OF SWEET BABY RAY'S BBQ, UPSTATE BUFFALO, MAUI TERIYAKI OR SEOUL BBQ

SKEWERS TRIO

DRAFT

SOUPS & SALADS

EAST COAST CHILLI

MATZO BALL SOUP

MIDEAST SALAD

TOMATO BASIL BISQUE

PACIFIC COBB SALAD

3 SQUARES SALAD

VEGETARIAN GUMBO

CLASSIC CAESAR SALAD

SAMMIES & WRAPS

ALL SERVED WITH PICKLE, SPICY SLAW AND CHOICE OF HOUSE FRIES, SWEET POTATO FRIES, WAFFLE FRIES OR TATER TOTS.

SIR REUBEN

TURKEY IN THE GARDEN

GUINNESS DIP PANINI

FALAFEL WRAP

PILGRIM'S PRIDE

LOBSTAH ROLL

AUTUMN CHICKEN SALAD
ALL NATURAL CHICKEN SALAD, CRACKED PEPPER, JAMMED CRANBERRIES, TOASTED WALNUTS

BANH MI
LEMONGRASS GRILLED STEAK, ASIAN PICKLES, JALAPENO, YOLKED BUTTER, TOASTED BAGUETTE

TUNA MELT PANINI

CUBANO OVERSTUFFED BURRITO

3 SQUARES CLUB STACK

CHICKEN CAESAR WRAP

BURGERS

CHOOSE YOUR TOPPINGS, SAUCES & COOKING PREFERENCE.
SERVED WITH LETTUCE, TOMATO, ONION, SPICY SLAW, PICKLE &
CHOICE OF HOUSE FRIES, SWEET POTATO FRIES, WAFFLE FRIES OR TATER TOTS.
VEGGIE PATTY ALSO AVAILABLE.

TOPPINGS

CARAMELIZED BEER ONIONS
SAUTEED MUSHROOMS
ROASTED BELL PEPPERS
PICKLED PEPPERS
FRIED EGG
BEER BATTERED ONION RINGS
APPLEWOOD SMOKED BACON
SPICY SLAW
GUACAMOLE
AMERICAN CHEESE
CHEDDAR CHEESE
SWISS CHEESE
PEPPERJACK CHEESE
CRUMBLED BLEU CHEESE

DRAFT

SAUCES

KETCHUP
MUSTARD
MAYO
SMOKED SRIRACHA MAYO
WASABI MAYO
UPSTATE BUFFALO
MAUI TERIYAKI
SWEET BABY RAY'S BBQ
HONEY MUSTARD
SALSA
EASTCOAST CHILI
SWEET CHILI
HONEY MUSTARD

MAINS & COMBOS

TWISTED FISH + CHIPS

VEGETARIAN SHEPARD'S π

COUNTRY FRIED CHICKEN STEAK

INSEASON VEGETABLE CAVATAPPI FLORENTINE

GRILLED TIPS

MEATLOAF MUFFINS

BOLOGNESE FETTUCCINE

SWEET THINGS

FRIED ICE CREAM SQUARES
CHOICE OF CHOCOLATE, VANILLA, GREEN TEA OR RED BEAN
ARMARETTO WHIPPED CREAM, NUTELLA ART

APPLE PIE

MOLTEN LAVA CHOCOLATE CAKE

BEFORE PLACING YOUR ORDER, PLEASE INFORM YOUR SERVER, MANAGEMENT OR CHEF IF ANYONE IN YOUR PARTY HAS A FOOD ALLERGY

CONSUMING RAW OR UNDERCOOKED MEATS, SEAFOOD, POULTRY AND EGGS MAY INCREASE YOUR RISK OF FOOD BORNE ILLNESS

Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 3/19/2013

Agenda Item	Public Hearing – Special Permit – 24 Hour Operation for Retail Sale of Food
Presenter(s)	George Guinta, Attorney TBD, Representative from 7 Eleven

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED

The 7-Eleven, 173 Chestnut Street, Needham, MA has submitted an application for a Special Permit for a 24 Hour Operation for Retail Sale of Food. Attorney George Guinta will appear before the Board with a representative of 7-Eleven to answer any questions regarding this application.

A public hearing notice was sent to abutters within 300 feet and to churches and educational institutions within 500 feet.

2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO

Suggested Motion: That the Board vote to approve/deny Special Permit for a 24 Hour Operation for Retail Sale of Food from 7-Eleven for its location at 173 Chestnut Street.

3.	BACK UP INFORMATION ATTACHED	YES	NO

a. Letter from George Guinta, Jr. dated January 29, 2013
b. Application for a Special Permit
c. Notice of Public Hearing sent to Abutters

Public Hearing
3/19/13 7pm

GEORGE GIUNTA, JR.
ATTORNEY AT LAW*
281 CHESTNUT STREET
NEEDHAM, MASSACHUSETTS 02492
*Also admitted in Maryland

RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN
2013 JAN 30 P 4:18

TELEPHONE (781) 449-4520 FAX (781) 465-6059

January 29, 2013

Sandra Cincotta
Assistant to Town Manager
Town of Needham
1471 Highland Avenue
Needham, Massachusetts 02492

Re: 7-Eleven, Inc.
173 Chestnut Street
Special Permit: 24 Hour Operation
Retail Food Sales

Dear Ms. Cincotta,

As you are aware, this office represents 7-Eleven, Inc. with respect to their convenience store location at 173 Chestnut Street, Needham, MA. In connection therewith, submitted herewith please find Application for a Special Permit: 24 hour Operation for Retail Sale of Food, completed by Andy Brothers, Market Manager, duly authorized, and Michelle Bowles, Manager, duly authorized. Please also find Certificate of Liability Insurance evidencing the coverage 7-Eleven carries at present.

7-Eleven currently operates a retail convenience store at the said location, which is open from 6 AM through 12 AM, seven days each week. However, considering the nature of the convenience industry and the proximity to a 24 hours facility, namely, the Beth-Israel Deaconness Hospital-Needham, 7-Eleven would like to keep the store open 24 hours each day, every day.

It is expected that there will be a maximum of two employees working during the additional hours (i.e., 12 AM – 6 AM). However, it is possible that only one employee will be present, depending on customer traffic and market demand. No deliveries will be made between 10 PM and 6 AM. Otherwise, the operation of the store will be substantially and materially the same as during so-called "normal" hours.

Kindly schedule this matter for a hearing at the next available meeting of the Board of Selectmen. If you have any comments, questions or concerns, or if you require any further information in the meantime, please contact me so that I may be of assistance.

Thank you for your continued courtesy and consideration.

Sincerely,

George Giunta, Jr.

For Calendar Year: _____

TOWN OF NEEDHAM

APPLICATION FOR A SPECIAL PERMIT

SPECIAL PERMIT: 24 Hour Operation for Retail Sale of Food

Name of Establishment: 7-Eleven

Name and Title of Applicant: *(must be an individual), (Owner, tenant, licensee):* Andy Brothers

Applicant is: Market Manager of 7-Eleven, Inc., Tenant (Owner, tenant, licensee).

If Business is a Corporation/Corporate Name and Officers: 7-Eleven, Inc. acting by and through Andy Brothers, Market Manager

If Business is not a Corporation, Name of Owner: N/A

Manager: Michelle Bowles

Days/Hours of Operation: Monday - Sunday 24 hours

Address of Establishment: 173 Chestnut Street, Needham MA 02492

Mailing Address *(if different from Establishment)*: 45 Landau Road, Plainville MA 02762

Email Address: andrew.brothers@7-11.com

Telephone Number: 774-406-9069 Fax Number: None

Signature of Applicant: Andrew Brothers Date: 12/6/12

Please read the following:

1. There shall be no deliveries between the hours of 10:00 p.m. and 6.00 a.m.
2. The parking lot shall be clean at all times.

Manager of Establishment

Applicant (Owner, tenant, licensee)

A certificate of insurance showing evidence that the applicant has workers' compensation insurance must be included with this completed application.

Pursuant to M.G.L. Ch. 62C, Sec. 49A:

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature of Applicant (Mandatory) | By Corporate Officer (If applicable)

Social Security # (Voluntary) or Federal Identification Number | Date (required)

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (10/19/12)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSITUTE A CONTACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

AON Risk Services Southwest, Inc.
Dallas Location
2711 North Haskell Ave, Suite 800
Dallas, TX 75204

(214) 989-0000

CONTACT NAME:			
PHONE (A/C, No. Ext):	**(866) 283-7122**	FAX (A/C, No):	**(847) 953-5390**
E-MAIL ADDRESS			

	INSURERS AFFORDING COVERAGE	NAIC#
INSURER A:	Mitsui Sumitomo Insurance Co of America	20362
INSURER B:	ACE American Insurance Company	22667
INSURER C:	Indemnity Insurance Co of North America	43575
INSURER D:		
INSURER E:		

INSURED

7-Eleven, Inc.
One Arts Plaza
1722 Routh Street, Suite 1000
Dallas, TX 75201

COVERAGES **CERTIFICATE NUMBER** **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] [ ] CLAIMS MADE [X] OCCUR.						MED EXP (Any One Person)	$
	[ ] OWNERS' & CONTRACTOR'S PROT.						PERSONAL & ADV. INJURY	$
	[ ]						GENERAL AGGREGATE	$
	[ ] LIQUOR LIABILITY						PRODUCTS-COMP/OP AGG	$
	[ ] $500,000 SELF INSURED RETENTION							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per Person)	$
	[ ] ALL OWNED AUTOS						BODILY INJUR (Per Accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per Accident)	$
	[ ] HIRED AUTOS							
	[ ] NON-OWNED AUTOS							
	[ ]							
	[ ]							
	EXCESS LIABILITY						EACH OCCURRENCE	$
	[X] UMBRELLA FORM						AGGREGATE	$
	[ ] OTHER THAN UMBRELLA FORM							
C	WORKERS COMPENSATION AND				10/1/2012	10/1/2013	[X] WC STATU-TORY LIMITS [ ] Other	
B	EMPLOYERS' LIABILITY			WLRC47123239			EL EACH ACCIDENT	$ 1,000,000
	ANY PROPRIETOR/ [ ] Yes			WLRC47123240			EL DISEASE – POLICY LIMIT	$ 1,000,000
	PARTNERS/EXECUTIVE [X] No			SCFC47123252			EL DISEASE – EA EMPLOYEE	$ 1,000,000
	OFFICER EXCLUDED							
B	OTHER			HDOG27012516	10/1/2012	10/1/2013	Ea. Common Cause	$500,000
	Liquor Liab Cvg						Aggregate	$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Workers Compensation and Liquor Liability coverage applicable for all corporate operating 7-11 stores in the State of Massachusetts

CERTIFICATE HOLDER

The Commonwealth of Massachusetts Division of Standards
One Ashburton Place
Boston,MA 02108

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

AON RISK SERVICES SOUTHWEST, Inc.

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TOWN OF NEEDHAM
TOWN HALL
1471 Highland Avenue
Needham, MA 02492-2669

Office of the
BOARD OF SELECTMEN

TEL: (781) 455-7500
FAX: (781) 449-4569
TDD: (781) 455-7558

Town of Needham
Board of Selectmen
NOTICE of Public Hearing

The Needham Board of Selectmen will conduct a public hearing on Tuesday, March 19, 2013 at 7:00 p.m. in the Selectmen's Chambers at Needham Town Hall, 1471 Highland Avenue, Needham, MA. The purpose of the hearing will be to review the application for a Special Permit: 24 Hour Operation for Retail Sale of Food received from 7-Eleven, 173 Chestnut Street, Needham, MA.

All interested persons and/or parties wishing to be heard will be afforded an opportunity to comment at this time. Public comments may also be directed to the Board of Selectmen, 1471 Highland Avenue, Needham, MA or selectmen@town.needham.ma.us.

February 21, 2013
Noticed to Abutters and Web

Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 03/19/2013

Agenda Item	Online Payments
Presenter(s)	David Davison, Assistant Town Manager/Director of Finance Roger MacDonald, Director of MIS Evelyn Poness, Treasurer/Collector

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED

The Town released phase one of its future offerings to customers to pay certain bills online. The Town and its online payment provider, Invoice Cloud went live with the online bill payment system access through the Town's website to a secure online site which gives Needham water/sewer customers the ability to look up their bill balance and to make a payment. The customer has the option to make an electronic debit payment from their bank account with no added fee by the Town, or pay by credit card with a processing fee charged by the online service. We will show the new site and discuss the future plans for this service.

2. VOTE REQUIRED BY BOARD OF SELECTMEN YES **(NO)**

Proposed Form of Motions:

None Required

3. BACK UP INFORMATION YES **(NO)**

(Describe backup below)

a.

dbd 02/22/2013

Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 3/19/2013

Agenda Item	Hillside/Mitchell/Pollard School Renovation – Statement of Interest
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**
At its meeting on March 5th, the School Committee voted to authorize the Superintendent to submit to the MSBA Statements of Interest for the Hillside School, Mitchell School, and Pollard School. A vote of the Board of Selectmen is also required.	

2.	**VOTE REQUIRED BY BOARD OF SELECTMEN**	**YES**	**NO**

That the Board of Selectmen vote as follows:

Resolved: Having convened in an open meeting on March 19, 2013, the Board of Selectmen of Needham, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated March 5, 2013 for the **Hillside School** located at 28 Glen Gary Road, Needham, Massachusetts, which describes and explains the following deficiencies and the priority categories for which an application may be submitted to the Massachusetts School Building Authority in the future: Priority No. 2: Elimination of severe overcrowding, and Priority No. 7: Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the Town to filing an application for funding with the Massachusetts School Building Authority.

Resolved: Having convened in an open meeting on March 19, 2013, the Board of Selectmen of Needham, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated March 5, 2013 for the **Mitchell School** located at 187 Brookline Street, Needham, Massachusetts,

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

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

3.	**BACK UP INFORMATION ATTACHED**	**YES**	**NO**

a. Statement of Interest, Hillside School
b. Statement of Interest, Mitchell School
c. Statement of Interest, Pollard School

Massachusetts School Building Authority

Next Steps to Finalize Submission of your FY 2013 Statement of Interest

Thank you for submitting your FY 2013 Statement of Interest (SOI) to the MSBA electronically. **Please note, the District's submission is not yet complete**. The District is required to print and mail a hard copy of the SOI to the MSBA along with the required supporting documentation, which is described below.

Each SOI has two Certification pages that must be signed by the Superintendent, the School Committee Chair, and the Chief Executive Officer*. Please make sure that **both** certifications contained in the SOI have been signed and dated by each of the specified parties and that the hardcopy SOI is submitted to the MSBA with **original signatures**.

SIGNATURES: Each SOI has two (2) Certification pages that must be signed by the District.

In some Districts, two of the required signatures may be that of the same person. If this is the case, please have that person sign in both locations. Please do not leave any of the signature lines blank or submit photocopied signatures, as your SOI will be incomplete.

**Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated as the chief executive office under the provisions of a local charter.*

VOTES: Each SOI must be submitted with the proper vote documentation. This means that (1) the required governing bodies have voted to submit each SOI, (2) the specific vote language required by the MSBA has been used, and (3) the District has submitted a record of the vote in the format required by the MSBA.

- **School Committee Vote:** Submittal of all SOIs must be approved by a vote of the School Committee.
  - For documentation of the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson. The Minutes must contain the actual text of the vote taken which should be substantially the same as the MSBA's SOI vote language.
- **Municipal Body Vote:** SOIs that are submitted by cities and towns must be approved by a vote of the appropriate municipal body (e.g., City Council/ Aldermen/Board of Selectmen) in addition to a vote of the School Committee.
  - Regional School Districts do not need to submit a vote of the municipal body.
  - For the vote of the municipal governing body, a copy of the text of the vote, which shall be substantially the same as the MSBA's SOI vote language, must be submitted with a certification of the City/Town Clerk that the vote was taken and duly recorded, and the date of the vote must be provided.

CLOSED SCHOOLS: Districts that have reported closed school information must download the report from the "Closed School" tab, which can be found on the District Main page. Please print this report, which then must be signed by the Superintendent, the School Committee Chair, and the Chief Executive Officer. A signed report, with original signatures must be included with the District's hard copy SOI submittal. **If a District submits multiple SOIs, only one copy of the Closed School information is required.**

ADDITIONAL DOCUMENTATION FOR SOI PRIORITIES #1 AND #3: If a District selects Priority #1 and/or Priority #3, the District is required to submit additional documentation with its SOI.

- If a District selects Priority #1, Replacement or renovation of a building which is structurally unsound or otherwise in

a condition seriously jeopardizing the health and safety of the school children, where no alternative exists, the MSBA requires a hard copy of the engineering or other report detailing the nature and severity of the problem and a written professional opinion of how imminent the system failure is likely to manifest itself. The District also must submit photographs of the problematic building area or system to the MSBA.

- If a District selects Priority #3, Prevention of a loss of accreditation, the MSBA requires the full accreditation report (s) and any supporting correspondence between the District and the accrediting entity.

ADDITIONAL INFORMATION: In addition to the information required with the SOI hard copy submittal, the District may also provide any reports, pictures, or other information they feel will give the MSBA a better understanding of the issues identified at a facility.

If you have any questions about the SOI process please contact Brian McLaughin at 617-720-4466 or Brian.McLaughlin@massschoolbuildings.org.

Massachusetts School Building Authority

School District Needham

District Contact Anne Gulati TEL: (781) 455-0400

Name of School Hillside Elementary

Submission Date 3/1/2013

SOI CERTIFICATION

To be eligible to submit a Statement of Interest (SOI), a district must certify the following:

- ☑ The district hereby acknowledges and agrees that this SOI is NOT an application for funding and that submission of this SOI in no way commits the MSBA to accept an application, approve an application, provide a grant or any other type of funding, or places any other obligation on the MSBA.
- ☑ The district hereby acknowledges that no district shall have any entitlement to funds from the MSBA, pursuant to M.G.L. c. 70B or the provisions of 963 CMR 2.00.
- ☑ The district hereby acknowledges that the provisions of 963 CMR 2.00 shall apply to the district and all projects for which the district is seeking and/or receiving funds for any portion of a municipally-owned or regionally-owned school facility from the MSBA pursuant to M.G.L. c. 70B.
- ☑ The district hereby acknowledges that this SOI is for one existing municipally-owned or regionally-owned public school facility in the district that is currently used or will be used to educate public PreK-12 students and that the facility for which the SOI is being submitted does not serve a solely early childhood or Pre-K student population.
- ☑ After the district completes and submits this SOI electronically, the district must sign the required certifications and submit one signed original hard copy of the SOI to the MSBA, with all of the required documentation described under the "Vote" tab, on or before the deadline.
- ☑ The district will schedule and hold a meeting at which the School Committee will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is required for cities, towns, and regional school districts.
- ☑ Prior to the submission of the hard copy of the SOI, the district will schedule and hold a meeting at which the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is not required for regional school districts.
- ☑ On or before the SOI deadline, the district will submit the minutes of the meeting at which the School Committee votes to authorize the Superintendent to submit this SOI. The District will use the MSBA's vote template and the vote will specifically reference the school and the priorities for which the SOI is being submitted. The minutes will be signed by the School Committee Chair. This is required for cities, towns, and regional school districts.
- ☑ The district has arranged with the City/Town Clerk to certify the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body to authorize the Superintendent to submit this SOI. The district will use the MSBA's vote template and submit the full text of this vote, which will specifically reference the school and the priorities for which the SOI is being submitted, to the MSBA on or before the SOI deadline. This is not required for regional school districts.
- ☑ The district hereby acknowledges that this SOI submission will not be complete until the MSBA has received all of the required vote documentation and certification signatures in a format acceptable to the MSBA.

Chief Executive Officer *	**School Committee Chair**	**Superintendent of Schools**
(print name)	(print name)	(print name)
(signature)	(signature)	(signature)
Date	Date	Date

* Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter.

Massachusetts School Building Authority

School District Needham

District Contact Anne Gulati TEL: (781) 455-0400

Name of School Hillside Elementary

Submission Date 3/1/2013

Note

The following Priorities have been included in the Statement of Interest:

1. ☐ Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of school children, where no alternative exists.
2. ☑ Elimination of existing severe overcrowding.
3. ☐ Prevention of the loss of accreditation.
4. ☐ Prevention of severe overcrowding expected to result from increased enrollments.
5. ☐ Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility.
6. ☐ Short term enrollment growth.
7. ☑ Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements.
8. ☐ Transition from court-ordered and approved racial balance school districts to walk-to, so-called, or other school districts.

SOI Vote Requirement

☑ I acknowledge that I have reviewed the MSBA's vote requirements for submitting an SOI which are set forth in the Vote Tab of this SOI. I understand that the MSBA requires votes from specific parties/governing bodies, in a specific format using the language provided by the MSBA. Further, I understand that the MSBA requires certified and signed vote documentation to be submitted with the SOI. I acknowledge that my SOI will not be considered complete and, therefore, will not be reviewed by the MSBA unless the required accompanying vote documentation is submitted to the satisfaction of the MSBA.

Potential Project Scope: Potential New School

Is this SOI the District Priority SOI? YES

District Goal for School: Please explain the educational goals of any potential project at this school

The goals of this project are to: 1) eliminate disruptions and compromises to the educational program caused by insufficient space and facility deficiencies, 2) allow teaching and learning to proceed without interference from these issues and 3) do so in a manner that is consistent with the Town's long-range facility needs.

District's Proposed Schedule: What is the District's proposed schedule to achieve the goal(s) stated above?

The District's proposed schedule for this project is: FY13 – Statement of Interest Submitted to MSBA (Mar. 2013) FY14 – Town Meeting Funds Feasibility Design (Nov. 2013), MSBA 270-Day Eligibility Period (Apr. 2013- Dec. 2013) FY15 –

Feasibility Study Completed (May 2014 – Dec. 2014); Debt Exclusion Override (Apr. 2015); Design & Construction Budget Appropriated (May 2015); FY16 – Design Development/Bid Documents Developed (May 2015 - Feb. 2016); Phased Project Bidding (Nov. 2015 – Apr. 2016); Contract Award Modulars & Site Work (Nov. 2015); Contract Award Construction (May 2016); Modulars Constructed (Apr. – Jun, 2016) FY17 & FY18 – Construction (July 2016 – July 2018) FY19 – Hillside Opens September 2018

Is this part of a larger facilities plan? YES

If "YES", please provide the following:

Facilities Plan Date: 11/15/2006

Planning Firm: DiNisco Design Partnership, 2006. Kaestle Boos 1998.

Please provide an overview of the plan including as much detail as necessary to describe the plan, its goals and how the school facility that is the subject of this SOI fits into that plan:

The scope of this project is to renovate/replace the Hillside School, to eliminate the existing portables and increase the capacity of the school to 528 students, for the purpose of addressing extreme overcrowding and other building deficiencies. This project has been identified in several Town facilities plans: Town-wide Comprehensive Facilities Study, Kaestle Boos Associates, Inc. (5/15/1998, KBA); Facilities Master Plan – Town of Needham, DiNisco Design Partnership (11/15/ 2006, DDP); Comprehensive Facilities Assessment- Mitchell & Hillside Schools, Dore & Whittier Architects Inc. (8/22/2011, DWA); Pre-Feasibility Study – Mitchell & Hillside Schools, (7/6/2012, DWA); Hillside School – Pre-feasibility Study – Environmental Evaluation, (10/5/2012, DWA); Defazio Park Site Development Study, 2012 Pre-feasibility Study, (2/15/2013, DWA.) The Town of Needham updates its Facilities Master Plan about every decade. Both the 1998 and 2006 Town-wide master plans identified the need to renovate/replace the Hillside school to address overcrowding and other building deficiencies. A current condition assessment of the Hillside School was completed by DWA in 2011. The Comprehensive Facilities Assessment report included evaluations by the following professional (A&E) disciplines: Site (Civil and Landscape), Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Hazardous Materials and Energy Savings programs, with a cost analysis for both short-term and long-term improvements. The most urgent and immediate maintenance and repair recommendations have been incorporated into the Town's five-year Capital Improvement Planning (CIP) process since that time. However, the Facilities Assessment report also made clear that the Hillside School is a high priority for a comprehensive building renovation/ or replacement project, due to the age of the building (50+ years), deficiencies in the size and number of core educational spaces (40% under current MSBA standards), inaccessibility of the school to handicapped students, noted deficiencies and/or end-of-life conditions in most building systems, poor energy performance, and site constraints (wetlands, hillside and environmental issues.) A copy of the Comprehensive Facilities Assessment is found in Appendix A. In 2012, DWA was commissioned to complete a Pre-feasibility Study of the Mitchell and Hillside Schools (Appendix B.) The purpose of the Pre-feasibility Study was to identify potential options for addressing the long-term facilities issues identified by the Comprehensive Facilities Assessment, and to initiate a public dialogue about the needs at each facility. As noted in the Assessment report, the Hillside School is not designed for any future stories and there are significant code compliance issues. Environmental conditions also create site constraints. DWA was commissioned to further investigate these environmental constraints at the Hillside Site (Environmental Evaluation, Appendix C) and to examine the use of Defazio Park as an alternate school location (Defazio Park Site Development Study, Appendix D.) We understand that, if this school is selected by MSBA, the Feasibility Study process will restart the evaluation process, in partnership with MSBA.

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 22 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 22 students per teacher

Does the District have a Master Educational Plan that includes facility goals for this building and all school buildings in District? YES

If "YES", please provide the author and date of the District's Master Educational Plan.

The District's Master Educational Plan is an element of the 2006 DDP Town-wide Facilities Master Plan. In addition, the

following studies have been conducted to assess the long-term needs of Hillside School: Comprehensive Facilities Assessment (DWA, 2011); Mitchell & Hillside Schools Pre-feasibility Study (DWA, 2012); Hillside School Pre-feasibility Study Environmental Evaluation (DWA, 2012); and the Defazio Park Site Development Study (DWA, 2013.)

Is there overcrowding at the school facility? YES

If "YES", please describe in detail, including specific examples of the overcrowding.

Yes. Compared to MSBA standards, the Hillside School is undersized by 40%. As noted in the Comprehensive Facilities Assessment (DWA, 2011), all educational spaces are undersized within the existing school by the percentages noted as follows: classrooms in the 1959 original building (11%), classrooms in the 1969 wing (14%), Library/Media Center (15%), Cafeteria (33%), art (19%) and music (15%.) In addition, the configuration of the Media Center is problematic, forcing computer and media classes to run simultaneously. The school has no separate performance space. The stage area in the gymnasium is used as a movement/occupational therapy space and for storage for gymnastic equipment, all of which must be consolidated temporarily during school performances.

The number of sections at Hillside also is increasing. In 2012/13, Hillside has four sections of Grades K, 1 and 4. Since Kindergarten is a half-day program, next year, the school will need at least one more classroom to accommodate four (4) sections of Grades 1, 2, and 5. If this trend continues, the school will need an additional classroom again in two years to accommodate its rising population. To meet this need, art or music will be moved onto a cart and/or special education programming space will be subdivided. Special education also is pressed for space at Hillside School, due to increasing numbers of students on IEPs and the expanding Early Learning Center (ELC) Program.

Site access is restricted due to wetland buffer zone constraints and property lot lines. The narrow vehicular access restricts the flow of traffic on-site and has resulted in vehicular backup in the neighborhoods and on West Street (a heavily traveled artery.) These traffic issues have created potential safety hazards for the Hillside school, neighbors and students. In addition, the parking lot, which holds 44 cars legally, is insufficient in size to accommodate Hillside's 55+ staff members. The parking constraints cause staff members to have to park in tandem, and to leave their keys at the office, valet-style. Parents are not allowed to park on-site, except on special visiting days, when staff park on the playground to accommodate parents (i.e., school concerts, open houses, conferences, etc.)

Has the district had any recent teacher layoffs or reductions? YES

If "YES", how many teaching positions were affected? 1
At which schools in the district? Newman Elementary School, Needham High School (NHS)
Please describe the types of teacher positions that were eliminated (e.g., art, math, science, physical education, etc.).

FY13: 1.0 FTE Newman classroom teacher, 0.06 FTE NHS Nurse.

Has the district had any recent staff layoffs or reductions? YES

If "YES", how many staff positions were affected? 1
At which schools in the district? Needham High School
Please describe the types of staff positions that were eliminated (e.g., guidance, administrative, maintenance, etc.).

FY13: 1.0 FTE NHS Special Education Teaching Assistant

Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions,including the impact on district class sizes and curriculum.

The teacher/staff reductions were in response to changes in Newman School enrollment and High School student support services requirements. There was no impact on program, class size or curriculum, resulting from the changes.

Please provide a detailed description of your most recent budget approval process including a description of any budget reductions and the impact of those reductions on the district's school facilities, class sizes, and educational program.

The budget process begins in September/October, when the School Committee votes budget guidelines. The budget is developed in October-December, with a public hearing and budget review in December - January. The School Committee

votes its final budget recommendation at the end of January and the Town Manager's balanced budget proposal (including the School Committee's voted budget, if different) is due to the Finance Committee by January 31. The Finance Committee's recommendation becomes the main motion at Town Meeting. Annual Town Meeting occurs during the first and second week in May. The fiscal year begins July 1. The budget reductions made in FY13, and proposed for FY14, do not have an impact on school facilities or class size. Generally, they result in fewer opportunities to engage in District-wide curriculum development; reduce the number of paid co-curricular faculty adviser and coaching opportunities; reduce the amount of professional development resources available to teachers; reduce compensation for staff members; and reduce the District's ability to respond to special education van replacement needs.

General Description

BRIEF BUILDING HISTORY: Please provide a detailed description of when the original building was built, and the date(s) and project scopes(s) of any additions and renovations (maximum of 5000 characters).

The Hillside Elementary School was designed in 1959 by The Architects Collaborative (TAC) as a 31,552 s.f., two story elementary school. The original building opened in the Fall of 1961. A 12,198 s.f. addition was constructed to the north in 1968, also designed by TAC. In 1997, two modular classrooms and a set of toilets were added as a single level with a ramp connection to the lower level, further to the north of the existing building. The modular classrooms added 3,447 s.f. to the building.

TOTAL BUILDING SQUARE FOOTAGE: Please provide the original building square footage PLUS the square footage of any additions.

47197

SITE DESCRIPTION: Please provide a detailed description of the current site and any known existing conditions that would impact a potential project at the site. Please note whether there are any other buildings, public or private, that share this current site with the school facility. What is the use(s) of this building(s)? (maximum of 5000 characters).

The Hillside Elementary School is located in a residential area of Needham, at the intersection of Glen Gary Rd. and Castle Place. The nearest major street is West Street. While the parcel is large (24.6 acres,) the buildable area within the parcel is extremely constrained due to wetland buffer zone constraints and property lot lines. The school and playing fields sit on only 5 acres of land, due to the surrounding wetlands to the west and north, the hill on the east and a storm sewer easement that bisects the buildable site from north to south. The 1 - 1/2 story building is oriented slightly west of the north-south axis and steps into the hillside contours. The single-sided lower level faces the playing fields to the west while the upper level double-loaded entry floor is designed with a central corridor and classrooms on both sides. The Media Center is constructed at the mid-landing level on the east side of the building, providing a tall interior space. With no elevator, the lower level, Media Center level and upper level of the school are not wheelchair accessible, except from the exterior, and therefore do not meet contemporary MAAB or ADA standards.

A bus drop off loop and parking lot (for 44 cars) face the southern entrance, including two handicapped spaces and four visitor spaces. Parking is so tight that staff members are forced to double-park in the lot and leave their keys at reception. In addition, the access to the school for morning drop off and afternoon pick up is so constrained by the abutting residential streets (McCullough Street, Castle Place, and Glen Gary Rd.,) that these streets are turned into a one-way loop from West Street for automobiles and busses in order to control traffic. Sidewalks provide pedestrian access from the surrounding neighborhood to the school. Also, a pedestrian pathway extends to the north from the playing fields (over the sewer easement,) along the bottom of the hill to Booth Street and Bobsled Drive. The Hillside School district has a higher proportion of two-family houses than other school districts within Needham.

The Hillside playground is composed of three zones, including: 1) asphalt play surface (also providing service and emergency access to the lower level), 2) playground with climbing structures and 3) grass play-field, including a 60 ft. diamond with chain-link backstop. The outfield is used as a soccer field and play space. A chain-link fence separates the grass play-field from the surrounding wetlands. The east side of the building has limited play space, due to the hill and mature tree cover. The asphalt play surface is used as a lower parking lot during parent visiting and voting days.

The water table on the site is relatively high (+/- 4 ft. below grade), due to the abutting wetlands and Rosemary Brook. This becomes more problematic in the Spring, when the water pressure causes interior flooding into the crawl space and lower level of the building. Wetland restrictions make expansion of the building or parking to the west difficult or impossible to permit with the Conservation Commission.

The School is the only use on this site. The only accessory structures include a small utility storage structure on the west side of the building and a ventilation structure on the east side of the building, which houses the under-slab ventilation fans, which help maintain the indoor air quality for the school.

The Hillside Elementary School is part of an eighty acre parcel of land known as a "Tier 1A disposal site," per the Massachusetts Department of Environmental Protection (DEP). The DEP has identified Microwave Development Laboratory Inc. (MDL) as the principal responsible party for a 1980 off-site chemical spill upgradient of the school site, which has released chlorinated hydrocarbon trichloroethene (TCE) and its byproduct tetrachloroethene (PCE) into the groundwater and indoor air of the school. Since the time that TCE was identified in the indoor air of the school, a sub-slab depressurization system of under-slab venting and monitoring has been in place, which has been effective in eliminating the intrusion of vapors into the building. Over the past 12 years, there also has been a significant improvement in the quality of the groundwater, although recent test results indicate that the levels of TCE remain above DEP allowable standards. The Hillside School – Prefeasibility Study – Environmental Evaluation (DWA, 2012) takes an in-depth look at this issue, in relation to any future redevelopment of the site. The Town of Needham, Mass DEP and MDL are in the process of negotiating an extension to the prior remediation agreement with the Massachusetts Attorney General's office, as the process is not yet complete.

ADDRESS OF FACILITY: Please type address, including number, street name and city/town, if available, or describe the location of the site. (Maximum of 300 characters)

The Hillside School, 28 Glen Gary Road, Needham, MA, 02494

BUILDING ENVELOPE: Please provide a detailed description of the building envelope, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).

Building Structure:
The foundation beneath the original building is uninsulated cast-in-place concrete, with a cast-in-place uninsulated concrete ground floor. The ground floor slab typically extends beyond the curtain wall with no thermal break. The structural frame of the original school includes steel columns and beams supporting steel pan deck with cast concrete fill. The roof framing has steel bents over the multipurpose room and steel beams over the classrooms with long span steel deck. The exterior steel frame is generally exposed and the roof beams cantilever to form a roof overhang, with no thermal break from the interior. The 4" masonry walls form classroom and corridor partitions.

The 1968 addition is similar to the original, except that the steel structural frame supports an 8" pre-stressed concrete plank with 2" concrete topping, resting on a combination of steel beams and masonry bearing interior walls. The roof has 8" precast pre-stressed concrete plank, with concrete topping supported on steel columns and beams at the exterior and masonry walls and steel lintels at the corridor. Some concrete spalling and rusted re-bar is evident at exterior soffits. The 18-year-old modular classrooms are pre-fabricated wood structures, placed on poured-in-place concrete piers. Contemporary building codes related to seismic and structural design would make it difficult or cost prohibitive to repair the existing structural frame or add another story to the existing structure in a comprehensive repair/addition project. The low floor-to-floor height will restrict the ability to install needed fire sprinkler, HVAC , electrical, and technology systems during a renovation / repair project. In addition, by 2016, the modular classrooms will be 20 years old and are at the end of their anticipated life.

Building Envelope:
Solid walls in the 1959 portion are constructed with two layers of 4" red brick separated by a 1" airspace with no insulation. The 1968 portion has a wall constructed of 4" interior CMU block, 1" rigid insulation, 1" airspace and 4" exterior red brick. The brick and mortar are generally in good repair with some evidence of settlement cracks and water staining. The modular classrooms have 4" wood frame walls with painted plasterboard interior, fiberglass-bat insulation, and painted composite wood exterior sheathing. The double-pane double-hung vinyl clad windows are operable in the modular classroom wing. The classroom windows in the older portions of the school were constructed with single pane glass set in metal frames with some inset metal panels and ventilation grills. Exterior wall louvers bring unconditioned outside air into each classroom through the unit ventilators. Many of the original glass panels, particularly in the gym space have been replaced with acrylic panels now bearing a yellow cast. Some windows are operable in each classroom, but most classrooms have been retrofitted with thru-

wall air conditioners, due to overheating in the Spring and Fall. The west facade of the building has a 4 ft. cantilevered deck and roof, which provide some shading during mid-day. All exterior doors have been replaced with red aluminum insulated panels, and single pane glass vision panels. The building envelope is very energy inefficient, when compared to contemporary codes and energy standards. Comprehensive replacement of all windows and most walls would be required to meet contemporary energy codes.

Roof:
The main building has a built-up asphalt and gravel roof system with 1" to 3" of sloping insulation installed in 2003. The modular classrooms have a single-ply membrane roof with 1-3" of rigid insulation on a plywood deck on composite wood I-beams. To meet contemporary code, at least 3" of additional rigid insulation would be required. An insulated fiberglass skylight installed in 2003 provides filtered daylight above the main stair, which interconnects the two levels with intermediate landing access to the Media Center.

Under-Slab Ventilation System:
In 1988, a crawlspace ventilation system was installed in the school to address low levels of TCE within the air of the school. This system is constantly monitored through independent environmental consultants and the results are posted on the school website. More details of the ongoing monitoring system and potential future redevelopment constraints and cost issues are noted in the Comprehensive Facilities Assessment study (2011, DWA) and the Environmental Evaluation (2012, DWA.)

Has there been a Major Repair or Replacement of the EXTERIOR WALLS ? NO
Year of Last Major Repair or Replacement: 0
Description of Last Major Repair or Replacement:
There have been no major repairs or replacement of the exterior walls.

Has there been a Major Repair or Replacement of the ROOF? YES
Year of Last Major Repair or Replacement: 2003
Type Of ROOF: A new roof was installed on the main part of the school in 2003, consisting of a gravel surfaced, built-up roof system set in hot asphalt. The 1997 modular classrooms have a single-ply membrane roof.
Description of Last Major Repair or Replacement:
The roof on the main part of the school was replaced in 2003 and included the installation of an insulated fibreglass skylight above the main stair.

Has there been a Major Repair or Replacement of the WINDOWS? NO
Year of Last Major Repair or Replacement: 0
Type Of WINDOWS: Main building: single pane glass set in metal frames with some inset metal panels and ventilation grills. Modular classrooms: double-pane, double-hung vinyl clad windows
Description of Last Major Repair or Replacement:
There have been no major repairs or replacement of the windows.

MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed description of the current mechanical and electrical systems and any known problems or existing conditions (maximum of 5000 characters).

Mechanical Systems:
The building is heated with two, cast iron, sectional type Weil McLain low pressure steam boilers. They both burn #2 fuel oil and were replaced in 1998. The total capacity of both boilers is approximately 7,100 lbs/h of steam or 6,700MBH. The fuel system for the #2 oil is supplied by a 6,500 gallon underground storage tank (UST,) which was replaced in 1991 with a double-walled storage tank. Since the UST is now 20+ years old, it should be removed and the boilers replaced with high efficiency natural gas boilers as part of a major repair / renovation project.

The classrooms get outdoor air and heating from the original floor-mounted unit ventilators and wall fan exhausters. Heating is provided by finned tube steam radiators mounted along the perimeter walls of the building. Steam piping runs through an underground trench system, which is original to the building and the cause of some spring interior flooding, due to a high ground water level with spring rains. Distribution piping in the boiler room is concurrent with the 1998 new boilers, but the piping is original elsewhere in the building. The building has no main cooling system, however many classrooms have window-

mounted air conditioners. A Barber-Coleman Network 8000 Microzone DDC control system was installed to control all unit ventilators, finned tube radiators and air handling units. A comprehensive condition, adequacy and code compliance assessment of each HVAC system is noted in the Dore & Whittier 2011 Comprehensive Facilities Assessment Study. Generally speaking, all of the HVAC systems are in poor to fair condition and reaching the end of their useful lives.

Electrical Systems:
The building is supplied from a pole-mounted transformer, through an underground electric service at 208Y/120 Volt, 3-phase, 4-wire supply. In the basement, the electric service is split into a metered 400 Amp section and a metered 600 Amp section. The panels and switches appear to be original. There are no empty circuits because additional electrical panels have been added over the years to provide for window air conditioners and technology plug points. Certain circuits within the school trip the breakers during AC operation, and no expanded service to classrooms for enhanced technology is currently possible.

The fire alarm system is an addressable system manufactured by FCI, upgraded in 2001 and in good condition. The fire alarm control panel is wall-mounted in the entrance lobby area and also serves as the annunciator. System components include outside beacon, Knox box, pull stations, smoke and heat detectors, horn /strobes.

The school has a public address system which operates through the phone system, but does not have an integrated bell system. The lighting within the classrooms is typically flat fluorescent recessed light strips with prismatic lens in long rows spaced between the perforated metal ceiling panels. Corridor and office space lighting is typically surface mounted fluorescent light fixtures with a wrap-around acrylic lens. Gym lighting consists of 'lowbay' type HID pendent mount fixtures. The modular classrooms have office style 2'x4' fixtures within a dropped acoustic ceiling system. The lighting is functional and in fair condition throughout the school. The lack of a dropped ceiling within the older sections of the school limit future expansion of electricity and technology and require exposed conduit routes for any new wiring. Emergency wall units are battery powered, as are the LED exit signs in the event of a power loss.

Plumbing:
The building is supplied with a 4" water service line coming to the building from Glen Gary Rd and, once inside the building, appears to reduce to a 3" line. A 2" turbine water meter is located within the boiler room further constraining flow. The water distribution system within the building is largely original piping and equipment. The domestic hot water heater is a steam-to-water system fed from the boilers and located within the boiler room. The kitchen is the only zone with a hot water booster to maintain hot water supplies. The cast iron, oakum and lead draining system is original to the building and, at 52 years, is approaching the end of its useful life. A grease interceptor within the kitchen floor is experiencing problems. The plumbing fixtures within the bathrooms are largely original with wall mounted sinks, toilets and urinals. The fixtures are nearing the end of their useful life. Numerous deficiencies for handicapped accessibility exist within the bathroom layouts. Roof drainage for the flat roof areas is composed of roof drainage plumbing largely concealed within walls and out of sight.

Fire Protection
The building is not equipped with an automatic sprinkler system. The kitchen cooking hood is not equipped with a fixed fire suppression system. The existing water line is not large enough to provide sprinklers.

Has there been a Major Repair or Replacement of the BOILERS? YES
Year of Last Major Repair or Replacement: 1998
Description of Last Major Repair or Replacement:
The boilers were replaced in 1998, during renovation of the boiler room. The main air compressor and dryer were replaced in 2003

Has there been a Major Repair or Replacement of the HVAC SYSTEM ? YES
Year of Last Major Repair or Replacement: 2010
Description of Last Major Repair or Replacement:
The existing pneumatic control system was converted to digital in 2010 and the Hillside School HVAC was added to the Town's building management system.

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION

SYSTEM? YES
Year of Last Major Repair or Replacement: 1969
Description of Last Major Repair or Replacement:
The electrical systems were renovated in 1969, when the addition was built. At this time, the lights, sound system, and clock and bell systems were installed, as well as a number of roof fans. The lighting fixtures in the gym were installed in 1986. The electrical service equipment is original to the building and in average condition. The distribution equipment, also original, is at or near the end of its anticipated life.

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring systems, finishes, ceilings, lighting, etc. (maximum of 5000 characters).

Interior:
The flooring throughout the corridors and classrooms is Vinyl Composite Tile (VCT) and is well maintained. The low-pile carpet in the Media Center is in fair condition. Bathroom floors are ceramic tile and in good condition. The Gymnasium / Assembly Room floor is hardwood in fair condition, as a crack exists along the north wall. The condition of the ground level flooring is of concern, due to seasonal flooding. The floors in utility areas are exposed concrete.

Many of the interior walls are constructed of exposed red brick or glazed concrete block in good condition. However, because of the lack of insulation within the walls, single glazed windows and uneven heating, it can be uncomfortable to sit near the exterior walls in winter. Ceilings in the 1959 portion of the school are perforated metal acoustic panels with flush mounted fluorescent lights. The 1968 portion of the school has painted precast concrete ceilings with some areas of Acoustic Ceiling Tile (ACT). The modular classrooms have a dropped ceiling with 2'x4' ACT.

The interior doors throughout the building are largely original to their date of construction. From a handicapped accessibility point of view, many doors in the school lack the size, clear floor area and proper hardware to meet contemporary codes. Few of the interior doors in the school are fire rated, as would now be required with the contemporary code, but then many of the interior walls are not fire rated either. Doors within the hallway are too small to meet current egress code and at times, swing in the opposite direction of the path of egress. Many of the doors lack proper handles and panic hardware to meet contemporary accessibility and egress codes. Comprehensive replacement of all interior doors would likely be required as a part of any major renovation.

Interior stairways have railings that were acceptable at the time of installation, but do not meet all current egress and accessibility requirements. The geometry of some stairs and the rating of the surrounding walls also are not compliant with contemporary codes.

The only bathrooms within the school that meet contemporary MAAB accessibility requirements are those within the modular classroom wing. However, these are only accessible from the lower level of the school, due to the lack of an elevator within the school. Other bathrooms have been modified to improve accessibility, but only a comprehensive redevelopment could fix all of the accessibility issues for the bathrooms.

Technology:
Data cabling in the school is mostly Category 5 copper and terminates in Category 5 patch panels. Most of the telephone cabling is Category 3 copper that terminates on a 110 punch-down board. The facility does not have spaces dedicated to technology cabling management. Patch panels are located in janitor closets and even in a roof access path. Mini switches in each classroom enable a single feed to serve several computers. Technology distribution is further constrained within the school, due to the lack of and improper location of many power receptacles. White boards typically require rubber floor strips to hide power and IT cables. The school does not have sufficient available space to have a full computer lab. Therefore, an area within the Media Center contains multiple computers for some training, but this area has no sound separating walls. Otherwise the school is forced to use a mobile cart with multiple laptop computers, which is wheeled into each classroom for technology training utilizing wireless connections to the Internet.

Hazardous Materials

The Public Facilities Department has an ongoing plan for the assessment and remediation of hazardous materials within the school. Testing confirmed that floor tiles contain asbestos (ACM) and a program of phased remediation and replacement has been in place for the past decade. Hard joint insulation of heating pipes was found to contain asbestos in various locations. When other repairs were conducted in the boiler room, asbestos was remediated and removed as a part of that work, but ACM's still remain in the utility tunnels. Interior caulking at wall seams is assumed to contain asbestos and PCB's. The exterior and interior window framing and glazing caulking are assumed to contain ACM's and PCB's and would require abatement as a part of repair / replacement. Other locations assumed to contain asbestos are: door framing caulking, unit vent grill caulking, blackboard glue, underground waste water pipes, damproofing on foundation wall, and thru-wall flashing. Tubes within light fixtures, exit signs, switches, and thermostats are assumed to contain mercury. The painted surfaces are assumed to contain lead. All of these materials would need to be addressed during a comprehensive repair or replacement project.

PROGRAMS and OPERATIONS: Please provide a detailed description of the current programs offered and indicate whether there are program components that cannot be offered due to facility constraints, operational constraints, etc. (maximum of 5000 characters).

Students in Grades K-5 receive the regular elementary curriculum, including art, music, media, technology and physical education instruction. Special needs instruction is provided on both an integrated and pull-out basis, as well as through the ELC II Early Learning Center (ELC) Program at Hillside. ELC II is a District-wide program serving special needs students in Grades 3-5, who need intensive instruction and significant modification of the curriculum to make effective progress. Students served may be diagnosed with autism, severe communication disorder/delay, physical disability, neurological impairment and/or global developmental delay.

Compared to MSBA standards, the Hillside School is undersized by 40%. As noted in the Comprehensive Facilities Assessment (DWA, 2011), all educational spaces are undersized within the existing school by the percentages noted as follows: classrooms in the 1959 original building (11%), classrooms in the 1968 wing (14%), Library/ Media Center (15%), Cafeteria (33%), art (19%) and music (15%.) In addition, the configuration of the Media Center is problematic, forcing computer and media classes to run simultaneously. The school has no separate performance space. The stage area in the Gymnasium is used as a movement/occupational therapy space and for storage for gymnastic equipment, all of which must be consolidated temporarily during school performances.

Due to space constraints, continued enrollment growth or increases in the number of students on IEPs will mean that additional classroom space will only be created by moving art or music onto a cart and/or subdividing special education programming space. Additionally, Hillside does not have adequate space to offer full-day Kindergarten or before/after school programs for children. The Hillside Kindergarten After School (KASE) Program is located in leased space at the Congregational Church and the Needham Extended Day Before/ After School Program for Hillside students is offered at the Newman Elementary School.

Finally, access to the school is a major problem. The parking holds 44 cars legally and Hillside has over 55 staff. This means that staff members are forced to park in tandem. Keys are left at the office and school staff spend a good deal of time working as valets in addition to their direct responsibilities. Parents are not allowed to park in the lot except on special visiting days when staff park on the playground to accommodate parents (i.e. school concerts, open houses, conference days.)

CORE EDUCATIONAL SPACES: Please provide a detailed description of the Core Educational Spaces within the facility, a description of the number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, and a description of the media center/library (maximum of 5000 characters).

The core educational spaces include the following:

Classrooms:
Grade K: 1232 s.f., 1204 s.f.
Grade 1: 847 s.f., 829 s.f., 880 s.f., 831 s.f.
Grade 2: 843 s.f., 865 s.f., 868 s.f.
Grade 3: 829 s.f., 849 s.f., 850 s.f.

Grade 4: 855 s.f., 819 s.f., 812 s.f, 817 s.f.
Grade 5: 858 s.f., 826 s.f., 951 s.f.
Art: 822 s.f.
Music: 951 s.f.
Special Education Classroom (ELC): 833 s.f.
No science room

Common Areas:
1 Gymnasium/Stage: 3255 s.f.
1 Cafeteria: 2177 s.f.
1 Kitchen: 1212 s.f.
Media Center: 2190 s.f. The Media Center consists of two large rooms connected by a narrower foyer. Books are housed on both sides and a computer lab area sits in the middle of one of the two sides. The Media Center is on its own level of the building and is not handicapped accessible.

Student Support/Other Instructional:
1 Guidance: 249 s.f.
5 Special Education Small Group Instruction Rooms: 518 s.f., 119 s.f., 66 s.f., 520 s.f., 119 s.f.
1 Nurse Suite: 386 s.f.
1 Occupational Therapy Room: 86 s.f.

Administration:
2 Administration: 287 s.f., 369 s.f., Admin Overflow in Lobby 425 s.f.
1 Teacher Break Room: 503 s.f.
2 Storage: 169 s.f.; 526 s.f.
1 Janitor's Office: 218 s.f.

CAPACITY and UTILIZATION: Please provide a detailed description of the current capacity and utilization of the school facility. If the school is overcrowded, please describe steps taken by the administration to address capacity issues. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters).

The calculated capacity of the school is 261 students, based on the total area noted in the Comprehensive Facilities Assessment Study (DWA, 2011) and current MSBA standards. The current enrollment is 419 students, however. As a result, the school is approximately 40% undersized.

As further noted in the Comprehensive Facilities Assessment, all educational spaces are undersized within the existing school by the percentages noted as follows: classrooms in the 1959 original building (11%), classrooms in the 1968 wing (14%), Library/ Media Center (15%), Cafeteria (33%), art (19%) and music (15%.) In addition, the configuration of the Media Center is problematic, forcing computer and media classes to run simultaneously. The stage area in the Gymnasium is used as a movement/occupational therapy space and for storage for gymnastic equipment, all of which must be consolidated temporarily during school performances. There are no spare rooms. To accommodate future enrollment increases, or an expansion in either the number of students with IEPs or the ELC Program needs, art or music will be moved onto a cart and/or special education programming space will be subdivided.

Additionally, to mitigate overcrowded conditions in the common spaces, the school operates six lunches in the cafeteria (which seats 141 students, legally), between the times of 11:06-1:05, daily. This schedule results in some students eating 2.5 hours after they arrive and others ninety minutes before they leave. The over-scheduling of the Cafeteria, as well as its small size, results in its limited use for large gatherings. Hillside has never had a separate performance space, and because of that and the small Cafeteria, the Gymnasium is utilized for large group gatherings and gym classes. This often results in a conflict between arts and physical education programming, with one or the other inevitably shortchanged. The Cafeteria also has terrible acoustics and is located below the gym so the noise above is often deafening.

Finally, the constrained site and narrow vehicular access to the school have created significant congestion during pick up/drop off times and in the parking lot. To address the vehicular congestion at pickup and drop off, the abutting residential streets (McCullough Street, Castle Place, and Glen Gary Rd) are turned into a one-way loop from West Street for automobiles and busses in order to control traffic. In addition, to accommodate the parking needs of staff, employees park in tandem and leave their keys at the office, valet-style. Parents are not allowed to park on-site, except on special visiting days, when staff park on the playground to accommodate parents (i.e., school concerts, open houses, conferences, etc.) During these days, the school is forced to use the paved play area for parking and students lose play space.

Finally, storage space is inadequate. Two small sheds have been added outside to house some gym equipment and voting booths. Access to surplus student furniture is difficult at best, since the storage area is jam-packed and it is very difficult to reach many items.

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices, its capital repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including any override or debt exclusion votes that were necessary (maximum of 5000 characters).

The Town implemented a structured preventative maintenance program in 2009. The program provides for the quarterly and/or annual maintenance of HVAC, water heating, plumbing, electrical and general maintenance systems. The Town also funds an annual facility maintenance capital article to address the needs of smaller repairs such as duct cleaning, asbestos abatement, flooring replacement and HVAC upgrades.

A chronology of capital repairs to the facility follows:
1997 – Modular classrooms installed
1998 – Boiler room renovation, including boiler replacement
2001 – Sub-floors and tiles replaced
2003 – New roof installed, fire detection system replaced
2003, 2004, and 2005 – Asbestos floor tile abated
2005 – Exterior painted
2007 - Potholes were filled and the pavement repaired
2009 - Exterior decks and stairs, the ceiling tile, and the HVAC unit on top of room 3 were replaced
2009 - Rentar fuel catalyst unit was installed and exterior air leaks were sealed
2009 - Doors were replaced and an exterior airphone system was installed
2010 – Converted existing pneumatic control system to digital and added the Hillside School to the Town's building management system
2011 – Installed two high efficiency domestic hot water heaters

A Comprehensive Facilities Assessment was completed in 2011 for the Hillside, Mitchell, and Pollard Schools. Since most of Hillside School's building systems are nearing the end of life, the study recommended that major upgrades be deferred to a comprehensive renovation/replacement project. Ongoing maintenance is limited to those essential repairs, which are needed to extend the useful life of this facility, and are summarized in the Town's five-year Capital Improvement Plan (CIP.)

Priority 2

Question 1: Please describe the existing conditions that constitute severe overcrowding.

The calculated capacity of the school is 261 students, based on the total area noted in the Comprehensive Facilities Assessment DWA, 2011) and current MSBA standards. The current enrollment is 419 students. As a result, the school is approximately 40% undersized.

As further noted in the Facilities Assessment, all educational spaces are undersized within the existing school by the percentages noted as follows: classrooms in the 1959 original building (11%), classrooms in the 1968 wing (14%), Library/ Media Center (15%), Gymnasium/ multipurpose space (10%), Cafeteria (33%), art (19%) and music (15%.) In addition, the configuration of the Media Center is problematic and the school has no separate performance space. There is a significant lack of remedial/tutorial and special education spaces and there are no spare rooms. Hillside also does not have adequate space to offer full-day Kindergarten or before/after school programs for children.

The number of sections at Hillside is increasing. In 2012/13, Hillside has four sections of Grades K, 1 and 4. Since Kindergarten is a half-day program, next year, the school will need at least one more classroom to accommodate four (4) sections of Grades 1, 2, and 5. If this trend continues, the school will need an additional classroom again in two years to accommodate these rising population needs.

Both storage and administrative spaces are inadequate at the school.

Finally, site access is restricted, due to wetland buffer zone constraints and property lot lines. The narrow vehicular access restricts the flow of traffic on-site and has resulted in vehicular backup in the neighborhoods and on West Street. These traffic issues have created potential safety hazards for the Hillside school, neighbors and students. In addition, the parking lot, which holds 44 cars legally, is insufficient in size to accommodate Hillside's 55+ staff members.

Priority 2

Question 2: Please describe the measures the School District has taken to mitigate the problem(s) described above.

To accommodate increased enrollment and to partially address the lack of appropriately-sized classroom space, the District constructed an addition to the school in 1968 and installed two modular classrooms with bathrooms in 1997. However, teaching and learning continues in classrooms that are between 11-14% undersized, according to MSBA standards. To create additional Kindergarten classroom space next year, and to meet future enrollment growth, art or music will be moved to a cart and/or special education program space will be subdivided. However, special education space at Hillside School already is pressed, due to the growing numbers of students on IEPs and the expanding ELC Program. Due to the lack of remedial/tutorial and special education spaces, small group instruction often occurs in stairways, corridors and storage rooms.

Due to inadequate space, the Hillside Kindergarten After School (KASE) Program is located in leased space at the Congregational Church in Needham, and the Needham Extended Day Before/ After School Program for Hillside Students is offered at the Newman Elementary School.

To address the insufficient size of the common spaces and lack of a separate performance space, the Hillside school has taken the following steps. During school performances, the school temporarily consolidates all of the movement/occupational therapy and gymnastic equipment stored in the stage area of the Gymnasium and uses that space for performances. The dual use of this space (for large group gatherings and gym classes) often results in a conflict between arts and physical education programming, with one or the other being shortchanged. In addition, the school operates six lunches in the Cafeteria on a daily basis between 11:05-1:05, resulting in some students eating 2.5 hours after they arrive and others ninety minutes before they leave. Since the Cafeteria is located below the gym, and the Cafeteria has terrible acoustics, the noise above often is deafening. Finally, due to the awkward configuration of the Media Center, computer and media classes run simultaneously, creating congestion and noise, which impedes instruction.

Due to inadequate administrative spaces, secretaries work in corralled sections of the lobby, which creates a distracting, public and noisy work space for these staff members. In addition, copiers, paper and work spaces are located in the corridors of the building. To provide additional storage, two small sheds were added outside to house some gym equipment and voting booths. Access to surplus student furniture is difficult, since the storage area is jam-packed and it is very difficult to reach many items. In addition, stairways and electrical/mechanical rooms are used for storage, despite code restrictions, and are filled with items.

A number of measures also have been implemented to address the insufficient vehicular access and parking spaces. During pick up/drop off, the abutting residential streets are turned into a one-way loop from West Street for automobiles and buses, to control traffic. This often results in cars queuing on the residential streets, impeding the flow of residential traffic. In addition, employees park in tandem and leave their keys at the office, valet-style. Parents are not allowed to park on-site, except on special visiting days, when staff park on the playground to accommodate parents (i.e., school concerts, open houses, conferences, etc.) During these days, when the school is forced to use the paved play area for parking, students lose play space.

Priority 2

Question 3: Please provide a detailed explanation of the impact of the problem described in this priority on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

The lack of sufficient space and deficiencies of the facility have created disruptions and compromises to the educational program at Hillside School.

As noted above, classrooms are undersized and small group instruction is often delivered in stairways, corridors and storage rooms. The dual use of the core spaces often results in one educational program area being shortchanged or creates conditions that are not conducive to learning. For example, the use of the Gymnasium as both a large group meeting space and a location for physical education instruction often results in scheduling conflicts between arts and physical education programming, with one group or the other losing out. When the Gym is needed for performances, equipment must be moved from storage on the stage, to free up the area for performances. Additionally, extended use of the Cafeteria for lunches each day creates noise issues in the gym space upstairs, which disrupts the activities occurring in that space. The concurrent use of the Media Center for computer and media education creates a congested and noisy learning environment, which is distracting for students. The need for additional classroom space has resulted in art or music instruction being delivered from a cart, or the subdivision of precious special education space into even smaller classroom areas.

In addition, the lack of adequate space for full-day Kindergarten or before/after school programs for children, has caused the Hillside KASE and extended day programs to move off-site, creating discontinuity within the extended educational day, and fragmentation of the Hillside community. Additionally, children must be bussed to these alternate locations, which aggravates site congestion at morning drop-off and afternoon pick-up times.

The lack of an elevator and handicapped accessible doorways means that areas of the building, including the Media Center, which is located on its own level of the school, are not handicapped accessible, which restricts access to the educational program for some children.

Building deficiencies also hamper effective administration of the building. As noted above, building secretaries work in the lobby, which is a distracting, public and noisy work space for these staff members. In addition, copiers, paper and work spaces are located in the corridors of the building. Storage is a problem, and is only minimally managed by the addition of an outside storage area and use of stairways and electrical/mechanical rooms to store items.

Finally, the congestion in the parking lot re-directs a significant amount of staff time from the educational program to car/bus duty and valet parking. The congested traffic conditions are a safety hazard, which must be mitigated by providing adequate staff members to monitor vehicular activities. In addition, the tandem parking is a time-consuming distraction, since staff must spend a portion of their day acting as valets. The limited parking also means that parent access to the school is restricted. As noted above, parents are not allowed to park on-site, except on special visiting days, when staff park on the playground to accommodate parents (i.e., school concerts, open houses, conferences, etc.) During these days, when the school is forced to use the paved play area for parking, students lose play space.

Please also provide the following:

Cafeteria Seating Capacity: 141
Number of lunch seatings per day: 6
Are modular units currently present on-site and being used for classroom space?: YES
If "YES", indicate the number of years that the modular units have been in use: 17

Number of Modular Units: 2
Classroom count in Modular Units: 2
Seating Capacity of Modular classrooms: 22
What was the original anticipated useful life in years of the modular units when they were installed?: 20
Have non-traditional classroom spaces been converted to be used for classroom space?: YES
If "YES", indicate the number of non-traditional classroom spaces in use: 4
Please provide a description of each non-traditional classroom space, its originally-intended use and how it is currently used (maximum of 1000 characters).:

The school has no separate performance space. This, and the small Cafeteria, mean the Gymnasium is utilized for large group gatherings and gym classes, which results in a conflict between arts and PE programming with one or the other inevitably shortchanged. In addition, the stage area in the Gymnasium is used as a movement/occupational therapy space and for storage for gymnastic equipment, all of which must be consolidated temporarily during school performances. Art and music are delivered from a cart, when enrollment requires that the art and music spaces be used for classroom needs. Finally, small group instructional spaces (for remedial/tutorial and special education instruction) are found in stairways, corridors and storage rooms. The Hillside Kindergarten After School (KASE) Program is located in leased space at the Congregational Church, and the extended day before/after school child care program is offered at the Newman Elementary School.

Please explain any recent changes to the district's educational program, school assignment polices, grade configurations, class size policy, school closures, changes in administrative space, or any other changes that impact the district's enrollment capacity (maximum of 5000 characters).:

The School District is committed to a K-5, 6-8, and 9-12 educational program and grade configuration. In 2009, consistent with this policy and to provide adequate space for the growing secondary enrollment, the District opened the High Rock School, a Sixth Grade Center designed to meet the needs of new middle school students, who are transitioning from five elementary schools into one middle school building. After completing the Sixth Grade at High Rock, students continue their middle school experience at the Pollard Middle School, where they attend 7th and 8th Grades before transitioning to Needham High School.

Although the stand-alone 6th grade center is a unique component of Needham's middle school model, it has been successfully integrated into the District's overall program and provides a gateway to the middle school experience for our students.

Finally, the School Committee is committed to providing full-day Kindergarten in Needham, through the successful renovation and reconstruction of its two remaining elementary schools. Due to a longstanding lack of space in the elementary schools, Needham has been unable to offer full-day Kindergarten to eligible students. Renovation and/or construction projects at the Hillside and Mitchell schools would ideally incorporate sufficient space to allow full-day Kindergarten in all of the District's schools.

What are the district's current class size policies (maximum of 500 characters)?:

School Committee Policy #IHB specifies that student/teacher ratios should be within the guidelines: 18-22 in Grades K-3, 20-24 in Grades 4-5, and 'reasonable class size' in Grades 6-12. These guidelines are recommendations, however, rather than absolute limits requiring strict, literal adherence.

Priority 7

Question 1: Please provide a detailed description of the programs not currently available due to facility constraints, the state or local requirement for such programs, and the facility limitations precluding the programs from being offered.

The physical constraints of the Hillside School have impeded the educational program in a variety of ways.

As previously noted, classrooms are undersized, there are no spare rooms, and there is a significant lack of small group instruction space for remedial/ tutorial and special education. Hillside does not have enough classrooms to implement full-day Kindergarten, nor provide before/after school programs for children. The school has no separate performance space, which limits student access to creative arts and other school-wide educational programming. Additionally, there is not enough space to create a dedicated computer lab, and the configuration of the Media Center is problematic, causing computer and media classes to run simultaneously.

Deficiencies in the electrical system also cause periodic electrical blackouts, which disrupt educational programming for students. As previously noted, the electrical system is largely original to the building, with no empty circuits. Overloads, caused by the operation of the window AC units, as well as the concurrent use of the laminating machine, copier and microwave, cause the circuits to trip and for half of the school to lose electricity. Additionally, the lack of/ improper location of power receptacles throughout the building, as well as the lack of a dropped ceiling within older sections of the school, limit future expansion of electricity and technology. The electrical system, as well as most of the other building systems, are nearing the end of their useful lives.

The school has a public address system, but does not have an integrated bell system. As a result, staff must rely on unreliable personal time keeping devices to maintain a synchronized school schedule.

Neither is the building equipped with an automatic sprinkler system. The existing water line is not large enough to provide sprinklers, which are an important life safety system that should be in place in a public building.

The lack of an elevator and handicapped accessible doorways means that areas of the building, including the Media Center, which is located on its own level of the School, are not handicapped accessible. Handicapped inaccessibility restricts access to the educational program for some children.

There are an insufficient number of office spaces to house the administrative staff, and there is no dedicated work space for copiers, paper and other office equipment. Storage is inadequate for the size of the facility.

Finally, site access is restricted, due to wetland buffer zone constraints and property lot lines. The narrow vehicular access restricts the flow of traffic on-site and has resulted in vehicular backup in the neighborhoods and on West Street. These traffic issues have created potential safety hazards for the Hillside school, neighbors and students. In addition, the parking lot, which holds 44 cars legally, is insufficient in size to accommodate Hillside's 55+ staff members.

Priority 7

Question 2: Please describe the measures the district has taken or is planning to take in the immediate future to mitigate the problem(s) described above.

The Hillside Administration has taken measures to mitigate many of the deficiencies noted above, but has been unable to address all problem areas.

To accommodate increased enrollment and to partially address the lack of appropriately-sized classroom space, the District constructed an addition to the school in 1968 and installed two modular classrooms with bathrooms in 1997. However, teaching and learning continues in classrooms that are between 11-14% undersized, according to MSBA standards. To create additional Kindergarten classroom space next year, and to meet future enrollment growth, art or music will be moved to a cart and/or special education program space will be subdivided. Additionally, the need for additional classroom space has resulted in art or music instruction being delivered from a cart, or the subdivision of precious special education space into even smaller classroom areas. However, special education space at Hillside School already is pressed, due to the growing numbers of students on IEPs and the expanding ELC Program. Additionally, small group instruction often occurs in stairways, corridors and storage rooms.

Due to a lack of common space, the Gymnasium/Stage, Cafeteria and Media Centers all are put to dual use, which often leads to conflicts and one program area being shortchanged. Additionally, the location of the Cafeteria below the Gym creates noise issues in both areas, which make these spaces less than ideal for instruction or large group gatherings. Similarly, the lack of sound separating walls in the Media Center, make this a noisy environment for computer training and media instruction. The lack of a dedicated computer lab has been partially mitigated by use of the Media Center for computer training and by the use of a mobile laptop cart, that is wheeled into each classroom for technology training using wireless connections to the Internet.

Inadequacies in the administrative spaces and storage areas have been partially mitigated by the creative use of common space and the addition of an outdoor storage shed. As previously noted, building secretaries work in the lobby. In addition, copiers, paper and work spaces are located in the corridors of the building. Storage remains a problem however, which has been only minimally managed by the addition of an outside storage area and use of stairways and electrical/mechanical rooms to store items. During these days, when the school is forced to use the paved play area for parking, students lose play space.

A number of measures also have been implemented to address the insufficient vehicular access and parking spaces. During pick up/drop off, the abutting residential streets are turned into a one-way loop from West Street for automobiles and buses, to control traffic. This often results in cars queuing on the residential streets, impeding the flow of residential traffic. In addition, employees park in tandem and leave their keys at the office, valet-style. Parents are not allowed to park on-site, except on special visiting days, when staff park on the playground to accommodate parents (i.e., school concerts, open houses, conferences, etc.)

However, the school has not been able to mitigate deficiencies in many of the building systems or other areas of the building. The Comprehensive Facilities Assessment indicated that a comprehensive repair/ addition project would be needed to address the following significant deficiencies: the age of the building (50+ years), deficiencies in the size and number of core educational spaces, inaccessibility to handicapped systems, end-of-life conditions in most building systems, poor energy performance and site constraints. The report recommended a comprehensive renovation/addition project to address these needs, as well as the associated code-related upgrades that would be triggered, including life safety, energy efficiency, and accessibility improvements.

Priority 7

Question 3: Please provide a detailed explanation of the impact of the problem described in this priority on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

Although Hillside is able to provide its educational program, the deficiencies of the facility and the resulting mitigating measures taken by staff have had a negative impact on the educational program for students.

To accommodate increased enrollment and to partially address the lack of appropriately-sized classroom space, the District constructed an addition to the school in 1968 and installed two modular classrooms with bathrooms in 1997. However, teaching and learning continues in classrooms that are between 11-14% undersized, according to MSBA standards. Future growth in enrollment, or in the number of students with IEPs, will cause art or music to be moved to a cart and/or special education program space to be further subdivided. Since special education space at Hillside School already is pressed, this will have a negative impact on program. Additionally, the use of 'non-traditional' areas to provide small group instruction has created space, but not an environment, that is conducive to focus, concentration and student performance. Since much of this instruction is in the areas of remedial/tutorial and special education, this arrangement shortchanges the students most in need of an environment that is conducive to student learning.

The dual use of common space also has created conflicts between program areas and disruptions for students. As previously noted, Hillside operates six lunches between 11:05-1:05, due to the small size of the Cafeteria. The over-scheduling of the Cafeteria, however, results in its limited use for large gatherings. Since there is no separate performance space, and because the Cafeteria is both over-scheduled and small, the Gymnasium is used for large group gatherings and gym classes. This often results in a conflict between art and physical education programming, with one group or the other inevitably shortchanged. When the Gym is needed for performances, equipment must be moved from storage on the stage, to free up the area for performances. Additionally, extended use of the Cafeteria for lunches each day creates noise issues in the gym space upstairs, which disrupts the activities occurring in that space. The concurrent use of the Media Center for computer and media education, with no sound separating walls, creates a congested and noisy learning environment, which is distracting for students.

Inadequacies in the administrative spaces and storage areas have been partially mitigated by the creative use of common space and the addition of an outdoor storage shed. As previously noted, building secretaries work in the lobby area of the building. However, the lobby is a distracting, public and noisy place to work. In addition, copiers, paper and work spaces are located in the corridors of the building, which make it difficult to safeguard equipment and supplies. Storage is tight, even with the addition of a shed outside and access to surplus furniture is difficult, since the basement storage room is jam-packed and it is difficult to reach many items.

Finally, the congestion in the parking lot re-directs a significant amount of staff time from the educational program to car/bus duty and valet parking. The congested traffic conditions are a safety hazard, which must be mitigated by providing adequate staff members to monitor vehicular activities. In addition, the tandem parking is a time-consuming distraction, since staff must spend a portion of their day acting as valets. The limited parking also means that parent access to the school is restricted. As noted above, parents are not allowed to park on-site, except on special visiting days, when staff park on the playground to accommodate parents (i.e., school concerts, open houses, conferences, etc.) During these days, when the school is forced to use the paved play area for parking, students lose play space.

Vote

Vote of Municipal Governing Body YES: NO: Date:

Vote of School Committee YES: NO: Date:

Vote of Regional School Committee YES: NO: Date:

REQUIRED FORM OF VOTE TO SUBMIT AN SOI

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only. FORM OF VOTE Please use the text below to prepare your City's, Town's or District's required vote(s).

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on _____, the _____ *[City Council/Board of Aldermen, Board of Selectmen/Equivalent Governing Body/School Committee]* of _____ *[City/Town]*, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest dated _____ for the _____ *[Name of School]* located at _____ *[Address]* which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future

_____

_____

_____

_____

_____

_____; *[Insert a description of the priority(s) checked off on the Statement of Interest Form and a brief description of the deficiency described therein for each priority];* and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

CERTIFICATIONS

The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, the statements and information contained in this statement of Interest and attached hereto are true and accurate and that this Statement of Interest has been prepared under the direction of the district school committee and the undersigned is duly authorized to submit this Statement of Interest to the Massachusetts School Building Authority. The undersigned also hereby acknowledges and agrees to provide the Massachusetts School Building Authority, upon request by the Authority, any additional information relating to this Statement of Interest that may be required by the Authority.

Chief Executive Officer *	**School Committee Chair**	**Superintendent of Schools**
(print name)	(print name)	(print name)
(signature)	(signature)	(signature)
Date	Date	Date

* Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter.

Massachusetts School Building Authority

Next Steps to Finalize Submission of your FY 2013 Statement of Interest

Thank you for submitting your FY 2013 Statement of Interest (SOI) to the MSBA electronically. **Please note, the District's submission is not yet complete**. The District is required to print and mail a hard copy of the SOI to the MSBA along with the required supporting documentation, which is described below.

Each SOI has two Certification pages that must be signed by the Superintendent, the School Committee Chair, and the Chief Executive Officer*. Please make sure that **both** certifications contained in the SOI have been signed and dated by each of the specified parties and that the hardcopy SOI is submitted to the MSBA with **original signatures**.

SIGNATURES: Each SOI has two (2) Certification pages that must be signed by the District.

In some Districts, two of the required signatures may be that of the same person. If this is the case, please have that person sign in both locations. Please do not leave any of the signature lines blank or submit photocopied signatures, as your SOI will be incomplete.

**Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated as the chief executive office under the provisions of a local charter.*

VOTES: Each SOI must be submitted with the proper vote documentation. This means that (1) the required governing bodies have voted to submit each SOI, (2) the specific vote language required by the MSBA has been used, and (3) the District has submitted a record of the vote in the format required by the MSBA.

- **School Committee Vote:** Submittal of all SOIs must be approved by a vote of the School Committee.
  - For documentation of the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson. The Minutes must contain the actual text of the vote taken which should be substantially the same as the MSBA's SOI vote language.
- **Municipal Body Vote:** SOIs that are submitted by cities and towns must be approved by a vote of the appropriate municipal body (e.g., City Council/ Aldermen/Board of Selectmen) in addition to a vote of the School Committee.
  - Regional School Districts do not need to submit a vote of the municipal body.
  - For the vote of the municipal governing body, a copy of the text of the vote, which shall be substantially the same as the MSBA's SOI vote language, must be submitted with a certification of the City/Town Clerk that the vote was taken and duly recorded, and the date of the vote must be provided.

CLOSED SCHOOLS: Districts that have reported closed school information must download the report from the "Closed School" tab, which can be found on the District Main page. Please print this report, which then must be signed by the Superintendent, the School Committee Chair, and the Chief Executive Officer. A signed report, with original signatures must be included with the District's hard copy SOI submittal. **If a District submits multiple SOIs, only one copy of the Closed School information is required.**

ADDITIONAL DOCUMENTATION FOR SOI PRIORITIES #1 AND #3: If a District selects Priority #1 and/or Priority #3, the District is required to submit additional documentation with its SOI.

- If a District selects Priority #1, Replacement or renovation of a building which is structurally unsound or otherwise in

a condition seriously jeopardizing the health and safety of the school children, where no alternative exists, the MSBA requires a hard copy of the engineering or other report detailing the nature and severity of the problem and a written professional opinion of how imminent the system failure is likely to manifest itself. The District also must submit photographs of the problematic building area or system to the MSBA.

- If a District selects Priority #3, Prevention of a loss of accreditation, the MSBA requires the full accreditation report (s) and any supporting correspondence between the District and the accrediting entity.

ADDITIONAL INFORMATION: In addition to the information required with the SOI hard copy submittal, the District may also provide any reports, pictures, or other information they feel will give the MSBA a better understanding of the issues identified at a facility.

If you have any questions about the SOI process please contact Brian McLaughin at 617-720-4466 or Brian.McLaughlin@massschoolbuildings.org.

Massachusetts School Building Authority

School District Needham

District Contact Anne Gulati TEL: (781) 455-0400

Name of School William Mitchell

Submission Date 3/1/2013

SOI CERTIFICATION

To be eligible to submit a Statement of Interest (SOI), a district must certify the following:

- ☑ The district hereby acknowledges and agrees that this SOI is NOT an application for funding and that submission of this SOI in no way commits the MSBA to accept an application, approve an application, provide a grant or any other type of funding, or places any other obligation on the MSBA.
- ☑ The district hereby acknowledges that no district shall have any entitlement to funds from the MSBA, pursuant to M.G.L. c. 70B or the provisions of 963 CMR 2.00.
- ☑ The district hereby acknowledges that the provisions of 963 CMR 2.00 shall apply to the district and all projects for which the district is seeking and/or receiving funds for any portion of a municipally-owned or regionally-owned school facility from the MSBA pursuant to M.G.L. c. 70B.
- ☑ The district hereby acknowledges that this SOI is for one existing municipally-owned or regionally-owned public school facility in the district that is currently used or will be used to educate public PreK-12 students and that the facility for which the SOI is being submitted does not serve a solely early childhood or Pre-K student population.
- ☑ After the district completes and submits this SOI electronically, the district must sign the required certifications and submit one signed original hard copy of the SOI to the MSBA, with all of the required documentation described under the "Vote" tab, on or before the deadline.
- ☑ The district will schedule and hold a meeting at which the School Committee will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is required for cities, towns, and regional school districts.
- ☑ Prior to the submission of the hard copy of the SOI, the district will schedule and hold a meeting at which the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is not required for regional school districts.
- ☑ On or before the SOI deadline, the district will submit the minutes of the meeting at which the School Committee votes to authorize the Superintendent to submit this SOI. The District will use the MSBA's vote template and the vote will specifically reference the school and the priorities for which the SOI is being submitted. The minutes will be signed by the School Committee Chair. This is required for cities, towns, and regional school districts.
- ☑ The district has arranged with the City/Town Clerk to certify the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body to authorize the Superintendent to submit this SOI. The district will use the MSBA's vote template and submit the full text of this vote, which will specifically reference the school and the priorities for which the SOI is being submitted, to the MSBA on or before the SOI deadline. This is not required for regional school districts.
- ☑ The district hereby acknowledges that this SOI submission will not be complete until the MSBA has received all of the required vote documentation and certification signatures in a format acceptable to the MSBA.

Chief Executive Officer *	**School Committee Chair**	**Superintendent of Schools**
(print name)	(print name)	(print name)
(signature)	(signature)	(signature)
Date	Date	Date

* Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter.

Massachusetts School Building Authority

School District Needham

District Contact Anne Gulati TEL: (781) 455-0400

Name of School William Mitchell

Submission Date 3/1/2013

Note

The following Priorities have been included in the Statement of Interest:

1. ☐ Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of school children, where no alternative exists.
2. ☑ Elimination of existing severe overcrowding.
3. ☐ Prevention of the loss of accreditation.
4. ☐ Prevention of severe overcrowding expected to result from increased enrollments.
5. ☐ Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility.
6. ☐ Short term enrollment growth.
7. ☑ Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements.
8. ☐ Transition from court-ordered and approved racial balance school districts to walk-to, so-called, or other school districts.

SOI Vote Requirement

☑ I acknowledge that I have reviewed the MSBA's vote requirements for submitting an SOI which are set forth in the Vote Tab of this SOI. I understand that the MSBA requires votes from specific parties/governing bodies, in a specific format using the language provided by the MSBA. Further, I understand that the MSBA requires certified and signed vote documentation to be submitted with the SOI. I acknowledge that my SOI will not be considered complete and, therefore, will not be reviewed by the MSBA unless the required accompanying vote documentation is submitted to the satisfaction of the MSBA.

Potential Project Scope: Renovation/ Addition

Is this SOI the District Priority SOI? NO

School name of the District Priority SOI: Hillside Elementary

District Goal for School: Please explain the educational goals of any potential project at this school

The goals of this project are to: 1) eliminate disruptions and compromises to the educational program caused by insufficient space and facility deficiencies, 2) allow teaching and learning to proceed without interference from these issues and 3) do so in a manner that is consistent with the Town's long-range facility needs.

District's Proposed Schedule: What is the District's proposed schedule to achieve the goal(s) stated above?

The District's proposed schedule for this project is: FY13 – Statement of Interest Submitted to MSBA (Mar. 2013) FY14 –

Town Meeting Funds Feasibility Design (Nov. 2013), MSBA 270-Day Eligibility Period (Apr. 2013- Dec. 2013) FY15 – Feasibility Study Completed (May 2014 – Dec. 2014); Debt Exclusion Override (Apr. 2015); Design & Construction Budget Appropriated (May 2015); FY16 – Design Development/Bid Documents Developed (May 2015 - Feb. 2016); Phased Project Bidding (Nov. 2015 – Apr. 2016); Contract Award Modulars & Site Work (Nov. 2015); Contract Award Construction (May 2016); Modulars Constructed (Apr. – Jun, 2016) FY17 & FY18 – Construction (July 2016 – July 2018) FY19 – Mitchell Opens September 2018

Is this part of a larger facilities plan? YES

If "YES", please provide the following:

Facilities Plan Date: 11/15/2006

Planning Firm: DiNisco Design Partnership, 2006. Kaestle Boos 1998.

Please provide an overview of the plan including as much detail as necessary to describe the plan, its goals and how the school facility that is the subject of this SOI fits into that plan:

The scope of this project is to renovate/replace the Mitchell School and increase its capacity to 528 students, for the purpose of addressing extreme overcrowding and other building deficiencies. This project has been identified in several Town facilities plans: Town-wide Comprehensive Facilities Study, Kaestle Boos Associates, Inc. (5/15/1998, KBA); Facilities Master Plan – Town of Needham, DiNisco Design Partnership (11/15/ 2006, DDP); Comprehensive Facilities Assessment- Mitchell & Hillside Schools, Dore & Whittier Architects Inc. (8/22/2011, DWA); and the Pre-Feasibility Study – Mitchell & Hillside Schools, (7/6/2012, DWA.) The Town of Needham updates its Facilities Master Plan about every decade. Both the 1998 and 2006 master plans have identified the need to renovate/replace the Mitchell School to address overcrowding and other building deficiencies. An current condition assessment of the Mitchell School was completed by DWA in 2011. The Comprehensive Facilities Assessment report included evaluations by the following professional (A&E) disciplines: Site (Civil and Landscape), Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Hazardous Materials and Energy Savings programs, with a cost analysis for both short-term and long-term improvements. The most urgent and immediate maintenance and repair recommendations have been incorporated into the Town's five-year Capital Improvement Planning (CIP) and budgeting process. However, the Facilities Assessment also made clear that the Mitchell School is a high priority for a comprehensive building renovation/ or replacement project, due to the age of the building (60+ years), deficiencies in the size and number of core educational spaces (42% under current MSBA standards), inaccessibility of the school to handicapped students, noted deficiencies and/or end-of-life conditions in most building systems, poor energy performance, and site constraints. A copy of the Comprehensive Facilities Assessment is found in Appendix A. In 2012, DWA was commissioned to complete a Pre-feasibility Study of the Mitchell and Hillside Schools (2012, Appendix B.) The purpose of this study was to identify potential options for addressing the long-term facilities issues at each school and to initiate a public dialogue about the needs at each facility. We understand that the Feasibility Study process, if this school is selected by MSBA, will restart the evaluation process in partnership with the MSBA.

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 23 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 22 students per teacher

Does the District have a Master Educational Plan that includes facility goals for this building and all school buildings in District? YES

If "YES", please provide the author and date of the District's Master Educational Plan.

The District's Master Educational Plan is an element of the 2006 DDP Town-wide Facilities Master Plan. In addition, the following studies have been conducted to address the long-term needs of Hillside School: Comprehensive Facilities Assessment (DWA, 2011); and the Mitchell & Hillside Schools Pre-feasibility Study (DWA, 2012.)

Is there overcrowding at the school facility? YES

If "YES", please describe in detail, including specific examples of the overcrowding.

Compared to MSBA standards, the Mitchell School is undersized by 42%. As noted in the Comprehensive Facilities Assessment (DWA, 2011), all of the existing educational spaces are undersized in comparison to current MSBA standards by the following percentages: 1949 Wing (-18%), 1959 wing (-8%), Library Media Center (-25%), Cafeteria (-31%), Gymnasium (-10%), art (-53%), and music (-48%.) (Music currently does not occupy a dedicated space, because it is on the stage in the Cafeteria.) The only spaces that meet current MSBA standards are two classrooms at the end of the 1969 wing.

Additionally, there is a significant lack of remedial/tutorial and special education spaces. Small group instruction often occurs in stairways, corridors and storage rooms. Currently, the 1.3 FTE reading teachers share a converted closet office and one small group table with a full-time special education teacher. Students must walk through general education classrooms to access the reading room and special education spaces. Special education parent meetings often occur in spaces that are shared by other service providers, which has created a confidentiality issue for the students being seen at that time. In addition, Occupational Therapy (OT) has virtually no space for gross motor activities and often has to provide services in the hallway, if at all. As a result, Mitchell is not able to house the OT equipment necessary for many students. This leads to inequity among buildings, with regard to OT services. Moreover, due to the shared use of space by service providers, special education, speech and language, and occupational therapy sessions are often interrupted or displaced by team meetings. Finally, the undersized and inadequate spaces mean that, during the two MCAS administration windows, Mitchell lacks sufficient testing areas to accommodate students whose IEPs require separate testing space.

Due to the lack of appropriate specialized program space, music, art and media/technology education are delivered in a way that compromises the educational program. Music instruction is delivered on the stage in the stage/cafeteria space, due to the lack of a dedicated music classroom. This arrangement limits the availability of the stage/cafeteria space for school wide events, or special joint classroom events that need larger spaces, to only two afternoons/week. The stage is not handicapped accessible, which limits student access and makes it difficult for the music teacher to move equipment off and on the stage for the classroom music classes. There is no separate storage space for chairs, music and instruments. In addition, there are an insufficient number of electrical outlets on the stage to permit use of an electric keyboard, computer, overhead projector, printer and other equipment. The lunch-time use of the Cafeteria limits the ability of the music teacher to give extra help to students during the teacher's planning time, or to prepare sound materials and instruments. Music classes also are bothered by noise from the kitchen, the motors from the vending machines and milk cooler, and the raising and lowering of tables by the custodian. Art classes are held in a classroom that is barely 2/3 the size of a regular classroom. Students are cramped and storage of art materials in the room is limited. The Media Center size is problematic because the limited size and configuration force computer and media classes to run simultaneously within the same space with no sound separation. The school has no separate performance space.

Mitchell does not have adequate space to offer full-day Kindergarten or provide dedicated classroom space to the Kindergarten After School Enrichment (KASE) Program, which is located in leased space at the Congregational Church in Needham.

Finally, there is inadequate space for administrative activities . The Principal's Office is only accessible via an adjacent conference room. Given the lack of alternative meeting spaces, this conference room is used several times/day by lunch groups, special education and reading testing and assessment, parent/teacher conferences, team meetings, and small group work with students. This is problematic because the Principal, and those who come to see him, must walk through and interrupt these meetings and testing situations. It also limits the Principal's access to the conference room for his own meetings with teacher teams, the TST team, School Council, and parent groups.

Has the district had any recent teacher layoffs or reductions? YES

If "YES", how many teaching positions were affected? 1

At which schools in the district? Newman Elementary School, Needham High School (NHS)

Please describe the types of teacher positions that were eliminated (e.g., art, math, science, physical education, etc.).

FY13: 1.0 FTE Newman classroom teacher, 0.06 FTE NHS Nurse.

Has the district had any recent staff layoffs or reductions? YES

If "YES", how many staff positions were affected? 1

At which schools in the district? Needham High School

Please describe the types of staff positions that were eliminated (e.g., guidance, administrative, maintenance, etc.).

FY13: 1.0 FTE NHS Special Education Teaching Assistant

Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions,including the impact on district class sizes and curriculum.

The teacher/staff reductions were in response to changes in Newman School enrollment and High School student support services requirements. There was no impact on program, class size or curriculum, resulting from the changes.

Please provide a detailed description of your most recent budget approval process including a description of any budget reductions and the impact of those reductions on the district's school facilities, class sizes, and educational program.

The budget process begins in September/October, when the School Committee votes budget guidelines. The budget is developed in October-December, with a public hearing and budget review in December - January. The School Committee votes its final budget recommendation at the end of January and the Town Manager's balanced budget proposal (including the School Committee's voted budget, if different) is due to the Finance Committee by January 31. The Finance Committee's recommendation becomes the main motion at Town Meeting. Annual Town Meeting occurs during the first and second week in May. The fiscal year begins July 1. The budget reductions made in FY13, and proposed for FY14, do not have an impact on school facilities or class size. Generally, they result in fewer opportunities to engage in District-wide curriculum development; reduce the number of paid co-curricular faculty adviser and coaching opportunities; reduce the amount of professional development resources available to teachers; reduce compensation for staff members; and reduce the District's ability to respond to special education van replacement needs.

General Description

BRIEF BUILDING HISTORY: Please provide a detailed description of when the original building was built, and the date(s) and project scopes(s) of any additions and renovations (maximum of 5000 characters).

The Mitchell Elementary School was originally designed in 1949 and constructed in 1949-50 as a one-story brick and steel frame elementary school with a pitched roof and an "I-shaped" floor plan. In 1959, a series of additions were made that included: 1) eight classrooms on the east side of the existing building with two connecting corridors, creating an interior courtyard space, 2) a second Kindergarten room on the southwest corner and 3) a Gymnasium on the NW corner of the original building. A final construction phase in 1969 added the Library, toilets and six classrooms to the northeast end of the 1959 wing. The 1959 and 1969 buildings were constructed with flat roofs.

TOTAL BUILDING SQUARE FOOTAGE: Please provide the original building square footage PLUS the square footage of any additions.

49027

SITE DESCRIPTION: Please provide a detailed description of the current site and any known existing conditions that would impact a potential project at the site. Please note whether there are any other buildings, public or private, that share this current site with the school facility. What is the use(s) of this building(s)? (maximum of 5000 characters).

The Mitchell Elementary School is located in a residential area of Needham, with its primary address at 187 Brookline St. The 12.47 acre parcel has about 8.35 acres that are viable for the school building, parking and field uses. The site is about twice as long (1,100 ft.) in the east-west axis as it is wide (550 ft.) on the north-south axis. The school building sits roughly in the middle of the lot with a setback of 150 feet to Brookline Street and 120 feet to Tower Ave. The site has about 620 ft. of frontage onto Brookline St. and 45 ft. of frontage at a back entrance on the north side onto Tower Avenue. Each point of access has sidewalks, a car drop-off loop and parking, but there is no interconnecting road between the north and south sides, except for emergency access over broad sidewalks on the west side of the school. The majority of the Mitchell Elementary School students walk to the school, due to the proximity of houses to the school and the compactness of the Mitchell School District. The neighborhood is zoned as SRB single family residence-B, which allows for quarter acre lot sizes. As a result, it is one of the more densely populated single family districts in Town.

The existing school parcel has a dense stand of trees on the east, where the land drops off by about 25 feet to a wetland area. On the west side, at the edge of the open playing field, there is an adjacent Town-owned lot with a park called "Mitchell Woods," a heavily wooded sloping parcel, which slopes 50 feet down to James Ave.

The site has about 80 car parking spaces. The northern lot with 33 parking spaces, including 2 handicapped spots, is used primarily for teachers. The cul-de-sac accessed from Tower Ave. is used mainly for student drop-off / pick-up by parents, although Kindergartners who participate in the all-day program are picked up and dropped off and transported to a nearby church via mini-bus at this location. The front entrance loop on Brookline St. is used for student drop-off and pick-up by car. Five parking spaces are on the east side of the Brookline St drive. The rest of the parking spots (45 spaces) are located in a lot that abuts Brookline St to the southwest of the school building. On-street parking is restricted near the school. There is a limited drainage system for moving storm water off the site, however, it does not meet current NPDES stormwater standards.

There is an 80ft x 130ft hard-surfaced play area adjacent to the 1949 wing on the west side of the building, with an adjacent paved basketball court. A playground with swings and play structures is adjacent to this play area and further to the west are two 60 ft baseball diamonds in an open playing field. The school is the only use on this parcel of land.

Utilities serving the school come mainly from Brookline St. There is municipal water and sewer service including: four-inch cast iron water main; a six-inch cement sewer from the original building and a six-inch asbestos cement sewer from the 1968

addition. There is a two-inch gas line in Brookline Street near the school, which is not yet connected to the school. A twenty-year-old, double-walled underground 10,000-gallon oil storage tank is located within the planted circle at the front of the building, with iron supply piping to the basement boiler room.

ADDRESS OF FACILITY: Please type address, including number, street name and city/town, if available, or describe the location of the site. (Maximum of 300 characters)

The Mitchell Elementary School, 187 Brookline Street, Needham, MA 02492

BUILDING ENVELOPE: Please provide a detailed description of the building envelope, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).

Building Envelope:
The building envelope varies depending upon the phase of construction. There is little or no insulation within the walls and the exterior brick walls are in fair condition with some areas in poor condition. The original structure shows the least deterioration, with a small amount of efflorescence and brick decay. The 1959 addition shows some efflorescence and fungal growth in several areas on the exterior and there is evidence of brick settlement and cracking in several locations. Deterioration of the exterior surface was observed in areas of the 1959 and 1969 additions.
All of the window glazing within the building is single glazed and therefore very energy inefficient. Windows in the original building are steel sash with 'hopper style' venting at both the top and bottom of the window units. In the 1959 addition, the windows are a mix of steel frame and wood frame. Several of the wood windows are close to the grade and show signs of wood rot. The 1969 wing metal frame windows have evidence of rust and are allowing water to enter some of the window frames. The building envelope is very energy inefficient, when compared to contemporary codes and energy standards. Comprehensive replacement of all windows and most walls would be required to meet contemporary energy codes.
Grills and vents around the school are damaged and are being replaced under the current maintenance plan, as these are affecting the performance of existing mechanical systems. Many exterior doors around the building have been replaced; however these new insulated fiberglass panel doors have been set within the existing metal frames, which are in poor condition. Some of the remaining existing doors are original to the building and further replacement is required.

Building Structure:
1949 Building - The original building was constructed about 4 ft above grade, with a utility basement for boilers and storage at the front of the building and a crawl space beneath the rest of the building. Foundations are traditional, cast-in-place concrete with interior concrete pilasters on footings and concrete walls around the perimeter of the structure. The ground floor structure consists of exterior masonry walls and eight-inch wide flange steel columns and beams supporting roof framing of trusses with eight-inch and ten-inch steel purlins. The roof substrate has 1-½ inch wood planking spiked to the purlins and trusses. The exterior walls appear to be solid brick with steel lintels supporting the brick veneer.
1959 Addition – The single story wing has a flat roof. Foundations are traditional cast-in-place concrete with a four-inch cast-in-place concrete un-insulated floor slab. The roof framing is supported on steel columns both on the corridor and exterior. Twelve-inch girders and ten-inch deep steel beams support fourteen-inch deep open web steel joists thirty –inches on center with perlite on steel-tex decking. The exterior walls have curtain wall with masonry to sill level consisting of various materials including solid brick and concrete breeze block. Masonry cavities vary from one-inch to two –inches, typically without any insulation.
1969 Addition – This single-story flat-roofed classroom section has traditional un-insulated cast-in-place concrete foundations and a four-inch un-insulated slab on grade. Steel columns and beams support open web steel joists at four-feet on center and 1- ½ inch deep steel decking. The structural frame is in sound condition, but would not meet contemporary seismic code requirements. While the roof probably meets current loading requirements, any new roof top equipment would require structural assessment prior to installation. The building was not designed for the addition of any future stories. Any major renovation would require lateral stabilization of the exterior and interior masonry walls to meet contemporary seismic codes and limit removal of any existing lateral bracing and walls within the structure.

Roof:
The 1949 building has a pitched roof with asphalt shingles, while both of the additions have flat, internally-drained roof systems with built-up roofing. The asphalt shingle roof is about ten-years old, while the flat roof sections of the building are

original to their phase of construction. There was approximately 2-3" of insulation above the ceiling in the original building, and an additional 6 to 8 inches of insulation were added last summer to improve energy efficiency and maintain better temperature control of these classrooms. The flat roof additions have only 2 inches of rigid insulation on top of the metal roof deck with built-up asphalt and gravel roofing materials. The rigid roof insulation thickness would need to triple in depth to meet contemporary codes. In conclusion, the envelope of the building is reaching the end of its useful life and does not meet contemporary energy code requirements.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS ? YES
Year of Last Major Repair or Replacement: 2001
Description of Last Major Repair or Replacement:
The exterior of the Mitchell school was painted, in its entirety, in 2012. In 2000 and 2001, major structural repairs were made to the concrete block walls between Room 22 and 23 and Rooms 20 and 21.

Has there been a Major Repair or Replacement of the ROOF? YES
Year of Last Major Repair or Replacement: 2007
Type Of ROOF: 1949 wing: Pitched roof with asphalt shingles 1959 & 1969 wings: flat, internally-drained roof systems with built-up asphalt and gravel roofing
Description of Last Major Repair or Replacement:
All flat roofing was replaced in 2007. The new roof has a life expectancy of 20 years and should be replaced in 2027. The sloped roof was last replaced in 1997.

Has there been a Major Repair or Replacement of the WINDOWS? YES
Year of Last Major Repair or Replacement: 2012
Type Of WINDOWS: 1949 wing: steel sash with 'hopper style' venting; 1959 wing: mix of steel frame and wood frame; 1969 wing: metal frame All windows single glazed
Description of Last Major Repair or Replacement:
In 1999, plexi-glass window panes were replaced with glass. All windows in the gym were replaced in 2006 with polycarbonate windows. In 2012, the gym windows were replaced with thermal pane windows.

MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed description of the current mechanical and electrical systems and any known problems or existing conditions (maximum of 5000 characters).

Mechanical Systems
The building is heated with two, cast iron, sectional-type HB Smith low-pressure steam boilers. They both burn #2 fuel oil and one was replaced in 1997. The total capacity of both boilers is approximately 6,000 lbs/h of steam or 5,700 MBH. The fuel system for the #2 oil is supplied by a 22-year old 10,000 gallon underground storage tank (UST). Fuel oil enters the boiler room and is distributed to each boiler by three fuel oil pumps. Distribution piping in the boiler room is about 15 years old, but the piping is original elsewhere in the building and is in fair condition. One new boiler was installed in 1997, but the other boiler is about 10 years older.
There is no central air conditioning system within the building. The classrooms get outdoor air and heating from the 1968 floor-mounted unit ventilators. General heating is provided by finned tube radiators and convectors along the perimeter walls of the building. The radiators and convectors are original to their phase of construction. The 1968 addition has a hot water hydronic loop, which serves the unit ventilators in that section of the building and uneven heating in the most remote spaces is an ongoing problem. Some classrooms have window-mounted air conditioners, which have blocked or used operable windows within the room. These air conditioners are in fair or good condition.
Generally speaking, all of the HVAC systems are in poor to fair condition and reaching the end of their useful lives.

Electrical Systems
The building is supplied by an underground electric service with a 208Y/120 Volt, 3-phase, and 4-wire supply. In the basement, the electric service is split into a metered 400 Amp section and a metered 200 Amp and 100 Amp section. The panels and switches appear to be original. All panels are full and there are no empty circuits or spaces for new circuits. Certain circuits within the school trip the breakers during AC operation, and no expanded service to classrooms for enhanced technology is currently possible. The circuit breakers and main service are obsolete and unavailable, making maintenance impossible. Upgrades would require comprehensive replacement of the electrical service, and the existing electrical service is

not adequate to support the growing technology and HVAC needs of the school.
The fire alarm system is a zoned analog type system manufactured by FCI, in fair condition. System components include outside beacon, Knox-box, pull stations, heat detectors, horn /strobes. The system does not have smoke detectors, only heat detectors, but is in good operating condition.
The school has a public address system with an integrated bell, which operates throughout the building, and functions properly. A clock system is in place with 90% of the clocks functioning properly.
The lighting within most of the classrooms is surface-mounted 2-lamp 1ft x 4ft fluorescent light strips with prismatic lens placed in rows about 4 to 8 feet apart. The lighting is functional and in fair condition throughout the school.

Plumbing
The building is supplied with a 4" water service line coming to the 1949 section of building from Brookline St. A 2" turbine water meter is located within the boiler room constraining flow. The water distribution system within the building is largely original piping and equipment. The original piping appears to be threaded red brass with more modern connections made of soldered copper tube and fittings. The main water service is over 50 years old and at the end of its useful life expectancy. The domestic hot water heater is supplied from an oil-fired storage water heater located within the Boiler Room. The vertical 84-gallon storage tank with insulation jacket has a front-mounted 315 MBH burner assembly capable of a recovery capacity of about 264 gallons per hour. While the water heater is functioning, it is nearing the end of its useful life. The cast iron, oakum and lead draining system and vent system are original to the building and at 40 to 60 years old are approaching the end of their useful life. The plumbing fixtures within the bathrooms are largely original with wall mounted sinks, toilets and urinals. The fixtures, faucets, and flow valves have been replaced if broken, but are largely past the end of their useful lives. Numerous deficiencies for handicapped accessibility exist within the bathroom layouts and for plumbing fixtures within classrooms. These would require replacement to meet contemporary codes if the building were renovated.

Fire Protection
The building is not equipped with an automatic sprinkler system. The kitchen cooking hood is not equipped with a fixed fire suppression system. The existing water line is not large enough to provide sprinklers within the building, and the low floor to ceiling heights would likely constrain the installation of sprinklers.

Has there been a Major Repair or Replacement of the BOILERS? YES
Year of Last Major Repair or Replacement: 2009
Description of Last Major Repair or Replacement:
Oil tanks were replaced in 1992-1993. In 2009, Boiler Number 1 was replaced and the boilers, univents, and air handling units were upgraded to digital control. Also in 2009, the piping in crawl spaces and in the boiler room were insulated, exterior air leaks were sealed, and a Rentar catalyst unit was installed.

Has there been a Major Repair or Replacement of the HVAC SYSTEM ? YES
Year of Last Major Repair or Replacement: 2005
Description of Last Major Repair or Replacement:
Window air conditioning units were installed in 2004 and 2005. The rooftop HVAC unit above the Media Center was replaced in 1998.

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? YES
Year of Last Major Repair or Replacement: 2009
Description of Last Major Repair or Replacement:
In 2006, there was an electrical update that included updating all exit signs and emergency lighting, safety upgrades to several electric distribution panels, rewiring 1 main distribution circuit, rebuilding 1 flush wall mounted electrical sub-panel in the 1968 corridor, and replacing cafeteria fans. The kitchen was wired for a new convection oven in 2009. The intercom, clock, and bells were updated in 1997, and the lights and ceilings were updated in 1983-1985. The media center was rewired in 2005. The electrical fixtures in the kindergarten were replaced in 1985.

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring systems, finishes, ceilings, lighting, etc. (maximum of 5000 characters).

Interior

The floor in the main corridor of the original building is 1ft x 1ft ceramic tile. It is original to the building and in good condition, although this floor can be slippery when wet, since it has aged and gotten smoother over the years. Classrooms and offices within this wing have VCT flooring in good condition. The flooring throughout the corridors and classrooms in the 1959 & 1969 additions are Vinyl Composite Tile (VCT) and are well maintained. The low-pile carpet in the Media Center is in good condition, except near the entrance to the room where some of the carpet squares are lifting due to heavy wear. Bathroom floors are ceramic tile, in good condition. The gymnasium floor is hardwood, in good condition.

Many of the interior walls in the original wing are constructed of 4" steel stud with plaster finish. They are generally in good condition, except for a few locations with cracking or peeling due to prior water damage. In the 1959 addition, the interior walls are constructed of structural CMU block walls. Because of the limited insulation within the exterior walls and single-glazed windows, it can be uncomfortable to sit near the exterior walls in winter.

Most ceilings are in good condition although water damage and staining from HVAC units is visible in certain areas. Glue applied perforated ceiling tiles are installed in several of the original areas of the building and are in poor condition. Ceiling tiles in the school kitchen are not washable and therefore inappropriate for that location.

The interior doors throughout the building are largely original to their date of construction. From a handicapped accessibility point of view, many doors in the school lack the clear floor area and proper hardware to meet contemporary codes. Few of the interior doors in the school are fire rated, as would now be required. Many of the doors lack proper handles and panic hardware to meet contemporary accessibility and egress codes. Comprehensive replacement of all interior doors would likely be required as a part of any major renovation.

Building codes have changed significantly since the original construction and additions to the Mitchell School. While the building has several ramped access pathways into the building, not all of the spaces within the single story building are accessible for people with disabilities. The Gymnasium and second kindergarten room are only accessible by stairs or by walking outside and around the building. The music program for the school is forced to use the stage in the Cafeteria due to lack of available space in the building. This elevated platform has no ramp or lift access. Retrofits have been attempted to make the bathrooms partially compliant with ADA and MAAB criteria, but many restrooms are still missing proper entrance clearances, stall sizes, grab bars, insulated pipes at the sinks, urinals at proper heights, dispensers at proper heights, entrance and turning radii clearances, pull side clearances at entry doors and the correct door hardware.

Technology

Technology distribution through the building has been retrofitted over the past two decades and is minimal in comparison to other modern classrooms and current MSBA standards. Technology distribution is further constrained by the lack of/ improper location of many power receptacles, as well as the inability to add new power receptacles. White boards typically require rubber floor strips to hide power and IT cables. The school does not have sufficient available space to have a full computer lab. Therefore, an area within the Media Center contains multiple computers for training, but this area has no sound separating walls.

Hazardous Materials

The Public Facilities Department has an ongoing plan for the assessment and remediation of hazardous materials in the school. The floor tiles contain asbestos (ACM) and a program of phased remediation and replacement has been in place for the past decade. Hard joint insulation of heating pipes was found to contain asbestos in various locations. The asbestos has been remediated and removed from the boiler room, but ACM's still remain in the utility tunnels. The exterior and interior window framing and glazing caulking are assumed to contain ACM's and PCB's and would require abatement as a part of repair / replacement. Other locations assumed to contain asbestos are wall and door framing caulking, unit vent grill caulking, blackboard glue, underground waste water pipes, damproofing on foundation wall, and thru-wall flashing. Tubes within light fixtures, exit signs, switches, and thermostats are assumed to contain Mercury. The painted surfaces are assumed to contain lead. All of these materials would need to be addressed during a comprehensive repair or replacement project.

PROGRAMS and OPERATIONS: Please provide a detailed description of the current programs offered and indicate whether there are program components that cannot be offered due to facility constraints, operational constraints, etc. (maximum of 5000 characters).

Students in Grades K-5 receive the regular elementary curriculum, including art, music, media, technology and physical

education instruction. Special needs instruction is provided on an integrated and pull-out basis.

Currently, Mitchell does not have adequate space to offer full-day Kindergarten, or provide a dedicated classroom for the Kindergarten After School Enrichment (KASE) Program. (The KASE Program has been re-located to leased space at the Congregational Church in Needham.) Additionally, due to lack of space, small group instruction often occurs in inappropriate locations, such as stairways, corridors and storage rooms. Staff members share office space, and students often walk through general education classrooms to access the reading room and special education spaces. The use of shared space to hold parent meetings has created a confidentiality issue for the students being seen at that time. In addition, Occupational Therapy (OT) has virtually no space for gross motor activities and often has to provide services in the hallway, if at all. As a result, Mitchell is not able to house the OT equipment necessary for many students. This has led to inequity among buildings, with regard to OT services. Moreover, due to the shared use of space by service providers, special education, speech and language, and occupational therapy sessions are often interrupted or displaced by team meetings. Finally, Mitchell lacks sufficient testing areas to accommodate students whose IEPs require separate testing space, during the two MCAS administration windows.

In addition, music, art and media/technology specialized education are delivered in non-traditional spaces, to the detriment of these programs. Music instruction is delivered on the stage, due to the lack of a dedicated music classroom. This arrangement limits the availability of the stage/cafeteria space for school wide events, or special joint classroom events that need larger spaces, to only two afternoons/week. The stage is not handicapped accessible, which limits student access and makes it difficult for the music teacher to move equipment off and on the stage for the classroom music classes. (Staff must re-arrange the stage space daily to accommodate morning band classes, followed by music classes and then band classes again the next morning. Also, there is no separate storage space for chairs, music and instruments.) In addition, the lack of physical space on the stage restricts the movement activities that are fundamental to rhythmic instruction. Also, there are an insufficient number of electrical outlets on the stage to permit use of an electric keyboard, computer, overhead projector, printer and other equipment. The lunch-time use of the Cafeteria limits the ability of the music teacher to give extra help to students during the teacher's planning time. Music classes are bothered by noise from the kitchen, the motors from the vending machines and milk cooler, and the raising and lowering of tables by the custodian. Art classes are held in a classroom that is barely 2/3 the size of a regular classroom. Students are cramped and storage of art materials in the room is limited. The Media Center size is problematic because the limited size and configuration force computer and media classes to run simultaneously within the same space, with no sound separation.

In addition, there is inadequate space for administrative activities. The Principal's Office is only accessible via an adjacent conference room. Given the lack of alternative meeting spaces, this conference room is used several times/day by lunch groups, special education and reading testing and assessment, parent/teacher conferences, team meetings, and small group work with students. This is problematic because the Principal, and those who come to see him, must walk through and interrupt these meetings and testing situations. It also limits the Principal's access to the conference room for his own meetings with teacher teams, the TST team, School Council, and parent groups. The Psychologist works in a 50 s.f. space next to the nurse's office and bathroom, where work is distracted by conversations and bathroom noises.

Finally, other building deficiencies have a negative impact on the educational program, including: a) the inadequate electrical system, which limits the ability to add technology, because there are no available circuits in any of the electrical panels, or to add hubs that make the building wireless, b) the heating system is insufficient, requiring children to wear coats in classrooms where the temperature drops below 68 degrees, and c) the intercom does not reach all areas of the school in an emergency.

CORE EDUCATIONAL SPACES: Please provide a detailed description of the Core Educational Spaces within the facility, a description of the number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, and a description of the media center/library (maximum of 5000 characters).

The core educational spaces include the following:

Classrooms:
1959 wing (870 avg s.f.): 2 Grade K, 4 Grade 3, 1 Grade 4, 2 Grade 2, 1 Special Education

1949 wing (780 avg s.f.): 2 Grade 2, 4 Grade 1, 1 Grade 5 (formerly Music Room, 625 s.f.)
1969 wing (980 avg s.f.): 3 Grade 4, 3 Grade 5
1 Art: 470 s.f.
No science room

Common Areas:
1 Gymnasium
1 Cafeteria/Auditorium (Music instruction delivered on stage, since no dedicated music room), 2400 sf.
1 Kitchen
1 Media Center

Student Support/Other Instructional:
2 Special Education/ Guidance/ Occupational Therapy
1 Nurse Suite

Administration:
3 Administration
1 Teacher Break Room
1 Storage

CAPACITY and UTILIZATION: Please provide a detailed description of the current capacity and utilization of the school facility. If the school is overcrowded, please describe steps taken by the administration to address capacity issues. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters).

The calculated capacity of the school is 272 students, based on the total area noted in the Comprehensive Facilities Assessment (DWA, 2011) and current MSBA standards. The current enrollment is 501 students, creating a space deficiency of over 42%. As noted in the Assessment report, all of the existing educational spaces are undersized by the following percentages: 1949 Wing (-18%), 1959 wing (-8%), Library Media Center (-25%), Cafeteria (-31%), Gymnasium (-10%), art (-53%), and music (-48%,) which is currently not in a dedicated space because it is on the stage in the Cafeteria. The only spaces that meet current MSBA standards are two classrooms at the end of the 1969 wing.

Since there are no spare rooms, music instruction has been moved to the stage, which has resulted in compromises to the music educational program. Staff re-arrange the stage daily to accommodate morning band classes, followed by music classes and then band classes again the next morning. Before-school strings classes have been moved to the Media Center, which limits Media Center prep time and displaces math groups that otherwise would meet in the Media Center. In addition, art instruction is held in an undersized room, which creates cramped conditions for students and limited storage. All clay art projects are dried on shelving in the hallway. The Media Center also is used concurrently for computer and media instruction.

The administration has addressed the general lack of remedial/tutorial and special education spaces by using non-traditional spaces for small group instruction, such as stairways, corridors and storage rooms. The use of moveable partitions allows special educators to share the same space, while working with students at the same time. Similarly, partitions are used to screen off a classroom from students who walk through the room to access reading or specialized education support. The need for space for student lunch groups and testing during MCAS administration periods has been met by setting up tables and chairs in hallways and entrances. Guidance and other support services meet with students in the hallway behind screens.

The Kindergarten After School Enrichment (KASE) Program has been moved to leased space at the Congregational Church in Needham. Kindergarten students who participate in this program ride a bus twice per day to and from the Church.

To mitigate the lack of storage, many teacher materials have been moved to the basement, or are stored in hallways or mechanical/electrical spaces. In addition, a storage shed was installed near the building, to store auditorium chairs.

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices, its capital repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including any override or debt exclusion votes that were necessary (maximum of 5000 characters).

The Town implemented a structured preventative maintenance program in 2009. This program provides for the quarterly and/or annual maintenance of HVAC, water heating, plumbing, electrical, and general maintenance systems. The Town also funds an annual facility maintenance capital article to address the needs of smaller repairs such as duct cleaning, asbestos abatement, flooring replacement, and HVAC upgrades.

A chronology of capital repairs to the facility follows:

1997 – The intercom, clock, and bells were updated
1998 – Hot water tank was installed
1999 – Master fire alarm panel was upgraded
2000, 2001 – Major structural repairs to concrete block exterior walls in some parts of the building
2004 – Rigid insulation was installed to resolve drafts
2004, 2005 – Window air conditioning units were installed
2004, 2006 – Electrical updates and exterior light fixtures were added
2005 – Media Center was rewired
2006 – Entrance ramp outside room 1 was replaced
2007 – Flat roofing was replaced
2007 – Playground was re-patched and paved, and the rear entrance ramp and handrail were replaced
2009 – Boiler #1 was replaced and mechanical system was upgraded
2009 – Systemic plumbing corrections were made including installing low flow toilets
2009 - In 2009 asbestos abatement was undertaken, floor tiles were replaced, and interior walls were painted
2011 – Motion sensors installed
2012 – Exterior doors were replaced
2012 – All windows in the gym were replaced with polycarbonate windows

A Comprehensive Facilities Assessment study was completed in 2011 for the Hillside, Mitchell, and Pollard Schools. Since most of Mitchell School's building systems are nearing the end of life, the study recommended that major upgrades be deferred to a comprehensive school renovation project. Ongoing maintenance is limited to those essential repairs, which are needed to extend the useful life of this facility, and are funded through the Town's five-year Capital Improvement Plan (CIP.)

Priority 2

Question 1: Please describe the existing conditions that constitute severe overcrowding.

The calculated capacity of the school is 272 students, based on the total area noted in the Comprehensive Facilities Assessment (DWA, 2011) and current MSBA standards. The current enrollment is 501 students, creating a space deficiency of over 42%. As noted in the Assessment report, all of the existing educational spaces are undersized by the following percentages: 1949 Wing (-18%), 1959 wing (-8%), Library Media Center (-25%), Cafeteria (-31%), Gymnasium (-10%), art (-53%), and music (-48%,) which is currently not in a dedicated space, because it is on the stage in the cafeteria. The only spaces that meet current MSBA standards are two classrooms at the end of the 1969 wing.

The number and configuration of classroom spaces for music, art and media/instruction also are inadequate for the educational program. Since there is no dedicated music classroom, music instruction is delivered in non-traditional classroom space on the stage. The stage also lacks dedicated storage space for chairs, music and instruments, as well as technology access and an adequate number of electrical outlets. The undersized art classroom creates cramped conditions for students and limits the storage of art materials in the room. Additionally, the size and configuration of the Media Center force computer and media classes to run simultaneously within the same space, with no sound separation. The school has no separate performance space.

Additionally, there are insufficient remedial/tutorial and special education spaces. Small group instruction often occurs in non-traditional areas, such as stairways, corridors and storage rooms. Teachers often share office space. Currently, the 1.3 FTE reading teachers share a converted closet office and one small group table with a special education teacher. In addition, students must walk through general education classrooms to access the reading room and special education spaces. Special education parent meetings often occur in spaces that are shared by other service providers, who are providing ongoing services. In addition, Occupational Therapy (OT) has virtually no space for gross motor activities and often has to provide services in the hallway, if at all. As a result, Mitchell is not able to house the OT equipment necessary for many students. Moreover, due to the shared use of space by service providers, special education, speech and language, and occupational therapy sessions are often interrupted or displaced by team meetings. Finally, the undersized and inadequate spaces mean that, during the two MCAS administration windows, Mitchell lacks sufficient testing areas to accommodate students whose IEPs require separate testing space.

Mitchell does not have adequate space to offer full-day Kindergarten or the Kindergarten After Scool Enrichment (KASE) Program.

Finally, there is inadequate space for storage and administrative activities. The Principal's Office is only accessible via an adjacent conference room. Given the lack of alternative meeting spaces, this conference room is used several times/day by lunch groups, special education and reading testing and assessment, parent/teacher conferences, team meetings, and small group work with students. This is problematic because the Principal, and those who come to see him, must walk through and interrupt these meetings and testing situations. It also limits the Principal's access to the conference room for his own meetings with teacher teams, the TST team, School Council, and parent groups.

Priority 2

Question 2: Please describe the measures the School District has taken to mitigate the problem(s) described above.

Since there are no spare classrooms, music instruction has been moved to the stage, which has resulted in compromises to the music educational program. Staff re-arrange the stage daily to accommodate morning band classes, followed by music classes and then band classes again the next morning. Before-school strings classes have been moved to the Media Center, which limits Media Center prep time and displaces math groups that otherwise would meet in the Media Center. In addition, art instruction is held in an undersized room, which creates cramped conditions for students and limited storage. All clay art projects are dried on shelving in the hallway. The Media Center also is used concurrently for computer and media instruction.

The administration has addressed the general lack of remedial/tutorial and special education spaces by using non-traditional spaces for small group instruction, such as stairways, corridors and storage rooms. The use of moveable partitions allows special educators to share the same space, while working with students. Similarly, partitions are used to screen off a classroom from students who walk through the room to access reading or specialized education support. The necessary space for student lunch groups and testing during MCAS administration periods is provided by setting up tables and chairs in hallways and entrances. Guidance and other support services meet with students in the hallway behind screens.

The Kindergarten After School Enrichment (KASE) Program has been moved to leased space at the Congregational Church in Needham. Kindergarten students who participate in this program ride a bus twice per day to and from the Church.

To mitigate the lack of storage space, many teacher materials have been moved to the basement, or are stored in hallways or mechanical/electrical spaces. In addition, a storage shed was installed near the building, to store auditorium chairs.

Priority 2

Question 3: Please provide a detailed explanation of the impact of the problem described in this priority on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

The lack of sufficient space and deficiencies of the facility have created disruptions and compromises to the educational program at Mitchell School.

As noted above, classrooms are undersized and small group instruction is often delivered in stairways, corridors and storage rooms. The dual use of the core spaces often results in one educational program area being shortchanged, or creates conditions that are not conducive to learning. For example, music instruction is delivered on the stage in the stage/cafeteria space, due to the lack of a dedicated music classroom. This arrangement limits the availability of the stage/cafeteria space for school wide events, or special joint classroom events that need larger spaces, to only two afternoons/week. The stage is not handicapped accessible, which limits student access and makes it difficult for the music teacher to move equipment off and on the stage for the classroom music classes. In addition, there are an insufficient number of electrical outlets to permit use of an electric keyboard, computer, overhead projector, printer and other equipment. The lunch-time use of the cafeteria limits the ability of the music teacher to give extra help to students during the teacher's planning time, or to prepare sound materials and instruments. Music classes also are bothered by noise from the kitchen, the motors from the vending machines and milk cooler, and the raising and lowering of tables by the custodian. The concurrent use of the Media Center for computer and media education creates a congested and noisy learning environment, which is distracting for students.

Additionally, there is a significant lack of remedial/tutorial and special education space. Small group instruction occurs in places which lack privacy and are distracting to students. The fact that classrooms are used as passageways to other spaces, also creates disruption to the learning environment. The use of shared office space for parent meetings has created a confidentiality issue for the students being seen at that time. Moreover, special education, speech and language, and occupational therapy sessions are often interrupted or displaced by team meetings. In addition, the lack of adequate space for gross motor activities and the storage of OT equipment has led to inequity among buildings with regard to the provision of OT services. Finally, the use of hallways and entrances for MCAS testing creates space, but not an environment, which is conducive to focus, concentration and student performance.

The lack of adequate space for full-day Kindergarten has caused the Mitchell KASE Program to move off-site, creating discontinuity within the extended educational day and fragmentation of the Mitchell community.

Finally, building deficiencies hamper effective administration of the building. As noted above, there is inadequate space for storage and administrative meetings. The Principal's conference room doubles as an entrance way to the Principal's Office, as well as a space for lunch groups, special education and reading testing and assessment, parent/teacher conferences, team meetings, and small group work with students. This lack of separate and private meeting space leads to disruption and over-scheduling It also limits the Principal's access to the conference room for his own meetings with teacher teams, the TST team, School Council, and parent groups.

Please also provide the following:

Cafeteria Seating Capacity: 176
Number of lunch seatings per day: 5
Are modular units currently present on-site and being used for classroom space?: NO
If "YES", indicate the number of years that the modular units have been in use:
Number of Modular Units:

Classroom count in Modular Units:

Seating Capacity of Modular classrooms:

What was the original anticipated useful life in years of the modular units when they were installed?:

Have non-traditional classroom spaces been converted to be used for classroom space?: YES

If "YES", indicate the number of non-traditional classroom spaces in use: 3

Please provide a description of each non-traditional classroom space, its originally-intended use and how it is currently used (maximum of 1000 characters).:

Yes. Music classes are delivered on the stage, due to the lack of a dedicated music room. In addition, the Kindergarten After School Enrichment (KASE) Program has been relocated to leased space at the Congregational Church. In addition, the lack of remedial/tutorial and special education spaces has resulted in the use of non-traditional spaces for small group instruction, such as stairways, corridors and storage rooms.

Please explain any recent changes to the district's educational program, school assignment polices, grade configurations, class size policy, school closures, changes in administrative space, or any other changes that impact the district's enrollment capacity (maximum of 5000 characters).:

The School District is committed to a K-5, 6-8, and 9-12 educational program and grade configuration. In 2009, consistent with this policy and to provide adequate space for the growing secondary enrollment, the District opened the High Rock School, a Sixth Grade Center designed to meet the needs of new middle school students, who are transitioning from five elementary schools into one middle school building. After completing the Sixth Grade at High Rock, students continue their middle school experience at the Pollard Middle School, where they attend 7th and 8th Grades before transitioning to Needham High School.

Although the stand-alone 6th grade center is a unique component of Needham's middle school model, it has been successfully integrated into the District's overall program and provides a gateway to the middle school experience for our students.

Finally, the School Committee is committed to providing full-day Kindergarten in Needham, through the successful renovation and reconstruction of its two remaining elementary schools. Due to a longstanding lack of space in the elementary schools, Needham has been unable to offer full-day Kindergarten to eligible students. Renovation and/or construction projects at the Hillside and Mitchell schools would ideally incorporate sufficient space to allow full-day Kindergarten in all of the District's schools.

What are the district's current class size policies (maximum of 500 characters)?:

School Committee Policy #IHB specifies that student/teacher ratios should be within the guidelines: 18-22 in Grades K-3, 20-24 in Grades 4-5, and 'reasonable class size' in Grades 6-12. These guidelines are recommendations, however, rather than absolute limits requiring strict, literal adherence.

Priority 7

Question 1: Please provide a detailed description of the programs not currently available due to facility constraints, the state or local requirement for such programs, and the facility limitations precluding the programs from being offered.

The physical constraints of the Mitchell School have impeded the educational program in a variety of ways.

As previously noted, classrooms are undersized, the number and configuration of spaces are problematic, and there is a significant lack of small group instruction space for remedial/ tutorial and special education. Some small group spaces are only accessible by walking through classrooms, which creates disruption in the learning environment. Occupational Therapy has no adequate space for gross motor activities. There is no dedicated Music room at Mitchell School, nor are there enough classrooms to implement full-day Kindergarten or house the Kindergarten After School Enrichment (KASE) Program. The school lacks a performance center, which limits student access to creative arts and other school-wide educational programming. Additionally, there is no dedicated computer lab, due to space constraints, and the size and configuration of the Media Center are problematic.

Deficiencies in the electrical system also cause periodic blackouts, which disrupt educational programming for students. As previously noted, the electrical system is largely original to the building, with no empty circuits. Overloads, created during AC operation, cause the circuits to trip and for portions of the school to lose electricity. The circuit breakers and main service are obsolete and unavailable, making maintenance impossible. Additionally, the lack of/ improper location of power receptacles throughout the building, limit future expansion of electricity and technology. The electrical system and most other building systems are nearing the end of their useful lives.

The building is not equipped with an automatic sprinkler system. The existing water line is not large enough to provide sprinklers and the low floor to ceiling heights would likely constrain the installation of sprinklers. A fire suppression system is an important life safety system that should be in place in all public buildings.

The lack of an elevator and specific aspects of the building's layout mean that some areas of the School are not accessible by people with disabilities. The Gymnasium and second Kindergarten room are only accessible by stairs or by walking outside and around the building. The music program is forced to use the stage in the Cafeteria, which has no ramp or lift access. Many restrooms lack proper entrance clearances, fixtures and door hardware for accessibility purposes. This lack of accessibility limits access to the educational program for some children.

Finally, there is an insufficient number of meeting and storage spaces in the building. The Principal's Conference Room is used constantly by staff, students and parents. The use of this room also limits access to the Principal's Office, which can only be entered through the conference space. Storage is inadequate for the size of the facility.

Priority 7

Question 2: Please describe the measures the district has taken or is planning to take in the immediate future to mitigate the problem(s) described above.

The Mitchell School has taken measures to mitigate many of the deficiencies noted above, but has not been able to address all problem areas.

To accommodate growing enrollment, the District constructed additions to the School in 1959 and 1969, which added classrooms, a Gymnasium and a Library. However, teaching and learning continues in a school that is approximately 42% undersized, for its population. Future enrollment growth would likely require the addition of modular classrooms, increases in class size, and/or moving art/ music to a cart. Additionally, small group instruction occurs in stairways, corridors and storage rooms, and classrooms. Gross motor activities often occur in the hallway, if at all. Service providers share program offices, which also are used for parent meetings. The Kindergarten After School Enrichment (KASE) Program has been relocated to leased space in the Congregational Church.

Due to a lack of common space, the Gymnasium, Cafeteria/Auditorium and Media Centers all are put to dual use, which often leads to conflicts and one program area being shortchanged. The lack of a dedicated computer lab has been partially mitigated by the use of the Media Center for computer instruction, however, the lack of sound separating walls make this a noisy environment for computer training and media instruction.

The lack of administrative and storage space has been only partially mitigated by the shared use of conference space (such as the Principal's conference room), and the use of hallways or mechanical/electrical spaces to store items.

The school has not been able, however, to mitigate deficiencies in many of the building systems or other areas. The Comprehensive Facilities Assessment indicated that a comprehensive repair/ addition project would be needed to address the following significant deficiencies: the age of the building (60+ years), deficiencies in the size and number of core educational spaces, inaccessibility to handicapped systems, end-of-life conditions in most building systems, poor energy performance and site constraints. The report recommended a comprehensive renovation/addition project to address these needs, as well as the associated code-related upgrades that would be triggered, including life safety, energy efficiency, and accessibility improvements.

Priority 7

Question 3: Please provide a detailed explanation of the impact of the problem described in this priority on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

Although Mitchell is able to provide its educational program, the deficiencies of the facility and the resulting mitigating measures taken by staff have had a negative impact on the educational program for students.

Despite the fact that the building was enlarged in 1959 and 1969 to create additional space, the building remains approximately 42% undersized for its population. As previously noted, the calculated capacity of the school is 272 students, based on the total area noted in the Comprehensive Facilities Assessment (DWA, 2011) and current MSBA standards. The current enrollment is 501 students, creating a space deficiency of over 42%. As noted in the Assessment report, all of the existing educational spaces are undersized by the following percentages: 1949 Wing (-18%), 1959 wing (-8%), Library Media Center (-25%), Cafeteria (-31%), Gymnasium (-10%), art (-53%), and music (-48%,) which is currently not in a dedicated space, because it is on the stage in the cafeteria. The only spaces that meet current MSBA standards are two classrooms at the end of the 1969 wing.

The dual use of common space also has created conflicts between program areas and disruptions for students. The Stage is used for music classes, which limits the availability of the Stage/ Cafeteria for school-wide events or special joint classroom events, to only two afternoons per week. It also has constrained the music program. The Stage is not handicapped accessible, which limits student access, and makes it difficult for the music teacher to move equipment on and off the Stage. (There is no dedicated storage area for music chairs or instruments.) In addition, there are an insufficient number of electrical outlets to permit use of an electronic keyboard, computer, overhead projector, printer or other equipment. The lunch time use of the Cafeteria limits the ability of the music teacher to give extra help to students during the teacher's planning time, or to prepare sound materials or instruments. Music classes are bothered by noise from the kitchen, the motors from the vending machines and milk cooler, and the raising and lowering of tables by the custodian. Use of the Media Center also is problematic, because the size and configuration force computer and media classes to run simultaneously within the same space, with no sound separation. Before-school strings classes also have been moved to the Media Center, which limits Media Center prep time and displaces math groups that otherwise would meet in the Media Center.

In addition, the use of non-traditional spaces to conduct small group instruction creates space, but not a learning environment, that is conducive to focus, concentration and student performance. As previously noted, remedial/tutorial and special education instruction often occurs in stairways, corridors and storage rooms. Partitions are used to cordon off areas of some classrooms to permit access to the adjacent reading and small group instruction rooms, which creates disruption in the classroom environment. Tables and chairs are set up in hallways and entrances provide locations for student lunch groups to meet, or for MCAS testing, but are not ideal locations for either of these activities.

Service providers also share office space among themselves and parents, creating confidentiality issues for students. Currently, the 1.3 FTE reading teachers share a converted closet office and one small group table with a special education teacher. Special education parent meetings often occur in these shared spaces, where confidential information is being discussed. Moreover, due to the shared use of space by service providers, special education, speech and language, and occupational therapy sessions are often interrupted or displaced by team meetings.

In addition, Occupational Therapy (OT) must provide gross motor activities in the hallway, if at all. As a result, Mitchell is not able to house the OT equipment necessary for many students, which leads to inequity among buildings, with regard to OT services.

Finally, the lack of administrative office space and inaccessibility of the Principal's Office has created disruption for administrative personnel. The Principal's Office is only accessible via an adjacent conference room. This conference room is used by lunch groups, special education, reading testing and assessment, parent/teacher conferences, team meetings and small group work with students. This is problematic because the Principal, and those who come to see him, must walk through and interrupt these meetings and

testing situations. It also limits the Principal's access to the conference room for his own meetings with teacher teams, the TST team, School Council and parent groups.

Vote

Vote of Municipal Governing Body YES: NO: Date:

Vote of School Committee YES: NO: Date:

Vote of Regional School Committee YES: NO: Date:

REQUIRED FORM OF VOTE TO SUBMIT AN SOI

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only. FORM OF VOTE Please use the text below to prepare your City's, Town's or District's required vote(s).

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on _____, the

_____ *[City Council/Board of Aldermen, Board of Selectmen/Equivalent Governing Body/School Committee]* of _____ *[City/Town]*, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest dated _____ for the _____ *[Name of School]* located at _____ *[Address]* which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future

_____

_____

_____

_____

_____

_____; *[Insert a description of the priority(s) checked off on the Statement of Interest Form and a brief description of the deficiency described therein for each priority];* and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

CERTIFICATIONS

The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, the statements and information contained in this statement of Interest and attached hereto are true and accurate and that this Statement of Interest has been prepared under the direction of the district school committee and the undersigned is duly authorized to submit this Statement of Interest to the Massachusetts School Building Authority. The undersigned also hereby acknowledges and agrees to provide the Massachusetts School Building Authority, upon request by the Authority, any additional information relating to this Statement of Interest that may be required by the Authority.

Chief Executive Officer *	**School Committee Chair**	**Superintendent of Schools**
(print name)	(print name)	(print name)
(signature)	(signature)	(signature)
Date	Date	Date

* Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter.

Massachusetts School Building Authority

Next Steps to Finalize Submission of your FY 2013 Statement of Interest

Thank you for submitting your FY 2013 Statement of Interest (SOI) to the MSBA electronically. **Please note, the District's submission is not yet complete**. The District is required to print and mail a hard copy of the SOI to the MSBA along with the required supporting documentation, which is described below.

Each SOI has two Certification pages that must be signed by the Superintendent, the School Committee Chair, and the Chief Executive Officer*. Please make sure that **both** certifications contained in the SOI have been signed and dated by each of the specified parties and that the hardcopy SOI is submitted to the MSBA with **original signatures**.

SIGNATURES: Each SOI has two (2) Certification pages that must be signed by the District.

In some Districts, two of the required signatures may be that of the same person. If this is the case, please have that person sign in both locations. Please do not leave any of the signature lines blank or submit photocopied signatures, as your SOI will be incomplete.

**Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated as the chief executive office under the provisions of a local charter.*

VOTES: Each SOI must be submitted with the proper vote documentation. This means that (1) the required governing bodies have voted to submit each SOI, (2) the specific vote language required by the MSBA has been used, and (3) the District has submitted a record of the vote in the format required by the MSBA.

- **School Committee Vote:** Submittal of all SOIs must be approved by a vote of the School Committee.
  - For documentation of the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson. The Minutes must contain the actual text of the vote taken which should be substantially the same as the MSBA's SOI vote language.
- **Municipal Body Vote:** SOIs that are submitted by cities and towns must be approved by a vote of the appropriate municipal body (e.g., City Council/ Aldermen/Board of Selectmen) in addition to a vote of the School Committee.
  - Regional School Districts do not need to submit a vote of the municipal body.
  - For the vote of the municipal governing body, a copy of the text of the vote, which shall be substantially the same as the MSBA's SOI vote language, must be submitted with a certification of the City/Town Clerk that the vote was taken and duly recorded, and the date of the vote must be provided.

CLOSED SCHOOLS: Districts that have reported closed school information must download the report from the "Closed School" tab, which can be found on the District Main page. Please print this report, which then must be signed by the Superintendent, the School Committee Chair, and the Chief Executive Officer. A signed report, with original signatures must be included with the District's hard copy SOI submittal. **If a District submits multiple SOIs, only one copy of the Closed School information is required.**

ADDITIONAL DOCUMENTATION FOR SOI PRIORITIES #1 AND #3: If a District selects Priority #1 and/or Priority #3, the District is required to submit additional documentation with its SOI.

- If a District selects Priority #1, Replacement or renovation of a building which is structurally unsound or otherwise in

a condition seriously jeopardizing the health and safety of the school children, where no alternative exists, the MSBA requires a hard copy of the engineering or other report detailing the nature and severity of the problem and a written professional opinion of how imminent the system failure is likely to manifest itself. The District also must submit photographs of the problematic building area or system to the MSBA.

- If a District selects Priority #3, Prevention of a loss of accreditation, the MSBA requires the full accreditation report (s) and any supporting correspondence between the District and the accrediting entity.

ADDITIONAL INFORMATION: In addition to the information required with the SOI hard copy submittal, the District may also provide any reports, pictures, or other information they feel will give the MSBA a better understanding of the issues identified at a facility.

If you have any questions about the SOI process please contact Brian McLaughin at 617-720-4466 or Brian.McLaughlin@massschoolbuildings.org.

Massachusetts School Building Authority

School District Needham

District Contact Anne Gulati TEL: (781) 455-0400

Name of School Pollard Middle

Submission Date 3/4/2013

SOI CERTIFICATION

To be eligible to submit a Statement of Interest (SOI), a district must certify the following:

- ☑ The district hereby acknowledges and agrees that this SOI is NOT an application for funding and that submission of this SOI in no way commits the MSBA to accept an application, approve an application, provide a grant or any other type of funding, or places any other obligation on the MSBA.
- ☑ The district hereby acknowledges that no district shall have any entitlement to funds from the MSBA, pursuant to M.G.L. c. 70B or the provisions of 963 CMR 2.00.
- ☑ The district hereby acknowledges that the provisions of 963 CMR 2.00 shall apply to the district and all projects for which the district is seeking and/or receiving funds for any portion of a municipally-owned or regionally-owned school facility from the MSBA pursuant to M.G.L. c. 70B.
- ☑ The district hereby acknowledges that this SOI is for one existing municipally-owned or regionally-owned public school facility in the district that is currently used or will be used to educate public PreK-12 students and that the facility for which the SOI is being submitted does not serve a solely early childhood or Pre-K student population.
- ☑ After the district completes and submits this SOI electronically, the district must sign the required certifications and submit one signed original hard copy of the SOI to the MSBA, with all of the required documentation described under the "Vote" tab, on or before the deadline.
- ☑ The district will schedule and hold a meeting at which the School Committee will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is required for cities, towns, and regional school districts.
- ☑ Prior to the submission of the hard copy of the SOI, the district will schedule and hold a meeting at which the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is not required for regional school districts.
- ☑ On or before the SOI deadline, the district will submit the minutes of the meeting at which the School Committee votes to authorize the Superintendent to submit this SOI. The District will use the MSBA's vote template and the vote will specifically reference the school and the priorities for which the SOI is being submitted. The minutes will be signed by the School Committee Chair. This is required for cities, towns, and regional school districts.
- ☑ The district has arranged with the City/Town Clerk to certify the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body to authorize the Superintendent to submit this SOI. The district will use the MSBA's vote template and submit the full text of this vote, which will specifically reference the school and the priorities for which the SOI is being submitted, to the MSBA on or before the SOI deadline. This is not required for regional school districts.
- ☑ The district hereby acknowledges that this SOI submission will not be complete until the MSBA has received all of the required vote documentation and certification signatures in a format acceptable to the MSBA.

Chief Executive Officer *	**School Committee Chair**	**Superintendent of Schools**
(print name)	(print name)	(print name)
(signature)	(signature)	(signature)
Date	Date	Date

* Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter.

Massachusetts School Building Authority

School District Needham

District Contact Anne Gulati TEL: (781) 455-0400

Name of School Pollard Middle

Submission Date 3/4/2013

Note

The following Priorities have been included in the Statement of Interest:

1. ☐ Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of school children, where no alternative exists.
2. ☑ Elimination of existing severe overcrowding.
3. ☐ Prevention of the loss of accreditation.
4. ☐ Prevention of severe overcrowding expected to result from increased enrollments.
5. ☐ Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility.
6. ☐ Short term enrollment growth.
7. ☑ Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements.
8. ☐ Transition from court-ordered and approved racial balance school districts to walk-to, so-called, or other school districts.

SOI Vote Requirement

☑ I acknowledge that I have reviewed the MSBA's vote requirements for submitting an SOI which are set forth in the Vote Tab of this SOI. I understand that the MSBA requires votes from specific parties/governing bodies, in a specific format using the language provided by the MSBA. Further, I understand that the MSBA requires certified and signed vote documentation to be submitted with the SOI. I acknowledge that my SOI will not be considered complete and, therefore, will not be reviewed by the MSBA unless the required accompanying vote documentation is submitted to the satisfaction of the MSBA.

Potential Project Scope: Renovation/ Addition

Is this SOI the District Priority SOI? NO

School name of the District Priority SOI: Hillside Elementary

District Goal for School: Please explain the educational goals of any potential project at this school

The goals of this project are to: 1) eliminate disruptions and compromises to the educational program caused by insufficient space and facility deficiencies, 2) to allow teaching and learning to proceed without interference from these issues and 3) to do so in a manner that is consistent with the Town's long-range facility needs.

District's Proposed Schedule: What is the District's proposed schedule to achieve the goal(s) stated above?

To be determined.

Is this part of a larger facilities plan? YES

If "YES", please provide the following:

Facilities Plan Date: 11/15/2006

Planning Firm: DiNisco Design Partnesrhip, 2006. Kaestle Boos 1998.

Please provide an overview of the plan including as much detail as necessary to describe the plan, its goals and how the school facility that is the subject of this SOI fits into that plan:

The scope of this project is the renovation of and addition to the Pollard School, including: upgrading and replacing sections of the school that are obsolete and/or deficient according to current codes; and adding or renovating core educational spaces, which are not consistent with current MSBA standards, in order to provide the full range of programs consistent with state and approved local requirements. The Town's two recent Master Plans, the 5/15/1998- Townwide Comprehensive Facilities Study, Kaestle Boos Associates, Inc. (KBA) and the 11/15/ 2006 – Facilities Master Plan – Town of Needham, DiNisco Design Partnership (DDP), both identified the need to renovate and add to the Pollard School to address size and condition deficiencies. Additionally, a Comprehensive Facilities Assessment, completed 8/22/2011 by Dore & Whittier Architects Inc. (DWA) examined the deficiencies of the science classrooms, auditorium, gymnasiums, and administrative office spaces in greater detail. The Comprehensive Facilities Assessment study was commissioned for the purpose of understanding the current condition of the Pollard School. It included evaluations by the following professional (A&E) disciplines: Site (Civil and Landscape), Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Hazardous Materials and Energy Savings programs, with a cost analysis for both short-term and long-term improvements. The short-term maintenance/repair recommendations (which address immediate or urgent needs) have been incorporated into the Town's Capital Improvement Plan (CIP,) and have received capital budget funding. However, the Conditions report made it clear that the Pollard School requires a comprehensive repair/addition project to address the following significant deficiencies: the age of the building (between 20 and 60 years), deficiencies in the size and number of some core educational spaces (particularly the science classrooms), the age of the temporary modular classrooms, deficiencies in many building systems, and poor energy performance. The report recommended a comprehensive renovation/addition project to address these needs, as well as the associated code-related upgrades that would be triggered, including life safety, energy efficiency, and accessibility improvements. These deficiencies will be summarized within this SOI and a full copy of the Conditions Assessment Report is included as a reference in Appendix A.

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 25 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 22 students per teacher

Does the District have a Master Educational Plan that includes facility goals for this building and all school buildings in District? YES

If "YES", please provide the author and date of the District's Master Educational Plan.

This project has been identified in several Town facilities plans: Town-wide Comprehensive Facilities Study, Kaestle Boos Associates, Inc. (5/15/1998, KBA); Facilities Master Plan – Town of Needham, DiNisco Design Partnership (11/15/ 2006, DDP); Comprehensive Facilities Assessment- Pollard Middle School, Dore & Whittier Architects Inc. (8/22/2011, DWA)

Is there overcrowding at the school facility? YES

If "YES", please describe in detail, including specific examples of the overcrowding.

The projected enrollment for Pollard is due to increase by 73 in the 2013-2014 school year. A large number of classrooms are small and cannot accommodate more than 23 to 25 students. As a result, alternative spaces have been used for classroom instruction purposes. For example, due to the lack of music rooms, strings classes are held in the Lecture Hall, which in turn, has limited the use of the Lecture Hall. The Pollard Auditorium is used for theater arts classes, which are moved on a constant basis to make the Auditorium available for creative arts presentations or other large class

presentations.

Additionally, the Gymnasia are very crowded. Currently, the Pollard School schedules 3-4 classes of physical education concurrently in its two gym spaces. Class sizes range from 20 – 26 students, and as a result, there can be anywhere between 75 - 100 plus students in the gyms during one class period. The gyms are divided into courts for game play i.e., basketball courts, handball courts and volleyball courts during typical physical education classes. The number of courts is limited by the space. For example, only four basketball courts, four handball courts and five volleyball courts can be created within the allotted space. Once students are divided into teams, there are not enough courts for everyone to play at the same time. As a result, students have to sit out and wait their turn to play. In our current situation, students are sitting out for approximately 1/3 of their class time, which contradicts our philosophy that students should remain active for at least 80% of their time in a physical education class. Ideally, a new gymnasium or alternative activity space is desperately needed.

The locker rooms are small and do not safely accommodate the number of students who are scheduled to use them for their physical education classes. In addition, many of the gym lockers are damaged or broken beyond repair. Finally, the locker rooms were not well designed for supervision purposes. There is no office embedded within the locker room (as there is at the High School) for teachers to casually supervise while students are changing. As a result, teachers walk directly into the locker room to make sure students are behaving appropriately. A window (or office) discretely connecting the female physical education teacher's office with the girls' locker room and the male physical education teacher's office with the boys' locker room would give the teachers a better perspective on what is going on without them having to be directly in the locker room.

The Fitness Center also is small, although in 'good shape.' It can safely accommodate about 20 students at one time. With classes of 25 plus, however, it becomes almost impossible to use this space effectively. There is also a need for some aerobic equipment to complement the weight training circuit that currently exists in the Fitness Center.

The current science rooms have not been updated since the early 1960's. Many of these rooms are small, and as a result, it is difficult to accommodate enough lab tables for the number of students who are currently enrolled. This condition will become exacerbated with the additional students projected for 2013-2014.

Finally, the student and faculty bathrooms have not been updated in years. There are constant plumbing issues. With the increase in enrollment, the constant use of these bathrooms will increase.

Has the district had any recent teacher layoffs or reductions? YES

If "YES", how many teaching positions were affected? 1
At which schools in the district? Newman Elementary School, Needham High School (NHS)
Please describe the types of teacher positions that were eliminated (e.g., art, math, science, physical education, etc.).

FY13: 1.0 FTE Newman classroom teacher, 0.06 FTE NHS Nurse.

Has the district had any recent staff layoffs or reductions? YES

If "YES", how many staff positions were affected? 1
At which schools in the district? Needham High School
Please describe the types of staff positions that were eliminated (e.g., guidance, administrative, maintenance, etc.).

FY13: 1.0 FTE NHS Special Education Teaching Assistant

Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions,including the impact on district class sizes and curriculum.

The teacher/staff reductions were in response to changes in Newman School enrollment and High School student support services requirements. There was no impact on program, class size or curriculum, resulting from the changes.

Please provide a detailed description of your most recent budget approval process including a description of any budget reductions and the impact of those reductions on the district's school facilities, class sizes, and educational

program.

The budget process begins in September/October, when the School Committee votes budget guidelines. The budget is developed in October-December, with a public hearing and budget review in December - January. The School Committee votes its final budget recommendation at the end of January and the Town Manager's balanced budget proposal (including the School Committee's voted budget, if different) is due to the Finance Committee by January 31. The Finance Committee's recommendation becomes the main motion at Town Meeting. Annual Town Meeting occurs during the first and second week in May. The fiscal year begins July 1. The aforementioned reductions have not had an impact on school facilities. The impact on class size and the elective program is detailed above. Other budget reductions have resulted in fewer opportunities to engage in District-wide curriculum development and teacher professional development; reduced the number of paid co-curricular faculty adviser and coaching opportunities for High School students; reduced the amount of middle school computer technician support (resulting in longer wait times for staff); and reduced the amount of District-level teacher leader support for English Language Arts/targeted reading support. Other clerical reductions forced consolidation/re-organization of existing tasks onto fewer individuals and tighter educational supply budgets.

General Description

BRIEF BUILDING HISTORY: Please provide a detailed description of when the original building was built, and the date(s) and project scopes(s) of any additions and renovations (maximum of 5000 characters).

The Pollard Middle School was constructed in 1956 with major additions/ renovations in 1968 and 1992, which nearly doubled the original size of the school. A series of additional renovations were completed in the 1990's including: 1996 - handicapped accessibility renovations; 1998 - air balancing and 1999 – HVAC / electrical system improvements. In 2002, ten modular classrooms and toilets were added to the south of the existing building, with a ramp connection to the lower level of the 1968 wing. The roof was replaced in 2011 as part of the MSBA Green Roof repair program. Parking was added adjacent to the sports fields with a driveway for busses to Dedham Ave in 2011-12, with some renovations to the modular classrooms. Boiler replacement is scheduled for the summer of 2013, as part of a strategic investment plan for energy efficiency renovations for the facility.

The building has always functioned as a middle school, and at one time contained Grades 6, 7 & 8. However, due to overcrowding, the 6th Grade was moved to the High Rock School in 2009. The building currently serves the 7th and 8th Grades, with approximately 880 students utilizing all available space within the building.

TOTAL BUILDING SQUARE FOOTAGE: Please provide the original building square footage PLUS the square footage of any additions.

147224

SITE DESCRIPTION: Please provide a detailed description of the current site and any known existing conditions that would impact a potential project at the site. Please note whether there are any other buildings, public or private, that share this current site with the school facility. What is the use(s) of this building(s)? (maximum of 5000 characters).

The Pollard Middle School is located in a residential area of Needham, with a main entrance at 200 Harris Ave. It has a west side entrance and parking area accessed from Glenwood Rd. The school is located on a 15.6 acre parcel of land near the center of Needham. The building footprint occupies about 16% of the site area. The trapezoidal shaped property has 725 feet of frontage onto Harris Ave on the north, residential abutters to the east and west, and an M.B.T. A. railroad embankment on the south. There are two "paper road" right-of-ways along the western boundary, Mayo Drive and Glen Terrace, which are Town-owned but undeveloped, except for two abutter driveways. The land terraces down in elevation from north to south by about thirty feet. A pedestrian underpass beneath the railroad embankment links the Pollard playing fields to the adjacent DeFazio Park sports playing fields.

The School appears to be one story tall from the main entrance on Harris Ave. However, due to the land contours, the central and west wings are actually two stories tall as seen from the secondary entrance to the site. The building sits in the northwest corner of the site, with a large stand of mature pine trees along the east side of the property. The southern side of the site is occupied by playing fields and a tennis court. The multipurpose field has a softball diamond with backstop and a multi-purpose soccer and field hockey playing area in the outfield. The southwest corner of the site is a wooded wetland which drains through a culvert beneath the railroad embankment to the south.

A bus drop off loop with two handicapped parking spaces and parking lot (44 cars) face Harris Ave. The lower parking lot has space for 66 cars including four handicapped spaces. Therefore the total striped parking on site is 110 spaces. While the 2011 site improvements reduced the parking deficiency on site, it still required a zoning variance, because a school of this size should have additional parking for about 65 cars. The parking facilities included drainage and water quality structures on the south side of the building, but the Harris Ave parking and bus loop remain deficient for drainage and water quality. The Town Engineering Department has studied opportunities for parking and drop off improvements, but determined that these would need to be part of a larger repair/ addition project.

The two main north-south classroom wings and entry corridor frame a paved entrance courtyard facing Harris Ave. These wings also create an interior grassy courtyard on two levels with a small amphitheater. The two N-S classroom wings are connected by a main corridor and media center on the north and an upper level bridge on the south. There are several mature oak trees on the east and south sides of the building, and several mature pine trees on the north side of the school. The interior cafeteria overlooks the enclosed courtyard and students can eat outside in the good weather.

The school has pedestrian sidewalk access from Harris Ave, Dedham Ave and grass pathway access from DeFazio Park. Improvements to these pathways would be required to meet current Massachusetts Architectural Access Board (MAAB) requirements. The site walkways surrounding the building leading from Harris Ave to the playing fields are asphalt and in generally poor condition and also require repair in the long term. The path from the Harris Ave parking lot to the administration wing is not MAAB compliant, and because this is a primary handicapped access pathway, the Town will be making repairs in 2014-5. A concrete bridge adjacent to the service entrance on the west side of the auditorium is blockaded and requires total reconstruction, but timing is yet to be determined.

The School is the only use on this parcel of land.

ADDRESS OF FACILITY: Please type address, including number, street name and city/town, if available, or describe the location of the site. (Maximum of 300 characters)

The Pollard Middle School, 200 Harris Ave, Needham, MA 02492

BUILDING ENVELOPE: Please provide a detailed description of the building envelope, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).

Building Structure: The foundation beneath the original building is uninsulated cast-in-place concrete, with a 4" cast-in-place uninsulated concrete slab on grade. There is minimal rigid insulation isolating the slab from the exterior. The structural frame of the original school included steel WF8 columns and open web steel joists, 5 feet on center. supporting a low-slope 1- 1/2" steel deck roof. The 1968 two-story wing and 1992 addition have a two story steel frame with HSS 6x6 columns supporting 27" steel girders and 16" steel beams and a 1 1/2"metal deck with cast in place concrete floor. The roof is framed with open web steel joists and 1 1/2" metal low-slope deck. The exterior steel frame on the oldest section of the school is generally exposed steel and the roof beams cantilever to form a roof overhang with no thermal break from the interior. Insulated metal soffit panels were added to the 1968 wing to enclose the cantilevered steel beams within the thermal envelope during the 2011 roof repair project. In the interior, 4-inch and 8-inch masonry walls form classroom and corridor partitions depending upon the location within the school. The gymnasiums and the auditorium have long-span 44" deep wide flange girders supporting 24" deep open web steel joists at 4-feet on center with a tectum roof deck system. Any repairs, renovations, additions or changes of occupancy or use to the existing structure would need to conform to contemporary seismic and snow load design criteria.

Building Envelope: The building has an insulated double-pane aluminum window wall system (EFCO type), which was installed in 1992 and is in good condition, but at 20+ years in age, some windows are loosing their seal and require replacement. The end walls and gymnasium walls are constructed of 6" interior CMU block, 2 3/4" airspace and 4" exterior red brick with no insulation. The brick and mortar are generally in good repair. The settlement cracks and water staining that was noted in the 2011 report were repaired as part of the 2011 Green Roof Project, along with the leaking downspouts that caused some of the problems. Exterior wall louvers bring unconditioned outside air into each classroom through the unit ventilators. Some of the upper facade areas of the building have vertical tongue and grove cedar siding with grey stain in good condition. Portions of these walls have fiberglass batt insulation. Solid knee walls beneath the windows in most classrooms have 1-inch asphalt impregnated insulation board adhered to the exterior brick. The floor and wall system insulation is minimal and would not meet contemporary energy codes. These energy code upgrades would likely be triggered in a major renovation project.
All exterior doors have been replaced with red aluminum insulated panel doors, with double-pane insulated vision glass panels with new egress hardware and are in good condition. Exterior stairs leading out of the gym should be replaced or reconstructed to solve water drainage problems that cause occasional flooding. Some of the exterior galvanized metal frame

exit stairs from 1958 have rotted wood railings that require replacement.
The modular classrooms have 4" wood frame walls with painted plasterboard interior, fiberglass-bat insulation, and vinyl horizontal exterior sheathing. The double-pane, double-hung, vinyl clad windows are operable in the modular classroom wing. The skirt around the crawl space beneath the modular classrooms has a cement board finish with Tyvek wrap installed over plywood with pressure-treated wood framing. Egress stairs from this area are made of pressure treated lumber. These eleven year old temporary classrooms have a maximum useful life of about twenty years, therefore demolition and replacement with permanent space would likely be required in any major renovation/ repair project.

Roof: The main building has a built-up asphalt sheeting roof with a white granular finish (Tremco system), with 6" to 8" of sloping insulation installed in 2011 as part of the roof project. The main roof has a minimum average R-value of 25. The white roof helps reflect summer sun and heat to help minimize the interior cooling load. The added insulation has improved the roof envelope to meet or exceed current energy codes. The roof included a twenty year warantee. The four sloped skylight structures over the art rooms were also replaced with translucent fiberglass insulating skylights (Kalwall System). Similar translucent fiberglass insulating clearstory windows were installed on the two roof monitors in the 1958 classroom wing. New roof drains, cap flashing, downspouts and gutters were also installed in 2011. This repair project provided an important upgrade to the energy efficiency of the building. The modular classrooms roof (not upgraded in 2011) is a black single ply EPDM rubber roof membrane with 1-3" of rigid insulation on a plywood deck on composite wood I-beams.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS ? NO
Year of Last Major Repair or Replacement: 1958
Description of Last Major Repair or Replacement:
Original walls. Exterior painting and minor repairs subsequently made, on a periodic basis.

Has there been a Major Repair or Replacement of the ROOF? YES
Year of Last Major Repair or Replacement: 1992
Type Of ROOF: Main building: built-up asphalt sheeting roof with a white granular finish (Tremco system.) Modular classrooms: black single ply EPDM rubber roof membrane.
Description of Last Major Repair or Replacement:
A new asphalt roof on the main building was installed in 2011, as part of an MSBA Green Roof project. New roof drains, cap flashing, downspouts and gutters were also installed in 2011.

Has there been a Major Repair or Replacement of the WINDOWS? YES
Year of Last Major Repair or Replacement: 1994
Type Of WINDOWS: Aluminum awning windows with insulated glass and thermally-broken frames.
Description of Last Major Repair or Replacement:
Double pane energy efficient windows were installed.

MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed description of the current mechanical and electrical systems and any known problems or existing conditions (maximum of 5000 characters).

Mechanical Systems
The building is heated with two pairs of cast iron, sectional type HB Smith hot water boilers. They all are dual fuel boilers that can burn either #2 fuel oil or natural gas. The total capacity of all four boilers is approximately 11,400 MBH. The lower boiler room is rarely used because when operating, the pressure relief valves open due to improper pipe sizing in the original 1992 installation. The fuel system for the #2 oil is supplied by a 15,000-gallon, double-walled underground storage tank (UST.) General heating in the older classrooms is provided through finned-tube radiators in both floor-mount and ceiling-mount locations. Perimeter classrooms get outdoor air and heating from floor-mounted unit ventilators. While there is no central cooling system in place, most classrooms have roof-mounted split systems or window-mounted air-conditioning systems. The building has over 50 rooftop fans, which were installed in the 1990's, to improve indoor air quality throughout the school. The modular classroom wing has twelve gas-fired rooftop heating and cooling units that supply hot and cold air into the modular classroom spaces. A Barber-Coleman Network 8000 Microzone pneumatic DDC control system was installed in 1995 to control all the HVAC systems within the building, including the modular classrooms. This control system is nearing the end of its useful life and should be replaced with an electronically actuated valve system.

Electrical Systems

The building is supplied by two electrical services. The main school service (upgraded in 1999), is a 2000Amp, 208Y/120Volt, 3-phase, 4-wire underground lateral to a transformer located in a vault, below grade. The switchboard is in good condition, with three 225AMP spaces and one 400Amp space for future expansion. The modular classroom service (installed in 2002), is an underground lateral to a pad mounted transformer, is rated 800 Amps at 208Y/120 Volt, 3-phase, 4-wire, and has no spare capacity. The electrical distribution system in the primary technology classrooms was enhanced in 1999, but otherwise is original to the phase of construction. Areas of the 1958 and 1968 building wings have original wiring that is approaching the end of its useful life. The building has an emergency generator rated at 125kVA/100W, at 208Y/120Volt, 3phase, 4-wire. Life safety and emergency egress lighting is illuminated with emergency battery units and LED exit signs.

The fire alarm system is an addressable system manufactured by FCI, and is in good condition.

The school has a public address system, which operates through the phone system. The master clock system functions in only 50% to 70% of the rooms. The telephone system is a Samsung 400 Series system and in poor condition, requiring frequent repairs, and has no capacity for expansion.

The lighting within the classrooms is typically 2'x4', recessed flat prismatic lens type and the fixtures are in good condition. The balance of the lighting consists of 2'x4' and 2'x2' parabolic louvered fixtures. Corridor lighting is generally liner fluorescent fixtures either surface mounted or indirect, wall-slot type light cover. The lighting is functional and in fair to good condition throughout the school.

Plumbing

The building is supplied with a 4" water service line coming to the building from Harris Ave. The water distribution system is contemporary to the phase of the building. The domestic hot water heater located in the front boiler room is a 125-gallon vertical storage tank with dual fuel burners. The hot water heater connects with a mixing valve and circulating pump that maintains a constant water temperature supply to the building. The hot water piping appears to be insulated where exposed in the building.

The cast iron, oakum and lead draining system is original to the phase of construction and therefore, the older sections are approaching the end of their useful life. The plumbing fixtures within the bathrooms also are largely original to the phase of construction, with wall mounted sinks, toilets and urinals. Some fixtures were replaced in 1996 during accessibility upgrades. However, some deficiencies for MAAB compliance and accessibility exist within the bathroom layouts as noted in the 2011 report.

Fire Protection

The building is partially equipped with an automatic sprinkler system added in 1992, and serve those spaces that were added or renovated at that time. The original 1956 building and most of the 1969 addition do not have automatic sprinklers. The modular classrooms have an independent automatic sprinkler system. Many of the larger spaces like the gymnasium and auditorium are lacking coverage. Any major renovation would require adding sprinklers to the rest of the building in order to be compliant with contemporary code.

Has there been a Major Repair or Replacement of the BOILERS? YES
Year of Last Major Repair or Replacement: 1994
Description of Last Major Repair or Replacement:
The boilers were replaced. Boiler #1 was repaired in 2012 and boiler #2 was repaired in 2013. The emergency generator fuel pump was installed in 2003.

Has there been a Major Repair or Replacement of the HVAC SYSTEM ? YES
Year of Last Major Repair or Replacement: 1995
Description of Last Major Repair or Replacement:
In 1995, the HVAC system was updated in the "1969" building and the cafeteria building, and was put on the building management system for remote control. There were modifications to the system in 1999-2000, including exhaust fans and outlets. Rooftop units and exhaust fans were installed in 2006 and replaced in 2011. In 2009, a Rentar fuel catalyst was installed, and the pneumatic devices were replaced with digital controls.

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? YES

Year of Last Major Repair or Replacement: 2009

Description of Last Major Repair or Replacement:

In 2009, the electrical and technology infrastructure was upgraded. The 1998 study found that the service switchboard had been upgraded in the previous 10 years and was in excellent condition. New lighting was installed in 1995. Electrical outlets were installed in 2003, 2004, and 2005. In 2003 a closet was constructed and wired in the rear of the lecture hall to house data and port connections. The cafeteria AV closet was rewired and conduits were installed for data cables. Additional data lines were strung in 2004 and 2005.

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring systems, finishes, ceilings, lighting, etc. (maximum of 5000 characters).

Interior:

The flooring throughout the cafeteria, corridors and classrooms is Vinyl Composite Tile (VCT) and is well maintained and in good condition. The low-pile carpet in the Media Center and administrative offices is in good condition, but only in fair condition in the 1968 classroom wing. Bathroom floors are ceramic tile in good condition, except in sections of the locker room shower, which have de-laminated from the concrete substrate and require replacement. The gymnasium floors are rubber flooring in fair to poor condition. These are scheduled for replacement in 2014-15. The floors in the utility areas are exposed concrete. Kitchen flooring is quarry tile in good condition. The Auditorium stage floor is wood and in good condition.

The wall finish system varies according to the phase of construction, but incorporates similar materials. Classrooms in the 1958 building have a combination of plaster and SGFT walls. Walls in the 1969 wing are a combination of concrete masonry unit (CMU) and sheetrock and are generally in good condition. Some of the corridor walls have hard-wood panels in good to fair condition. Multi-stall bathrooms are typically 20+ years old and in need of upgrades, with poor lighting, bowed ceiling tiles, chipped ceramic mosaic tile, rusting metal partitions, and sink/ counters that are in poor condition.

Most of the classrooms have dropped ceiling metal grid with 2'x4' Acoustic Ceiling Tile (ACT). The ACT in the administration area and a few of the classrooms in the 1958 wing are at a very low height 7'-1/2" above finished floor (AFF), instead of the required 7'-6" AFF. Ceilings in the 1969 wing are in good condition. The kitchen has vinyl coated ceiling tile, which is in good condition. The Media Center/ Library and the main entry hall have exposed painted structural metal deck.

The interior doors throughout the building are typically wood and original to their date of construction. The oldest doors in the 1958 wing are in need of replacement, while the doors in the 1969 wing are in generally good condition.

Many interior stairways have railings that were acceptable at the time of installation, but do not meet all current egress and accessibility requirements.

Technology:

The building has Category 5 cabling to every classroom with many classrooms outfitted with smart boards and computers. There are four computer labs within the building, which function as teaching spaces for technology education. The following areas require upgrade: the Auditorium AV system; wireless access points in the Auditorium, Lecture hall, cafeteria and Gymnasium; projection system in the Lecture Hall; upgrades to the soundfield systems in many classrooms; and technology upgrades in the science labs.

Hazardous Materials:

The Public Facilities Department has an ongoing plan for the assessment and remediation of hazardous materials in the school. Testing confirmed that floor tiles contain asbestos (ACM) and a program of phased remediation and replacement has been in place for the past decade. Asbestos in the hard joint insulation of heating pipes was removed as part of the boiler room upgrades, but ACM's still remain in the utility tunnels. Interior caulking at wall seams is assumed to contain asbestos and PCB's. The exterior and interior window framing and glazing caulking are assumed to contain ACM's and PCB's and will require abatement as a part of repair/ replacement. Other locations assumed to contain asbestos are door framing caulking, unit vent grill caulking, blackboard glue, underground waste water pipes, damproofing on foundation wall, and thru-wall flashing. Tubes within light fixtures, exit signs, switches, and thermostats are assumed to contain Mercury. The painted surfaces are assumed to contain lead. All of these materials would need to be remediated during a comprehensive repair or replacement project.

PROGRAMS and OPERATIONS: Please provide a detailed description of the current programs offered and indicate whether there are program components that cannot be offered due to facility constraints, operational constraints, etc. (maximum of 5000 characters).

The 2011 DWA study identified several deficiencies to core educational science classroom spaces, the Auditorium, Gymnasiums, and Administration area.

The highest priority are the science classrooms, which are below MSBA standards. The existing science classrooms range in size from 539 sf. to 1011 sf., which is well below the current MSBA standard of 1200 sf. These classrooms lack adequate prep rooms and storage space, and the built-in casework and plumbing fixtures are in poor condition. Improvements to these classrooms alone would likely trigger code-required upgrades throughout the building for a complete automatic sprinkler system, handicapped accessibility improvements, seismic design, energy efficiency, as well as infrastructure upgrades to plumbing, fire alarm and electrical systems. The lack of adequate science classrooms and facilities means that Pollard's students are shortchanged and do not receive the type of science instruction expected. Tight spaces, inadequate or missing gas, water, and electrical utilities, crumbling classroom walls, tables, and cabinets mean that teachers take shortcuts and avoid certain experiments and learning opportunities that would otherwise be available in more appropriate space.

Other programmatic deficiencies are found in the Auditorium, which is largely original to its construction in 1958. It is not large enough to accommodate a whole grade for any activity; it can accommodate only one grade at a time. The lighting and sound in the Auditorium is in need of updating/upgrading and is in a constant state of repair.

The gymnasiums lack spectator space and require replacement of the flooring, lighting, sound system and venting systems. The gyms are dark, lighting is generally dull, and there are ongoing heating issues. The walls are lined with paneling that is splintered in some locations and has little nails jutting out, which have caused cuts and scratches to students and teachers. The exposed pipes also present a safety concern, since students engaged in strenuous activity could come into contact with the hard surface, causing injury. The flooring is beginning to tear at the thresholds between the two gyms and at the doorways, creating a trip hazard. The floors in both gyms are beginning to wear thin and they are extremely dirty and marked-up from many years of use. The basketball hoops have not been updated or replaced in over 18 years. The mechanics that raise and lower some of the hoops are no longer working properly; there are many baskets (especially in the Blue Gym) that remain in the way of our volleyball courts, as a result. If these baskets could be replaced with hoops that could be raised and lowered, we would have room for an additional volleyball court in the Blue Gym. The scoreboard in the Green Gym no longer works, and there is no scoreboard in the Blue Gym. The clocks do not work in the gym.

In addition, the school has too few special education meeting spaces. The room, which is currently being used for parent meetings, will be eliminated in the 2013-2014 school year and will be turned into a learning center. With the increasing number of special education parent team meetings, it is essential to have a dedicated conference room space.

The administration offices are located in the northeast corner of the building and lack proper visibility and access from the main entry court. As a result, visitors are required to enter the building via the side door to the Administrative Office. The location of this side door makes it difficult for visitors to identify the main entrance, and doesn't allow school personnel to view visitors as they approach the building. The offices are undersized by approximately 40%, according to current MSBA standards, which call for 2,400 sf of space for 880 students, compared to the current 1,400 sf. The lobby space is used as a work and copy layout space.

The modular classrooms (constructed in 2002) are not designed as permanent, long-term facilities. They are constructed of inexpensive materials, in fast production style construction techniques and are not energy efficient. A long-term solution that provides for permanent classroom space will be required within the next 10 years (expected lifespan for modular classrooms is 20 yrs.)

Finally, consideration should be given to "21st Century Learning" as it relates to the layout of the School. Learning-teaching methods now include technology integration, project-based learning, team-teaching, multidisciplinary collaboration and special education delivery methods. These concepts are not reflected in the current layout and should be incorporated into future space planning.

CORE EDUCATIONAL SPACES: Please provide a detailed description of the Core Educational Spaces within the facility, a description of the number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, and a description of the media center/library (maximum of 5000 characters).

The building was designed for 45 classrooms spaces, which vary approximately from 723 sf. to 907 sf. As enrollment has increased over the years, however, spaces have been converted to accommodate 38 regular education classrooms for core subject delivery and 22 classrooms for elective programs, which include the use of the Lecture Hall, Auditorium and modular classrooms. Presently, there are 10 science rooms and 13 special education classrooms. The science classrooms range in size from 539 sf. to 1011 sf and are smaller than the MSBA guideline of 1200 sf. for science classrooms. Pollard has two gymnasiums, one media center/library and one computer lab. There are 3 rooms have have been converted to computer rooms for students taking Computer Technology and Music Explorations.

Of the 10 science rooms, only seven are true science classrooms with the proper connections for gas lines and drainage for chemicals. The other three rooms, which are converted general classrooms, have only sinks and eye washes. The Pollard School currently is examining classroom conversion options that will allow additional science classroom space to be created for the purpose of accommodating the 75 additional students anticipated for 2013/14.

The Media Center is adequate to accommodate the educational needs of the school. However, both the science rooms and gymnasium are in need of modernization and additional program space.

CAPACITY and UTILIZATION: Please provide a detailed description of the current capacity and utilization of the school facility. If the school is overcrowded, please describe steps taken by the administration to address capacity issues. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters).

The school currently is over-crowded, particularly in the classroom and common space areas. Given the existing cluster configuration (of four Grade 7 clusters and 4.5 Grade 8 clusters) and 831-student population, the average class size is 24-25 students per class. A large number of classrooms are small and cannot accommodate more than 23 to 25 students. Given the projected 73 additional students anticipated for FY14 and the need for additional classroom space, the School is considering raising class size and/or subdividing spaces in the modulars. Additionally, some science classrooms are too small to accommodate the required number of science tables for enrolled students and have non-functioning sinks. The science teachers have been forced to modify the curriculum, particularly science experimentation, due to the facility constraints.

A number of non-traditional classrooms also are in use. For example, due to the lack of music rooms, strings classes are held in the Pollard Lecture Hall, which in turn, has limited the use of the Lecture Hall. The Pollard Auditorium is used for theater arts classes, which are moved on a constant basis to make the Pollard Auditorium available for creative arts presentations or other large class presentations. Given overcrowding in the gyms, the Wellness Department has modified the physical education curriculum to accommodate the number of students and space available. In our current situation, students sit out for approximately 1/3 of their class time. Because there are not enough courts for everyone to play a game at the same time, students have sat on the sidelines to wait their turn. Additionally, Experiential Education is taught in a typical classroom, even though the program requires a large activity space. The smaller classroom space limits what the teacher can do in terms of activities and requires that classes be taken outside, when the weather is warm enough. In addition, the Health Education teacher and the Experiential Education teacher are located in the modulars, while the physical educators are located in the gymnasia. This assignment breaks the department up and limits opportunities for spontaneous ideas to emerge. Finally, given the limited size of the Fitness Center, students are rotated into the space one group at a time to accommodate the number of students. Given the small locker rooms, teachers must supervise students in the gym locker rooms to the best of their abilities and continually remind students about the importance of appropriate behavior.

To accommodate the current student population, the School has implemented split lunches. As a result, the school does not work on a bell system. Thus, teachers must rely on personal clocks for guidance and are required to communicate on the Pollard website if they have let students out late.

Finally, given a lack of guidance and special education spaces, the School is looking at alternative spaces for meeting, office and transition spaces. Additional office space is required in FY14 for Guidance staff, and to house the new transition program, which provides supports for students who are transitioning back into school.

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices, its capital repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including any override or debt exclusion votes that were necessary (maximum of 5000 characters).

The Town implemented a structured preventative maintenance program in 2009. This program provides for the quarterly and/or annual maintenance of HVAC, water heating, plumbing, electrical, and general maintenance systems. The Town also funds an annual facility maintenance capital article to address the needs of smaller repairs such as duct cleaning, asbestos abatement, flooring replacement, and HVAC upgrades.

A chronology of capital repairs to the facility follows:
1993 – Oil tank replaced
1994 - Boilers replaced
1994 - Aluminum awning, double-pane, energy-efficient windows installed
1995 – Science rooms were updated
1995 – HVAC system updated in 1969 Building and Cafeteria; building placed on management system
1996 – The bathrooms doors, toilets, and sinks, were updated to be ADA compliant. ADA access ramps were built.
2002 – Modular units (10 plus bathrooms) were added
2003 – Emergency generator fuel pumps installed
2004 – Domestic hot water piping was moved from under the courtyard to behind the walls and above the ceiling
2006 – Outdoor lighting upgraded
2006 – Rooftop and exhaust fans installed
2009 – Exterior monitoring system installed
2009 – New exterior doors installed
2009 – Complete overhaul of plumbing fixtures
2009 – Rentar fuel catalyst was installed
2009 – Electrical/technology infrastructure upgrade
2011 – Roof Replacement
2012 – Replaced gym partitions
2012 – Motion sensor lighting installed
2012 – Flooring replacement
2013 – Boilers repaired

A Comprehensive Facilities Assessment study was completed in 2011 for the Hillside, Mitchell, and Pollard Schools. The study outlined near-term maintenance and repair projects that are required to address urgent concerns and extend the life of the facility. These improvements have been incorporated into the Town's Capital Improvement Plan (CIP), and receive annual funding through a facility repair article. The study also identified the need for a more comprehensive renovation/addition project to address deficiencies in the core educational spaces and obsolete systems.

Priority 2

Question 1: Please describe the existing conditions that constitute severe overcrowding.

The school currently is over-crowded, particularly classroom and common space areas, such as the Gymnasium.

Given the existing configuration of four Grade 7 clusters and 4.5 Grade 8 clusters and the 831 current student population, the average class size is 24-25 students per class, which exceeds the 22-student design capacity. Additionally, a large number of classrooms are small and cannot accommodate more than 23 to 25 students. The modular classrooms, which were constructed in 2002, also are not designed as long-term, permanent facilities. A long-term solution to replace these modular classrooms with permanent classroom space will be required within the next ten years, since the average lifespan for modular classrooms is 20 years.

The current science classrooms also are severely undersized, relative to MSBA standards. These classrooms range in size from approximately 539 sf to 1011 sf vs. 1200 sf per current MSBA standards. As a result, it is difficult to accommodate enough lab tables for the number of students who are currently enrolled. (This condition will become exacerbated with the additional students projected for 2013-2014.) The science classrooms also do not have adequate prep rooms or storage spaces, and the built-in lab casework and plumbing fixtures are in poor condition.

The gymnasium space is significantly overcrowded. Currently, the Pollard School schedules 3-4 classes of physical education concurrently in the gymnasia. Class sizes range anywhere from 20 – 26 students. As a result, there can be anywhere from 75 - 100 plus students in the gyms during one class period. The gyms are divided into courts for game play i.e., basketball courts, handball courts, volleyball courts and such during typical physical education classes. The number of courts is limited by the space. For example, the School can only create four basketball courts, four handball courts and five volleyball courts within the allotted space. Once students are divided into teams, there are not enough courts for everyone to play at the same time. As a result, students have to sit out and wait their turn to play. In our current situation, students are sitting out for approximately 1/3 of their class time. Additionally, the locker rooms are small and do not safely accommodate the number of students who are scheduled to use them for their physical education classes.

The Fitness Center also is small, although in 'good shape.' It can safely accommodate about 20 students at one time. With classes of 25 plus, it becomes almost impossible to use this space effectively. There also is a need for some aerobic equipment to complement the weight training circuit that currently exists in the Fitness Center.

To accommodate the current student population, the School has implemented split lunches. As a result, Pollard does not work on a bell system. Thus, teachers must rely on personal clocks for guidance and are required to communicate on the Pollard website if they have let students out late.

Additionally, the school lacks a sufficient number of guidance, special education and ELL spaces. The room that is currently used for meetings with special education parents will be eliminated in the 2013-2014 school year, and it will be turned into a learning center. It is essential to have a dedicated conference room space for parent meetings in the future. Additional space also is required in FY14 for Guidance offices and to house the new transition program, which will support students who are transitioning back into school. There is no dedicated ELL space for English Language instruction for our non-English speaking students and the school lacks appropriate space for curriculum meetings and resource materials.

Finally, the administrative spaces are undersized by approximately 40%. The MSBA standard for 880 students (the approximate current enrollment) is 2,400 s.f. The current administrative space is 1,400 s.f. The lack of administrative space is evidenced by the tight quarters that the administrative personnel occupy, and the use of the lobby space as additional work and copy layout space.

Priority 2

Question 2: Please describe the measures the School District has taken to mitigate the problem(s) described above.

To mitigate the need for additional classroom space, including the need for two additional classrooms in FY14, the School will increase class size and will subdivide modular classroom space, for the purpose of creating learning centers for students. The modular classrooms, which were constructed in 2002, also are not designed as long-term, permanent facilities. A long-term solution that provides for additional classroom space will be required within the next ten years, since the average lifespan of modular classrooms is 20 years.

To mitigate deficiencies in the science spaces, the teachers have been required to modify the curriculum, including science experiments. As previously noted, these rooms are undersized, are lacking in adequate prep rooms or storage spaces, and are in poor condition (some have non-working sinks.) Additionally, since there are no additional rooms that can be converted into science classrooms in FY14, the School may collapse two science rooms into one large classroom to accommodate the additional students.

A number of non-traditional classrooms also are in use. For example, due to the lack of music rooms, strings classes are held in the Pollard Lecture Hall, which in turn, has limited the use of the Lecture Hall. The Pollard Auditorium is used for theater arts classes and these classes are moved on a constant basis to make the Pollard Auditorium available for creative arts presentations or other large class presentations. The Library also is used for ELL instruction.

Finally, the limited gymnasium space has required classes to be scheduled concurrently, and for teachers to modify the physical education curriculum. Currently, the Pollard School schedules 3-4 classes of physical education concurrently in the gym space, which constitutes two gyms. Class sizes range anywhere from 20 – 26 students. As a result, there can be anywhere from 75 - 100 plus students in the gyms during one class period. Because there are not enough courts for everyone to play a game at the same time, students sit on the sidelines to wait their turn. Due to the lack of large activity spaces, Experiential Education is taught in a typical classroom, which limits what the teacher can do in terms of activities and requires that classes be taken outside, when the weather is warm enough. In addition, the lack of appropriate physical education office space has resulted in the Health Education teacher and the Experiential Education teacher to be are housed in different areas of the school. The Physical Education teachers are located in the gymnasium, while the Health teacher is located in the modular classrooms. Finally, given the limited size of the Fitness Center, students are rotated into the space one group at a time to accommodate the number of students. Given the small locker rooms, teachers must supervise students in the gym locker rooms to the best of their abilities and continually remind students about the importance of appropriate behavior.

To accommodate the current student population, the School has implemented split lunches. As a result, the school does not work on a bell system. Thus, teachers must rely on personal clocks for guidance and are required to communicate on the Pollard website if they have let students out late.

The School has been unable to fully mitigate the lack of administrative space. Although the lobby has been utilized as additional work space, offices are undersized and there is a lack of conference and meeting spaces. The School also is in need of additional guidance and special education meeting space in FY14.

Priority 2

Question 3: Please provide a detailed explanation of the impact of the problem described in this priority on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

The 2011 DWA study identified several deficiencies to core educational science classroom spaces, the Auditorium, Gymnasiums, and administration area.

To mitigate the lack of appropriate and appropriately-sized classroom space for core curriculum, the Pollard School has been required to increase class size, subdivide existing space and/or modify the existing curriculum, to the detriment of the educational program. Given the lack of additional classrooms, the Pollard School will accommodate the anticipated 73 additional students in FY14, by increasing class size, and subdividing existing modular classroom space, to create learning centers for students. Science teachers have modified the existing curriculum, particularly experiments, to meet the existing facility constraints. As previously noted, the science rooms are undersized, are lacking in adequate prep rooms or storage spaces, and are in poor condition (some have non-working sinks.)

Additionally, non-traditional spaces have been used for specialized instruction, which has limited the educational program in other ways. For example, due to the lack of music rooms, strings classes are held in the Pollard Lecture Hall. As a result, the use of the Lecture Hall is limited. The Pollard Auditorium is used for theater arts classes, which are moved on a constant basis to make the Pollard Auditorium available for creative arts presentations or other large class presentations. ELL instruction, conducted in the Library, often is interrupted by groups using the space or by noise from other students.

The gymnasiums are undersized, which limits physical education activities for students. As noted, Pollard schedules 3-4 classes of physical education concurrently in the gym space, resulting in anywhere from 75 - 100 plus students occupying the gym at one time. Since there are not enough courts for everyone to play a game at the same time, students sit on the sidelines to wait their turn. This goes against the philosophy of the program that all students should remain active for at least 80% of their time in a physical education class. Due to the lack of large activity spaces, Experiential Education is taught in a typical classroom, which limits what the teacher can do in terms of activities and requires that classes be taken outside, when the weather is warm enough. Finally, the small size of the Fitness Center requires that students be rotated in for instruction, and limits the amount of equipment that can be made available. (There is also a need for aerobic equipment to complement the weight training circuit that currently exists in the Fitness Center.)

In addition, the physical limitations of the gymnasia have further limited the educational program. Specifically, there is no space for spectators and the following systems require replacement: flooring, lighting, sound system and venting. The gyms are dark, lighting is generally dull, and the gyms are dark in color and dark in ambiance. There also are ongoing heating issues - either it is too hot or too cold. The walls are lined with paneling, which as splintered in some locations and has little nails jutting out, which have caused cuts and scratches to students and teachers. The exposed pipes also present a safety concern, since students engaged in strenuous activity could come into contact with the hard surface of the pipes, causing injury. The flooring is beginning to tear at the thresholds between the two gyms and at the doorways. Students have tripped from time to time as they walk from one gym into the other. The floors in both gyms are beginning to wear thin in several places, and they are extremely dirty and marked-up from many years of use. The basketball hoops have not been updated or replaced in over 18 years. The mechanics that raise and lower some of the hoops are no longer working properly, and there are many baskets (especially in the Blue Gym) that cannot be raised and lowered. As a result, they remain in the way of our volleyball courts. If they could be replaced with hoops that could be raised and lowered, we would have room for an additional volleyball court in the Blue Gym. The scoreboard in the Green Gym no longer works, and there is no scoreboard in the Blue Gym. The clocks do not work in the gym.

The Pollard Auditorium is not large enough to accommodate a whole grade for any activity. Finally, the lighting and sound systems are sorely in need of updating/upgrading; they are constantly being repaired. The dimly lit and inadequately sized auditorium is limiting. The stage is not handicapped accessible, the carpet is threadbare, exit stairs are in need of repair, the acoustics are quite poor, and the overall design limits programs and learning opportunities.

Finally, consideration also should be given to "21st Century Learning" as it relates to the layout of the Pollard School. Learning-teaching methods have changed over the past 50 years, including technology integration, project-based learning, team-teaching, multidisciplinary collaboration, and special education delivery methods. These concepts should be incorporated into the future space plans.

Please also provide the following:

Cafeteria Seating Capacity: 381
Number of lunch seatings per day: 4
Are modular units currently present on-site and being used for classroom space?: YES
If "YES", indicate the number of years that the modular units have been in use: 13
Number of Modular Units: 10
Classroom count in Modular Units: 10
Seating Capacity of Modular classrooms: 20
What was the original anticipated useful life in years of the modular units when they were installed?: 20
Have non-traditional classroom spaces been converted to be used for classroom space?: YES
If "YES", indicate the number of non-traditional classroom spaces in use: 2
Please provide a description of each non-traditional classroom space, its originally-intended use and how it is currently used (maximum of 1000 characters).:

Due to the lack of music rooms, strings classes are held in the Pollard Lecture Hall, which in turn, has limited the use of the Lecture Hall. The Pollard Auditorium also is used for theater arts classes and is moved on a constant basis to make the Pollard Auditorium available for creative arts presentations or other large class presentations.

Please explain any recent changes to the district's educational program, school assignment polices, grade configurations, class size policy, school closures, changes in administrative space, or any other changes that impact the district's enrollment capacity (maximum of 5000 characters).:

The School District is committed to a K-5, 6-8, and 9-12 educational program and grade configuration. In 2009, consistent with this policy and to provide adequate space for the growing secondary enrollment, the District opened the High Rock School, a sixth grade center designed to meet the needs of new middle school students, who are transitioning from five elementary schools into one middle school building. After completing the sixth grade at High Rock, students continue their middle school experience at the Pollard Middle School, where they attend 7th and 8th Grades before transitioning to Needham High School.

Although the stand-alone 6th Grade Center is a unique component of Needham's middle school model, it has been successfully integrated into the District's overall program and provides a gateway to the middle school experience for our students.

Finally, the School Committee is committed to providing full-day Kindergarten in Needham, through the successful renovation and reconstruction of its two remaining elementary schools. Due to a longstanding lack of space in the elementary schools, Needham has been unable to offer full-day Kindergarten to eligible students. Renovation and/or construction projects at the Hillside and Mitchell schools would ideally incorporate sufficient space to allow full-day Kindergarten in all of the District's schools.

What are the district's current class size policies (maximum of 500 characters)?:

School Committee Policy #IHB specifies that student/teacher ratios should be within the guidelines: 18-22 in Grades K-3, 20-24 in Grades 4-5, and 'reasonable class size' in Grades 6-12. These guidelines are recommendations, however, rather than absolute limits requiring strict, literal adherence.

Priority 7

Question 1: Please provide a detailed description of the programs not currently available due to facility constraints, the state or local requirement for such programs, and the facility limitations precluding the programs from being offered.

As previously noted, facility deficiencies constrain the educational program, primarily in the area of science, school-wide events, physical education and access.

Program offerings ate Pollard are diminished because of the many building and design inefficiencies associated with Pollard. The lack of appropriate space, for example, for engineering and design means that the program is limited in scope and does not accommodate all the aspects of the program intended. Additionally and as previously stated, the science classrooms are undersized and inadequate. Tight spaces, inadequate or missing gas, water, and electrical utilities, crumbling classroom walls, tables, and cabinets mean that teachers take shortcuts and avoid certain experiments and learning opportunities that would otherwise be available in more appropriate space.

Art, science, performing arts, special education, technology, and other programs are unable to expand due to a lack of adequate space. At the middle school level, these programs are essential for students but the school is unable to expand due to the many inefficiencies and inadequacies described. For example, music education is limited to cramped classrooms and the auditorium because the design and spaces do not provide the kind of room, lighting, acoustics, and appropriate space required for a high performing middle school program.

Classroom space is very tight. The school, originally designed with 45 classrooms, requires 38 regular education classrooms and 22 classrooms for elective programs. In addition, the science classrooms are severely undersized, relative to MSBA standards, ranging from 539 sf to 1011 sf vs. 1200 sf per current MSBA standards. As a result, it is difficult to accommodate enough lab tables for the number of students who are currently enrolled. (This condition will become exacerbated with the additional students projected for 2013-2014.) In addition, the classrooms lack adequate electrical outlets for technology (computers and probeware), as well as storage for student work or prep supplies. The built-in lab casework and plumbing fixtures are in poor condition and sinks in many classrooms do not work. Finally, since three of the science classrooms are converted general education classrooms, they lack the proper gas line and chemical drainage hookups. Similarly, the Engineering classrooms (also converted from modified standard size classrooms) are insufficient in size for groups of students to work on projects and the rooms have inadequate space for the storage of materials, equipment and student work. Access to electrical outlets are limited.

There are no dedicated spaces for ELL instruction (which is held in the Library), or to implement a reading program at Pollard. In addition, inadequate curriculum space has limited the ability of the two Curriculum Coordinators to meet with teachers and build a lending library of reference materials. The curriculum suite currently consists of two small offices and a foyer, which is home to the two Curriculum Coordinators, as well as departmental space for meetings with teachers, job-embedded professional development and resource materials.

Similarly, the physical education program is limited by the constraints of the gymnasium spaces. As previously noted, the gyms are not large enough to create enough courts for game play to ensure that all students to play at the same time. This results in students sitting on the sidelines, waiting for a turn to play, for approximately one third of their class time. The curriculum objective of the Wellness Program is for students to remain active for at least 80% of their time in a physical education class. In addition, Experiential Education is taught in a typical classroom, rather than the requisite large activity space, which limits what the teacher can do in terms of activities and requires that classes be taken outside, when the weather is warm enough.

The Pollard Auditorium is not large enough to accommodate a whole grade for any activity. Finally, the lighting and sound systems are sorely in need of updating/upgrading; it is constantly being fixed.

Finally, consideration also should be given to "21st Century Learning" as it relates to the layout of the Pollard School. Learning-teaching methods have changed over the past 50 years, including technology integration, project-based learning, team-teaching,

multidisciplinary collaboration, and special education delivery methods. These concepts should be incorporated into the future space planning.

Outside the building, parking is severely limited; the current zoning requires at least 65 additional spaces for a school of that size. As a result, teachers must park on neighborhood streets and on grassy areas at the school. There are no dedicated visitor spaces.

Priority 7

Question 2: Please describe the measures the district has taken or is planning to take in the immediate future to mitigate the problem(s) described above.

To mitigate the lack of appropriate and appropriately-sized classroom space for core curriculum, the Pollard School has been required to increase class size, and convert/subdivide available space to create the required number of classrooms. Students have been squeezed into science and engineering classrooms, which do not all contain enough tables for enrolled students, or which are too small to conduct a full complement of engineering projects. As a result, science teachers have modified the existing curriculum, particularly experiments, to meet the space and equipment constraints of their classrooms. As previously noted, the science rooms are undersized, are lacking in adequate prep rooms or storage spaces, and are in poor condition (some have non-working sinks.) Similarly, the Engineering teachers have limited the type and scope of student projects to those which can be accomplished within the limited classroom and storage space of the Engineering classrooms.

Additionally, non-traditional spaces have been used for specialized instruction, which has limited the educational program in other ways. For example, due to the lack of music rooms, strings classes are held in the Pollard Lecture Hall. As a result, the use of the Lecture Hall is limited. The Pollard Auditorium is used for theater arts classes, which are moved on a constant basis to make the Pollard Auditorium available for creative arts presentations or other large class presentations. ELL instruction is conducted in the Library, due to lack of dedicated space, where instruction is often interrupted by the activities of other students.

Curriculum instruction and job-embedded professional development has been offered to teachers, but is often provided in too-small spaces, where teachers are confined for day-long events, or across multiple classrooms, where teachers move from one space to another during the day.

During gym class, students are required to 'sit out' for approximately one third of their class time, since there are not enough available courts for all students to play at the same time. As noted above, classes are scheduled concurrently, which results in 75 - 100 plus students occupying the gym at one time. Additionally, due to the lack of a large activity space, Experiential Education is taught in a typical classroom, which limits what the teacher can do in terms of activities students are rotated through the small Fitness Center on a class-by-class basis.

The parking deficiency was only partly mitigated by the recent renovation, which added a number of new spaces. However, the school should have approximately 65 additional spaces to meet zoning requirements. Parents and visitors park on the streets or available grassy areas, to the annoyance of neighbors.

Priority 7

Question 3: Please provide a detailed explanation of the impact of the problem described in this priority on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

As previously noted, the 2011 DWA study identified several deficiencies to core educational science classroom spaces, the Auditorium, Gymnasiums, and Administration area.

To mitigate the lack of appropriate and appropriately-sized classroom space for core curriculum, the Pollard School has been required to increase class size, subdivide existing space and/or modify the existing curriculum, to the detriment of the educational program. Given the lack of additional classrooms, the Pollard School will accommodate the anticipated 73 additional students in FY14, by increasing class size, and subdividing existing modular classroom space, to create learning centers for students. Science teachers have modified the existing curriculum, particularly experiments, to meet the existing facility constraints. Science units are often designed with safety and facility condition in mind, rather than promoting student interest or delivering the middle school science program. Similarly, the Engineering teachers have limited the type and scope of student projects to those which can be accomplished within the limited classroom and storage space of the Engineering classrooms. As enrollment increases, the quality of STEM instruction will be further eroded as more students are squeezed into these spaces or as additional standard classrooms are converted into Science and Engineering rooms.

Additionally, non-traditional spaces have been used for specialized instruction, which has limited the educational program in other ways. For example, due to the lack of music rooms, strings classes are held in the Pollard Lecture Hall. As a result, the use of the Lecture Hall is limited. The Pollard Auditorium is used for theater arts classes and is moved on a constant basis to make the Pollard Auditorium available for creative arts presentations or other large class presentations. The lack of a dedicated space for ELL instruction compromises the type of focused, 1:1 instruction that our non-English speaking students require. Additionally, due to the lack of available space, there is no Reading Program at Pollard.

The gymnasiums are undersized, which has limited the physical education program for students. As noted, Pollard schedules 3 - 4 classes of physical education concurrently in the gym space, resulting in anywhere from 75 - 100 plus students occupying the gym at one time. Since there are not enough courts for everyone to play a game at the same time, students sit on the sidelines to wait their turn. This goes against the philosophy of the program that all students should remain active for at least 80% of their time in a physical education class. Due to the lack of large activity spaces, Experiential Education is taught in a typical classroom, which limits what the teacher can do in terms of activities and requires that classes be taken outside, when the weather is warm enough. In addition, due to the lack of office space, the Physical Education and Health teachers are located in different parts of the school, which breaks up the department and limits opportunities for spontaneous ideas to emerge. Finally, the small size of the Fitness Center requires that students be rotated in for instruction, and limits the amount of equipment that can be made available. (There is also a need for aerobic equipment to complement the weight training circuit that currently exists in the Fitness Center.)

The Pollard Auditorium is not large enough to accommodate a whole grade for any activity. Additionally, the Pollard Auditorium is used for theater arts classes, which are moved on a constant basis to make the Pollard Auditorium available for creative arts presentations or other large class presentations. Finally, the lighting and sound systems are sorely in need of updating/upgrading. They are constantly being fixed.

The inadequate space available for curriculum instruction has compromised the professional development program for teachers. As previously noted, the teachers who participate in professional development workshops either are squeezed into too-small spaces, or rotated through a series of venues, neither of which are conducive to promoting effective teacher learning. Additionally, the limited available space will constrain Needham's plans to increase the number of Coordinators from two to four, to provide instruction in all core academic areas.

Finally, consideration also should be given to "21st Century Learning" as it relates to the layout of the Pollard School. Learning-

teaching methods have changed over the past 50 years, including technology integration, project-based learning, team-teaching, multidisciplinary collaboration, and special education delivery methods. These concepts should be reviewed in relation to the school's educational program and vision in context with the school's existing classroom layout.

Vote

Vote of Municipal Governing Body YES: 1 NO: 0 Date: 3/1/2013

Vote of School Committee YES: 1 NO: 0 Date: 3/1/2013

Vote of Regional School Committee YES: NO: Date:

REQUIRED FORM OF VOTE TO SUBMIT AN SOI

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only. FORM OF VOTE Please use the text below to prepare your City's, Town's or District's required vote(s).

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on _____, the

_____ *[City Council/Board of Aldermen, Board of Selectmen/Equivalent Governing Body/School Committee]* of _____ *[City/Town]*, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest dated _____ for the _____ *[Name of School]* located at _____ *[Address]* which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future

_____

_____

_____

_____

_____

_____; *[Insert a description of the priority(s) checked off on the Statement of Interest Form and a brief description of the deficiency described therein for each priority]*; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

CERTIFICATIONS

The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, the statements and information contained in this statement of Interest and attached hereto are true and accurate and that this Statement of Interest has been prepared under the direction of the district school committee and the undersigned is duly authorized to submit this Statement of Interest to the Massachusetts School Building Authority. The undersigned also hereby acknowledges and agrees to provide the Massachusetts School Building Authority, upon request by the Authority, any additional information relating to this Statement of Interest that may be required by the Authority.

Chief Executive Officer *	**School Committee Chair**	**Superintendent of Schools**
(print name)	(print name)	(print name)
(signature)	(signature)	(signature)
Date	Date	Date

* Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter.

Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 3/19/2013

Agenda Item	Highland Avenue/Needham Street Corridor
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**

The staff of the Boston Region MPO recently completed its evaluation of projects being considered for the federal fiscal years (FFYs) 2014 – 2017. The evaluation criteria are based on the MPOs visions and priorities: system preservation, modernization and efficiency, livability and economic benefit, mobility, environment and climate change, environmental justice, and safety and security. The Highland Avenue/Needham Street corridor received the highest ranking on the list. The Town Manager will recommend that the Board send a letter of support to the MPO for the project and the project ranking.

2.	**VOTE REQUIRED BY BOARD OF SELECTMEN**	**YES**	**NO**

Suggested Motion: That the Board vote to approve and authorize the chairman to sign a letter of support for the MPO evaluation of the Highland Avenue/Needham Street corridor.

3.	**BACK UP INFORMATION ATTACHED**	**YES**	**NO**

a. MPO FFYs 2014 – 2017 TIP Universe of Projects – Draft Evaluation Results
b. Letter to Sean Pfalzer, TIP Manager, CTPS

TOWN OF NEEDHAM

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TOWN MANAGER

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March 19, 2013

Mr. Sean Pfalzer
TIP Manager
Central Transportations Planning Staff
Ten Park Plaza Suite 2150
Boston, MA 02116-3968

Dear Mr. Pfalzer:

Thank you for the opportunity to provide comment on the FFYs 2014-17 Evaluation Ratings recently issued by MPO staff. The Needham Board of Selectmen strongly supports the Highland Avenue/ Needham Street Corridor Project.

The communities of Newton and Needham have been working collaboratively for decades to bring the Highland Avenue/Needham Street corridor project to fruition. Economic development in both communities depends on its immediate reconstruction.

The Town of Needham recently up-zoned the Business Center at Needham Crossing to allow greater height and density. Normandy Real Estate Partners took advantage of this new zoning and received a special permit from the Planning Board which allows 827,000 sq. ft. of new development. One component of that development, the Marriott Residence Inn, is already under construction and is scheduled to open this June.

The Town and the Commonwealth recently approved a Tax Increment Financing Agreement to enable TripAdvisor, LLC to relocate its global headquarters to Needham Crossing. This proposal includes an initial 285,000 sq. ft. of new construction, with the likelihood of an additional 135,000 sq. ft. by 2016. Traffic studies conducted by the Town and by private developers confirm that the 827,000 square foot Normandy development is dependent upon completion of the I95/Route 128 Transportation Improvement ("Add-a-Lane") Project and the planned improvements to the Highland Avenue corridor.

The Highland Avenue/Needham Street corridor project (presently at 25% design completion but public hearings have not yet been held) will have an immediate and obvious impact on the entire regional network, and is imperative from a development perspective. The Town of Needham has taken numerous actions including tax incentives and zoning improvements to unlock the economic development potential in the corridor area, which is sorely needed for the economic recovery of the region and the Commonwealth as a whole.

The commitment of the Commonwealth to reconstruct the corridor and turn the right of way back to the Town is critically needed and overdue. The Board of Selectmen is encouraged by and wholeheartedly supports the priority status of the Highland Avenue/Needham Street project, as evidenced by its having been ranked first on the updated list. Needham stands ready to accept this turnback project once completed.

If you have any questions or need additional information, please contact Kate Fitzpatrick, Town Manager, at 781-455-7500 or kfitzpatrick@needhamma.gov.

Very truly yours,

Daniel P. Matthews, Chairman
Board of Selectmen

cc: Board of Selectmen
Representative Denise Garlick
Senator Richard Ross
Senator Michael Rush
Newton Mayor Seti Warren
Newton CAO Bob Rooney
Kate Fitzpatrick, Town Manager
Lee Newman, Director of Planning and Community Development
Devra Bailin, Director of Economic Development
Richard Merson, Director of Public Works

FFYs 2014-17 TIP Universe of Projects - Draft Evaluation Results

TIP ID	Proponent	Project Name	System Preservation, Modernization and Efficiency (36 points possible)	Improves substandard pavement (up to 6 points)	Improves substandard signal equipment condition (up to 6 points)	Improves traffic signal operations (up to 6 points)	In a Congestion Management Process identified Area (up to 6 points)	Improves intermodal accommodations/connections to transit (up to 6 points)	Implements ITS strategies other than traffic signal operations (up to 6 points)	Livability and Economic Benefit (29 points possible)	Design is consistent with complete streets policies (up to 4 points)	Provides multimodal access to an activity center (up to 3 points)	Reduces auto dependency (up to 8 points)	Project serves a targeted development site (up to 6 points)	Consistent with MetroFuture compact growth strategies (up to 5 points)	Project improves Quality of Life (up to 3 points)	Mobility (25 points possible)	Existing peak hour level of service (LOS) (up to 3 points)	Improves or completes an identified freight movement issue (up to 3 points)	Address proponent identified primary mobility need (up to 3 points)	Addresses MPO identified primary mobility need (up to 3 points)	Project reduces congestion (up to 6 points)	Improves transit reliability (up to 7 points)	Environment and Climate Change (25 points possible)	Air Quality (improves or degrades) (up to 5 points)	CO2 reduction (up to 5 points)	Project is in an EOEEA certified "Green Community" (up to 4 points)	Project reduces VMT/VHT (up to 7 points)	Addresses identified environmental impacts (up to 4 points)	Environmental Justice (10 points possible)	Improves transit for an EJ population (up to 3 points)	Design is consistent with complete streets policies in an EJ area (up to 4 points)	Addresses an MPO identified EJ transportation issue (up to 3 points)	Safety and Security (29 points possible)	Improves emergency response (up to 2 points)	Design effect ability to respond to extreme conditions (up to 6 points)	EPDO/Injury Value (up to 3 points)	Design addresses proponent identified primary safety need (up to 3 points)	Design addresses MPO identified primary safety need (up to 3 points)	Improves freight related safety issue (up to 3 points)	Improves bicycle safety (up to 3 points)	Improves pedestrian safety (up to 3 points)	Improves safety or removes an at grade railroad crossing (up to 3 points)	Total Score (154 points possible)
606635	Newton & Needham	Reconstruction of Highland Avenue, Needham Street & Charles River Bridge, from Webster Street to Route 9	30	6	4	6	6	4	4	15	3	3	1	3	3	2	13	2	2	3	2	4	0	18	5	5	4	2	2	6	1	3	2	20	2	1	3	3	3	3	2	3	0	102
600220	**Beverly**	**Reconstruction & Signal Improvements on Rantoul Street (Route 1A), from Cabot Street (South) to Cabot Street (North)**	28	4	4	6	4	6	4	18	4	3	1	2	5	3	15	2	2	3	3	4	1	18	5	5	4	2	2	0	0	0	0	19	1	2	3	3	3	1	2	3	1	98
606284	**Boston**	**Improvements to Commonwealth Avenue, from Amory Street to Alcorn Street**	28	6	6	6	4	6	0	16	4	3	0	3	3	3	15	2	0	3	3	6	1	9	1	1	4	1	2	8	1	4	3	20	2	2	2	3	3	1	3	3	1	96
606320	Boston	Reconstruction of Causeway Street (Pedestrian & Bicycle Improvements)	32	6	6	4	4	6	6	20	4	3	2	3	5	3	12	0	0	3	3	6	0	6	0	0	4	2	0	7	1	4	2	15	1	1	1	3	3	0	3	3	0	92
605034	Natick	Reconstruction of Route 27 (North Main Street), from North Avenue to the Wayland Town Line	32	4	6	6	6	4	6	16	3	3	1	3	3	3	14	2	0	3	3	6	0	9	1	1	4	2	1	0	0	0	0	15	1	1	1	3	3	1	2	3	0	86
605146	**Salem**	**Reconstruction on Canal Street, from Washington Street & Mill Street to Loring Avenue & Jefferson**	22	4	4	6	2	6	0	16	3	3	2	3	3	2	12	2	0	3	3	4	0	10	1	1	4	2	2	6	1	3	2	19	2	2	3	3	3	1	2	3	0	85
605313	Natick	Bridge Replacement, Route 27 (North Main St.) over Route 9 (Worcester St.) and Interchange Improvements	34	6	6	6	6	4	6	12	3	3	2	0	3	1	15	2	1	3	3	6	0	8	0	0	4	2	2	0	0	0	0	15	0	1	3	3	3	1	1	3	0	84
605110	**Brookline**	**Intersection & Signal Improvements at Route 9 & Village Square (Gateway East)**	30	6	6	6	6	6	0	19	3	3	1	4	5	3	14	3	2	2	2	4	1	10	1	1	4	2	2	0	0	0	0	11	0	0	1	2	2	1	2	3	0	84
029492	**Bedford, Billerica, & Burlington**	**Middlesex Turnpike Improvements, from Crosby Drive North to Manning Road (Phase III)**	28	6	6	6	6	2	2	9	3	3	2	0	0	1	18	3	2	3	3	6	1	13	3	3	4	2	1	3	1	2	0	12	0	0	1	3	3	1	1	3	0	83
604810	**Marlborough**	**Reconstruction of Route 85 (Maple Street)**	16	4	2	6	4	0	0	14	3	3	1	3	1	3	10	0	0	3	3	4	0	18	5	5	4	2	2	6	1	3	2	18	1	3	2	3	3	1	2	3	0	82
605657	**Medway**	**Reconstruction on Route 109, from Holliston Street to 100 Feet West of Highland Street**	28	4	6	6	6	0	6	13	3	2	2	0	3	3	10	2	0	2	2	4	0	16	5	5	4	2	0	0	0	0	0	15	0	0	3	3	3	1	2	3	0	82
606460	Boston	Improvements at Audubon Circle	24	4	4	6	4	6	0	14	3	3	0	3	3	2	11	2	0	2	2	4	1	9	1	1	4	2	1	7	1	3	3	13	0	0	1	3	3	0	3	3	0	76
601553	**Melrose**	**Intersection & Signal Improvement to Lebanon Street, from Lynde Street to Main Street**	26	6	4	6	4	4	2	12	2	2	0	2	3	3	13	2	1	3	2	4	1	11	3	3	4	1	0	0	0	0	0	15	1	1	2	3	3	1	1	3	0	77
605189	Concord	Bruce Freeman Rail Trail, Phase 2C	24	4	4	4	6	6	0	14	2	2	4	3	1	2	10	3	0	3	2	2	0	14	3	3	4	2	2	2	0	2	0	13	0	0	1	3	3	0	3	3	0	77

Projects in bold font are already programmed in FFYs 2014-16 of the TIP. Projects already advertised or programmed in FFY 2013 are not listed.

FFYs 2014-17 TIP Universe of Projects - Draft Evaluation Results

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602261	Walpole (MassDOT)	Reconstruction on Route 1A (Main Street), from the Norwood Town Line to Route 27	28	4	4	6	4	4	6	14	3	3	1	2	2	3	10	2	0	2	2	4	0	6	3	1	0	2	0	6	1	3	2	12	0	0	3	3	3	0	1	2	0	76
604652	**Winchester, Stoneham, & Woburn**	**Tri-Community Bikeway**	20	4	0	4	6	6	0	15	2	2	3	3	3	2	9	2	0	3	2	2	0	17	3	5	4	3	2	0	0	0	0	14	0	0	2	3	3	0	3	3	0	75
605729	**Quincy**	**Intersection & Signal Improvements at Hancock Street & East/West Squantum Streets**	24	4	4	6	4	6	0	11	2	2	0	2	2	3	10	0	0	3	3	4	0	7	1	1	4	1	0	5	1	2	2	17	2	2	2	3	3	1	0	3	1	74
604532	**Acton, Carlisle, & Westford**	**Bruce Freeman Rail Trail, Phase 2A**	24	4	4	4	6	6	0	14	2	2	4	3	1	2	8	2	0	2	2	2	0	10	1	1	4	2	2	2	0	2	0	13	0	0	1	3	3	0	3	3	0	71
604935	Woburn	Reconstruction of Montvale Avenue, from I-93 Interchange to Central Street	26	0	4	6	6	4	6	10	3	3	1	0	1	2	9	0	0	3	2	4	0	8	1	1	4	2	0	0	0	0	0	18	2	1	3	3	3	2	1	3	0	71
601704	Newton	Reconstruction & Signal Improvements on Walnut Street, from Homer Street to Route 9	24	6	4	6	2	6	0	16	3	3	1	4	2	3	8	1	0	2	2	2	1	7	0	0	4	1	2	0	0	0	0	15	0	0	2	3	3	1	3	3	0	70
601513	Saugus (MassDOT)	Interchange Reconstruction at Walnut Street & Route 1 (Phase II)	22	6	6	6	4	0	0	12	3	3	3	0	1	2	15	3	1	3	3	4	1	7	1	1	0	3	2	0	0	0	0	13	1	0	3	3	3	0	1	2	0	69
602077	Lynn	Reconstruction on Route 129 (Lynnfield Street), from Great Woods Road to Wyoma Square	20	4	0	6	6	4	0	8	2	2	0	0	2	2	11	0	0	3	3	4	1	9	3	3	0	1	2	5	1	2	2	16	2	2	2	3	3	1	0	3	0	69
604989	Southborough	Reconstruction of Main Street (Route 30), from Sears Road to Park Street	22	6	6	6	4	0	0	13	3	3	2	0	2	3	12	2	0	3	3	4	0	7	1	1	0	3	2	0	0	0	0	15	1	1	1	3	3	1	2	3	0	69
602310	Danvers	Reconstruction on Collins Street, from Sylvan Street to Centre & Holten Streets	20	6	6	6	2	0	0	13	2	2	2	3	2	2	14	3	1	3	1	6	0	6	1	1	0	2	2	2	0	2	0	13	0	0	1	3	3	1	2	3	0	68
601579	**Wayland**	**Signal & Intersection Improvements at Route 27 (Main Street) and Route 30 (Commonwealth Road)**	24	4	6	4	4	0	6	8	2	2	1	0	2	1	8	2	0	2	0	4	0	12	3	3	4	1	1	0	0	0	0	14	1	1	1	3	3	1	1	3	0	66
604531	Acton & Maynard	Assabet River Rail Trail	16	4	0	0	6	6	0	14	2	2	3	3	2	2	10	3	0	3	2	2	0	13	1	3	4	3	2	0	0	0	0	13	0	0	1	3	3	0	3	3	0	66
604377	Gloucester	Washington Street and Railroad Avenue	12	6	0	0	2	4	0	15	2	2	0	3	5	3	9	2	1	2	2	2	0	8	1	1	4	1	1	4	1	1	2	17	1	2	2	3	3	2	1	3	0	65
604231	Marlborough	Intersection & Signal Improvements on Route 20 (East Main Street/Boston Post Road) at Concord Road	24	4	6	6	6	0	2	4	1	1	0	0	0	2	16	3	1	3	3	6	0	7	1	1	4	0	1	3	0	1	2	10	0	0	1	3	3	0	0	3	0	64

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607258	Quincy	Intersection Improvements at Quincy Avenue & East Howard Street	18	4	0	6	4	2	2	7	2	2	0	0	1	2	8	0	0	2	2	4	0	12	5	3	4	0	0	5	1	2	2	14	1	1	1	3	3	1	0	3	1	64
601705	Reading	Reconstruction of West Street, from Woburn City Line to Summer Ave/Willow Street	24	6	4	6	0	4	4	10	2	2	2	0	1	3	11	1	0	3	3	4	0	6	1	1	0	2	2	0	0	0	0	12	0	0	1	3	3	0	2	3	0	63
601019	**Winchester**	**Signal & Improvements at 4 Locations on Church Street & Route 3 (Cambridge Street)**	18	4	4	6	2	2	0	9	2	2	0	2	1	2	11	3	0	2	2	4	0	17	5	5	4	2	1	0	0	0	0	7	0	0	1	2	0	1	0	3	0	62
604996	Woburn	Bridge Replacement, New Boston Street over MBTA	12	0	0	0	6	6	0	19	2	2	3	6	4	2	11	0	1	3	3	4	0	13	3	3	4	3	0	0	0	0	0	7	0	0	0	0	0	1	2	3	1	62
606117	Boston	Traffic Signal Improvements at 9 Locations	16	0	4	6	2	2	2	11	2	2	0	0	5	2	8	2	0	3	3	0	0	7	1	1	4	1	0	5	1	2	2	13	1	1	1	3	3	1	1	2	0	60
605721	Weymouth	Intersection Improvements at Middle Street, Libbey Industrial Parkway and Tara Drive	20	4	6	6	2	2	0	9	2	2	1	0	2	2	16	3	1	3	3	6	0	4	1	1	0	2	0	0	0	0	0	11	0	0	1	3	3	1	0	3	0	60
600518	Hingham (MassDOT)	Intersection Improvements at Derby Street, Whiting Street (Route 53) and Gardner Street	22	4	6	6	6	0	0	10	2	2	2	0	1	3	13	2	0	3	3	4	1	2	0	0	0	0	2	0	0	0	0	12	0	0	2	3	3	0	1	3	0	59
602000	Weston	Intersection & Signal Improvements at Route 30 (South Ave) & Wellesley Street	18	6	0	6	6	0	0	5	1	1	1	0	0	2	12	2	0	3	3	4	0	12	3	3	4	1	1	0	0	0	0	11	0	0	1	3	3	1	0	3	0	58
606002	Duxbury	Signal Installation at Route 3 (NB & SB) Ramps & Route 3A (Tremont St)	20	0	6	6	2	0	6	4	1	0	1	0	1	1	17	3	2	3	3	6	0	3	1	1	0	1	0	0	0	0	0	13	1	1	1	3	3	1	0	3	0	57
604923	Swampscott	Reconstruction of Humphrey Street and Salem Street	6	4	0	0	0	2	0	17	4	3	1	4	2	3	9	0	0	3	3	2	1	10	1	1	4	2	2	0	0	0	0	15	0	0	2	3	3	1	3	3	0	57
602602	**Hanover (MassDOT)**	**Reconstruction of Washington Street (Route 53) and Related Work From the Route 3 Northbound Ramp to Webster Street (Route 123)**	20	4	0	6	4	0	6	9	2	2	2	0	1	2	11	0	0	3	2	6	0	7	0	1	4	2	0	0	0	0	0	9	0	0	2	2	2	1	1	1	0	56
603739	Wrentham	Construction of I-495/Route 1A Ramps	18	4	2	6	2	0	4	1	0	0	0	0	0	1	15	2	2	3	2	6	0	10	5	5	0	0	0	0	0	0	0	11	0	0	2	3	3	3	0	0	0	55
604697	Marlborough	Reconstruction of Farm Road, from Cook Lane to Route 20 (Boston Post Road)	20	6	4	6	4	0	0	7	1	1	1	0	2	2	6	0	0	2	2	2	0	8	1	1	4	1	1	3	0	1	2	11	0	0	1	3	3	1	0	3	0	55
605857	Norwood	Intersection Improvements at Route 1 & University Avenue/Everett Street	22	6	4	6	4	2	0	8	1	1	1	2	1	2	12	2	0	3	3	4	0	3	1	1	0	1	0	0	0	0	0	9	0	0	2	2	2	0	0	3	0	54
606130	Norwood	Intersection Improvements at Route 1A & Upland Road/Washington Street & Prospect Street/Fulton Street	20	6	6	6	2	0	0	5	2	0	1	0	0	2	10	3	1	3	3	0	0	5	1	1	0	2	1	0	0	0	0	13	0	1	1	3	3	2	0	3	0	53

Projects in bold font are already programmed in FFYs 2014-16 of the TIP. Projects already advertised or programmed in FFY 2013 are not listed.

FFYs 2014-17 TIP Universe of Projects - Draft Evaluation Results

TIP ID	Proponent	Project Name	System Preservation, Modernization and Efficiency (36 points possible)	Improves substandard pavement (up to 6 points)	Improves substandard signal equipment condition (up to 6 points)	Improves traffic signal operations (up to 6 points)	In a Congestion Management Process Identified Area (up to 6 points)	Improves intermodal accommodations/connections to transit (up to 6 points)	Implements ITS strategies other than traffic signal operations (up to 6 points)	Livability and Economic Benefit (29 points possible)	Design is consistent with complete streets policies (up to 4 points)	Provides multimodal access to an activity center (up to 3 points)	Reduces auto dependency (up to 8 points)	Project serves a targeted development site (up to 6 points)	Consistent with MetroFuture compact growth strategies (up to 5 points)	Project improves Quality of Life (up to 3 points)	Mobility (25 points possible)	Existing peak hour level of service (LOS) (up to 3 points)	Improves or completes an identified freight movement issue (up to 3 points)	Address proponent identified primary mobility need (up to 3 points)	Addresses MPO identified primary mobility need (up to 3 points)	Project reduces congestion (up to 6 points)	Improves transit reliability (up to 7 points)	Environment and Climate Change (25 points possible)	Air Quality (improves or degrades) (up to 5 points)	CO2 reduction (up to 5 points)	Project is in an EOEEA certified "Green Community" (up to 4 points)	Project reduces VMT/VHT (up to 7 points)	Addresses identified environmental impacts (up to 4 points)	Environmental Justice (10 points possible)	Improves transit for an EJ population (up to 3 points)	Design is consistent with complete streets policies in an EJ area (up to 4 points)	Addresses an MPO identified EJ transportation issue (up to 3 points)	Safety and Security (29 points possible)	Improves emergency response (up to 2 points)	Design effect ability to respond to extreme conditions (up to 6 points)	EPDO/Injury Value (up to 3 points)	Design addresses proponent identified primary safety need (up to 3 points)	Design addresses MPO identified primary safety need (up to 3 points)	Improves freight related safety issue (up to 3 points)	Improves bicycle safety (up to 3 points)	Improves pedestrian safety (up to 3 points)	Improves safety or removes an at grade railroad crossing (up to 3 points)	Total Score (154 points possible)
606316	Brookline	Pedestrian Bridge Rehabilitation over MBTA off Carlton Street	10	4	0	0	0	6	0	7	2	2	2	0	0	1	8	0	0	3	3	2	0	11	1	1	4	3	2	5	1	2	2	12	0	0	0	3	2	0	3	3	1	53
604638	Danvers & Peabody (MassDOT)	Mainline Improvements on Route 128 (Phase II)	12	6	0	0	6	0	0	1	0	0	0	0	0	1	18	3	2	3	3	6	1	3	1	1	0	0	1	0	0	0	0	13	1	1	3	3	3	2	0	0	0	47
605743	Ipswich	Resurfacing & Related Work on Central & South Main Streets	6	0	0	0	2	4	0	13	2	2	1	3	3	2	8	2	0	2	2	2	0	6	1	1	0	2	2	0	0	0	0	14	1	3	1	1	1	2	2	3	0	47
601359	Franklin	Reconstruction of Pleasant Street, from Main Street to Chestnut Street	12	4	4	4	0	0	0	11	2	2	2	2	1	2	6	0	0	2	2	2	0	4	1	1	0	2	0	0	0	0	0	12	0	0	2	2	2	1	2	3	0	45
601607	Hull	Reconstruction of Atlantic Avenue and Related Work, from Nantasket Avenue to Cohasset Town Line	6	6	0	0	0	0	0	11	2	2	2	0	2	3	2	0	0	0	0	2	0	8	1	1	0	2	4	0	0	0	0	16	1	3	1	3	2	1	2	3	0	43
604811	Marlborough	Reconstruction of Route 20 (East Main Street), from Main Street Easterly to Lincoln Street	6	0	0	0	4	2	0	4	1	1	0	0	0	2	11	3	2	2	2	2	0	7	1	1	4	0	1	3	0	1	2	11	1	1	2	1	1	1	1	3	0	42
603462	**Duxbury (MassDOT)**	**Intersection Improvements at Kingstown Way (Route 53) & Winter Street**	10	4	0	0	4	2	0	4	1	0	1	0	1	1	11	2	2	2	1	4	0	4	1	1	0	1	1	0	0	0	0	11	0	0	1	3	2	1	1	3	0	40
604745	Wrentham	Reconstruction of Taunton Street (Route 152)	6	6	0	0	0	0	0	10	2	2	2	0	2	2	2	0	0	1	1	0	0	4	1	1	0	2	0	0	0	0	0	14	0	1	1	3	3	1	2	3	0	36

FFYs 2014-17 TIP Universe of Projects - Previously Programmed Projects Not Evaluated

TIP ID	Proponent	Project Name	System Preservation, Modernization and Efficiency (36 points possible)	Improves substandard pavement (up to 6 points)	Improves substandard signal equipment condition (up to 6 points)	Improves traffic signal operations (up to 6 points)	In a Congestion Management Process Identified Area (up to 6 points)	Improves intermodal accommodations/connections to transit (up to 6 points)	Implements ITS strategies other than traffic signal operations (up to 6 points)	Livability and Economic Benefit (29 points possible)	Design is consistent with complete streets policies (up to 4 points)	Provides multimodal access to an activity center (up to 3 points)	Reduces auto dependency (up to 8 points)	Project serves a targeted development site (up to 6 points)	Consistent with MetroFuture compact growth strategies (up to 5 points)	Project improves Quality of Life (up to 3 points)	Mobility (25 points possible)	Existing peak hour level of service (LOS) (up to 3 points)	Improves or completes an identified freight movement issue (up to 3 points)	Address proponent identified primary mobility need (up to 3 points)	Addresses MPO identified primary mobility need (up to 3 points)	Project reduces congestion (up to 8 points)	Improves transit reliability (up to 7 points)	Environment and Climate Change (25 points possible)	Air Quality (improves or degrades) (up to 5 points)	CO2 reduction (up to 5 points)	Project is in an EOEEA certified "Green Community" (up to 4 points)	Project reduces VMT/VHT (up to 7 points)	Addresses identified environmental impacts (up to 4 points)	Environmental Justice (10 points possible)	Improves transit for an EJ population (up to 3 points)	Design is consistent with complete streets policies in an EJ area (up to 4 points)	Addresses an MPO identified EJ transportation issue (up to 3 points)	Safety and Security (29 points possible)	Improves emergency response (up to 2 points)	Design effect ability to respond to extreme conditions (up to 6 points)	EPDO/Injury Value (up to 3 points)	Design addresses proponent identified primary safety need (up to 3 points)	Design addresses MPO identified primary safety need (up to 3 points)	Improves freight related safety issue (up to 3 points)	Improves bicycle safety (up to 3 points)	Improves pedestrian safety (up to 3 points)	Improves safety or removes an at grade railroad crossing (up to 3 points)	Total Score (154 points possible)
604761	Boston	Multi-Use Trail Construction (South Bay Harbor) From Ruggles Station to Fort Point Channel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
605789	Boston	Reconstruction of Melnea Cass Boulevard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
606134	Boston	Traffic Signal Improvements on Blue Hill Avenue and Warren Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
602984	Concord & Lincoln	Limited Access Highway Improvements at Route 2 & 2A, Between Crosby's Corner & Bedford Road	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
604655	Marshfield (MassDOT)	Bridge Replacement, Beach Street over the Cut River	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
603711	Needham & Wellesley (MassDOT)	Rehab/Replacement of 6 Bridges on I-95/Route 128 (Add-a-Lane Contract 5)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
N/A	Somerville & Medford	Green Line Extension Project (Phase II), Medford Hillside (College Avenue) to Mystic Valley Parkway/Route 16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
601630	Weymouth (MassDOT)	Reconstruction & Widening on Route 18 (Main Street), from Highland Place to Route 139	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

FFYs 2014-17 TIP Universe of Projects - Projects Not Evaluated

TIP ID	Proponent	Project Name	System Preservation, Modernization and Efficiency (36 points possible)	Improves substandard pavement (up to 6 points)	Improves substandard signal equipment condition (up to 6 points)	Improves traffic signal operations (up to 6 points)	In a Congestion Management Process Identified Area (up to 6 points)	Improves intermodal accommodations/connections to transit (up to 6 points)	Implements ITS strategies other than traffic signal operations (up to 6 points)	**Livability and Economic Benefit (29 points possible)**	Design is consistent with complete streets policies (up to 4 points)	Provides multimodal access to an activity center (up to 3 points)	Reduces auto dependency (up to 8 points)	Project serves a targeted development site (up to 6 points)	Consistent with MetroFuture compact growth strategies (up to 5 points)	Project improves Quality of Life (up to 3 points)	**Mobility (25 points possible)**	Existing peak hour level of service (LOS) (up to 3 points)	Improves or completes an identified freight movement issue (up to 3 points)	Address proponent identified primary mobility need (up to 3 points)	Addresses MPO identified primary mobility need (up to 3 points)	Project reduces congestion (up to 6 points)	Improves transit reliability (up to 7 points)	**Environment and Climate Change (25 points possible)**	Air Quality (improves or degrades) (up to 5 points)	CO2 reduction (up to 5 points)	Project is in an EOEEA certified "Green Community" (up to 4 points)	Project reduces VMT/VHT (up to 7 points)	Addresses identified environmental impacts (up to 4 points)	**Environmental Justice (10 points possible)**	Improves transit for an EJ population (up to 3 points)	Design is consistent with complete streets policies in an EJ area (up to 4 points)	Addresses an MPO identified EJ transportation issue (up to 3 points)	**Safety and Security (29 points possible)**	Improves emergency response (up to 2 points)	Design effect ability to respond to extreme conditions (up to 6 points)	EPDO/Injury Value (up to 3 points)	Design addresses proponent identified primary safety need (up to 3 points)	Design addresses MPO identified primary safety need (up to 3 points)	Improves freight related safety issue (up to 3 points)	Improves bicycle safety (up to 3 points)	Improves pedestrian safety (up to 3 points)	Improves safety or removes an at grade railroad crossing (up to 3 points)	**Total Score (154 points possible)**
604123	Ashland	Reconstruction on Route 126 (Pond Street), from the Framingham T.L. to the Holliston T.L.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
604369	Beverly	Reconstruction & Improvements on Route 128 (Interchange 19) at Brimbal Avenue, Sohier Road, Dunham Road, Otis Road	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
601274	Boston	Reconstruction of Tremont Street, from Court Street to Boylston Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
053001	Boston	Northern Avenue Connector Roads (Phase 1)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
606226	Boston	Reconstruction of Rutherford Avenue, from City Square to Sullivan Square	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
606453	Boston	Improvements on Boylston Street, from Intersection of Brookline Avenue & Park Drive to Ipswich Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
900	Canton	East-West Connector, between Pleasant St. & Route 138	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
603863	Canton	Reconstruction on Route 138, from I-93 to Dan Road	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
87790	Canton, Dedham, Norwood & Westwood (MassDOT)	Interchange Improvements at I-95/I-93 (University Avenue, Dedham Street)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
606146	Canton, Norwood & Westwood	Ramp Construction on I-95 (NB) & Improvements on Dedham Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1063	Chelsea	Beacham and Williams Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1443	Chelsea	Broadway Reconstruction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
953	Chelsea	Spruce Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1441	Concord	Route 62 (Main St) Phase 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1450	Concord	Route 117 (Fitchburg Turnpike)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
602091	Concord	Improvements & Upgrades to Concord Rotary (Routes 2/2A/119)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

FFYs 2014-17 TIP Universe of Projects - Projects Not Evaluated

TIP ID	Proponent	Project Name	System Preservation, Modernization and Efficiency (36 points possible)	Improves substandard pavement (up to 6 points)	Improves substandard signal equipment condition (up to 6 points)	Improves traffic signal operations (up to 6 points)	In a Congestion Management Process Identified Area (up to 6 points)	Improves intermodal accommodations/connections to transit (up to 6 points)	Implements ITS strategies other than traffic signal operations (up to 6 points)	Livability and Economic Benefit (29 points possible)	Design is consistent with complete streets policies (up to 4 points)	Provides multimodal access to an activity center (up to 3 points)	Reduces auto dependency (up to 8 points)	Project serves a targeted development site (up to 6 points)	Consistent with MetroFuture compact growth strategies (up to 5 points)	Project improves Quality of Life (up to 3 points)	Mobility (25 points possible)	Existing peak hour level of service (LOS) (up to 3 points)	Improves or completes an identified freight movement issue (up to 3 points)	Address proponent identified primary mobility need (up to 3 points)	Addresses MPO identified primary mobility need (up to 3 points)	Project reduces congestion (up to 6 points)	Improves transit reliability (up to 7 points)	Environment and Climate Change (25 points possible)	Air Quality (improves or degrades) (up to 5 points)	CO2 reduction (up to 5 points)	Project is in an EOEEA certified "Green Community" (up to 4 points)	Project reduces VMT/VHT (up to 7 points)	Addresses identified environmental impacts (up to 4 points)	Environmental Justice (10 points possible)	Improves transit for an EJ population (up to 3 points)	Design is consistent with complete streets policies in an EJ area (up to 4 points)	Addresses an MPO identified EJ transportation issue (up to 3 points)	Safety and Security (29 points possible)	Improves emergency response (up to 2 points)	Design effect ability to respond to extreme conditions (up to 6 points)	EPDO/Injury Value (up to 3 points)	Design addresses proponent identified primary safety need (up to 3 points)	Design addresses MPO identified primary safety need (up to 3 points)	Improves freight related safety issue (up to 3 points)	Improves bicycle safety (up to 3 points)	Improves pedestrian safety (up to 3 points)	Improves safety or removes an at grade railroad crossing (up to 3 points)	Total Score (154 points possible)
606223	Concord, Acton	Bruce Freeman Rail Trail Construction, Phase II-B	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
600650	Duxbury	Route 3A (Tremont Street) Bridge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
942	Duxbury	Intersection Improvements at Route 3A and Route 139	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1313	Everett	Bike to the Sea/ Northern Strand Community Trail	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
649	Everett & Malden	TeleCom Boulevard, Phase 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
955	Framingham	Route 126 (Route 9 to Lincoln Street)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
602038	Framingham	Edgell Road Corridor Project	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
606109	Framingham	Intersection Improvements at Route 126/135/MBTA & CSX Railroad	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1546	Hingham	Derby Street Corridor Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
602260	Holbrook	Abington Avenue-Plymouth Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
606501	Holbrook	Reconstruction of Union Street (Route 139), from Linfield Street to Centre Street/Water Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
607255	Holbrook	Intersection Improvements and Related Work at Weymouth Street/Pine Street/Sycamore Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
602929	Holliston	Multi-Use Trail Construction on a Section of the Upper Charles Trail (2 Miles of Proposed 27 Miles)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1006	Hopkinton	School Street/W. Main Street Intersections	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
606043	Hopkinton	Signal & Intersection Improvements on Route 135	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1047	Hudson	South Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1488	Hudson	Lincoln St. at Cox St. and Packard St.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
601906	Hudson (MassDOT)	Bridge Replacement, Cox Street over the Assabet River	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
603345	Hudson & Marlborough (MassDOT)	Reconstruction on Routes I-290 & 495 and Bridge Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1139	Hudson & Stow	Assabet River Rail Trail (through Stow)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Projects in bold font are already programmed in FFYs 2014-16 of the TIP. Projects already advertised or programmed in FFY 2013 are not listed.

FFYs 2014-17 TIP Universe of Projects - Projects Not Evaluated

TIP ID	Proponent	Project Name	System Preservation, Modernization and Efficiency (36 points possible)	Improves substandard pavement (up to 6 points)	Improves substandard signal equipment condition (up to 6 points)	Improves traffic signal operations (up to 6 points)	In a Congestion Management Process Identified Area (up to 6 points)	Improves intermodal accommodations/connections to transit (up to 6 points)	Implements ITS strategies other than traffic signal operations (up to 6 points)	Livability and Economic Benefit (29 points possible)	Design is consistent with complete streets policies (up to 4 points)	Provides multimodal access to an activity center (up to 3 points)	Reduces auto dependency (up to 8 points)	Project serves a targeted development site (up to 6 points)	Consistent with MetroFuture compact growth strategies (up to 5 points)	Project improves Quality of Life (up to 3 points)	Mobility (25 points possible)	Existing peak hour level of service (LOS) (up to 3 points)	Improves or completes an identified freight movement issue (up to 3 points)	Address proponent identified primary mobility need (up to 3 points)	Addresses MPO identified primary mobility need (up to 3 points)	Project reduces congestion (up to 6 points)	Improves transit reliability (up to 7 points)	Environment and Climate Change (25 points possible)	Air Quality (improves or degrades) (up to 5 points)	CO2 reduction (up to 5 points)	Project is in an EOEEA certified "Green Community" (up to 4 points)	Project reduces VMT/VHT (up to 7 points)	Addresses identified environmental impacts (up to 4 points)	Environmental Justice (10 points possible)	Improves transit for an EJ population (up to 3 points)	Design is consistent with complete streets policies in an EJ area (up to 4 points)	Addresses an MPO identified EJ transportation issue (up to 3 points)	Safety and Security (29 points possible)	Improves emergency response (up to 2 points)	Design effect ability to respond to extreme conditions (up to 6 points)	EPDO/Injury Value (up to 3 points)	Design addresses proponent identified primary safety need (up to 3 points)	Design addresses MPO identified primary safety need (up to 3 points)	Improves freight related safety issue (up to 3 points)	Improves bicycle safety (up to 3 points)	Improves pedestrian safety (up to 3 points)	Improves safety or removes an at grade railroad crossing (up to 3 points)	Total Score (154 points possible)
1141	Lexington	West Lexington Greenway	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1157	Lexington	East Mass Ave Intersections	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
604619	Lexington	Route 4/225 (Bedford Street) and Hartwell Avenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1319	Lynn	Route 129 (Boston St./Washington St.)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1320	Lynn	Route 1 (Copeland Circle, Fox Hill Bridge)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1321	Lynn	Route 1A Lynnway at Blossom Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1322	Lynn	Route 1A Lynnway intersection at Market St.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1323	Lynn	Route 1A Lynn (GE Bridge Nahant Rotary)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1324	Lynn	Blue Line Extension (Wonderland Connection)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1454	Lynn	Route 1 South (Jug handle lights at Goodwin Circle)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
601138	Lynn	Traffic Signals at 4 Locations (Contract E)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
602081	Lynn	Route 107 (Western Avenue)/ Eastern Avenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
602093	Lynn	Route 107 (Western Avenue)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
943	Lynn	Broad Street/Lewis Street /Route 129	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
944	Lynn	Boston Street - Hamilton Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
374	Lynn	Lynn Garage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
351	Lynn, Malden, Revere & Saugus	Bike to the Sea, Phase 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1454	Lynnfield, Lynn & Peabody	Route 1 South (Jug handle lights at Goodwin Circle)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
605012	Malden, Revere & Saugus (MassDOT)	Reconstruction & Widening on Route 1, from Route 60 to Route 99	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
605664	Marshfield (MassDOT)	Resurfacing & Related Work on Route 3A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1458	Medford	Mystic River Linear Park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1146	Medford	Medford Square Parking	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1455	Medford	Medford Square Phase 2 Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Projects in bold font are already programmed in FFYs 2014-16 of the TIP. Projects already advertised or programmed in FFY 2013 are not listed.

FFYs 2014-17 TIP Universe of Projects - Projects Not Evaluated

TIP ID	Proponent	Project Name	System Preservation, Modernization and Efficiency (36 points possible)	Improves substandard pavement (up to 6 points)	Improves substandard signal equipment condition (up to 6 points)	Improves traffic signal operations (up to 6 points)	In a Congestion Management Process Identified Area (up to 6 points)	Improves intermodal accommodations/connections to transit (up to 6 points)	Implements ITS strategies other than traffic signal operations (up to 6 points)	Livability and Economic Benefit (29 points possible)	Design is consistent with complete streets policies (up to 4 points)	Provides multimodal access to an activity center (up to 3 points)	Reduces auto dependency (up to 8 points)	Project serves a targeted development site (up to 6 points)	Consistent with MetroFuture compact growth strategies (up to 5 points)	Project improves Quality of Life (up to 3 points)	Mobility (25 points possible)	Existing peak hour level of service (LOS) (up to 3 points)	Improves or completes an identified freight movement issue (up to 3 points)	Address proponent identified primary mobility need (up to 3 points)	Addresses MPO identified primary mobility need (up to 3 points)	Project reduces congestion (up to 6 points)	Improves transit reliability (up to 7 points)	Environment and Climate Change (25 points possible)	Air Quality (improves or degrades) (up to 5 points)	CO2 reduction (up to 5 points)	Project is in an EOEEA certified "Green Community" (up to 4 points)	Project reduces VMT/VHT (up to 7 points)	Addresses identified environmental impacts (up to 4 points)	Environmental Justice (10 points possible)	Improves transit for an EJ population (up to 3 points)	Design is consistent with complete streets policies in an EJ area (up to 4 points)	Addresses an MPO identified EJ transportation issue (up to 3 points)	Safety and Security (29 points possible)	Improves emergency response (up to 2 points)	Design effect ability to respond to extreme conditions (up to 6 points)	EPDO/Injury Value (up to 3 points)	Design addresses proponent identified primary safety need (up to 3 points)	Design addresses MPO identified primary safety need (up to 3 points)	Improves freight related safety issue (up to 3 points)	Improves bicycle safety (up to 3 points)	Improves pedestrian safety (up to 3 points)	Improves safety or removes an at grade railroad crossing (up to 3 points)	Total Score (154 points possible)
1456	Medford	Medford Square Water Taxi Landing and related Park Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1457	Medford	Medford Square Transit Center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1167	Medway	Route 109 (Milford Street)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
602134	Medway	Resurfacing & Related Work on a Section of Village Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
601551	Melrose	Intersection & Signal Improvements at Main Street & Essex Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
967	Milford	Veteran's Memorial Drive/Alternate Route	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
602364	Millis	Reconstruction of Village Street, from Main Street (Route 109) to the Medway Town Line	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1066	Natick	Cochituate Rail Trail, Phase Two	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
607312	Natick	Superstructure Replacement, Marion Street over MBTA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1067	Newton	Washington St., Phase 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
600932	Newton	Reconstruction on Route 30 (Commonwealth Avenue), from Weston Town Line to Auburn Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1451	Quincy	Quincy Center Multimodal MBTA Station	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
005399	Salem	Reconstruction of Bridge Street, from Flint Street to Washington Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1311	Salem	Canal Street Bikeway	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
600986	Salem	Boston Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1461	Somerville	Community Path (Phase 3) - Lowell to Lechmere	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
600831	Somerville (MassDOT)	I-93 Mystic Avenue Interchange (Design and Study)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1064	Southborough	Cordaville Road/Route 85 Rehabilitation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1037	Sudbury	Route 20/Horsepond Road	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1069	Sudbury	Route 20/Wayside Inn Road	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1164	Sudbury	Bruce Freeman Rail Trail, Phase 2D	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1305	Sudbury	Bruce Freeman Rail Trail, Phase 2E	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

FFYs 2014-17 TIP Universe of Projects - Projects Not Evaluated

TIP ID	Proponent	Project Name	**System Preservation, Modernization and Efficiency (36 points possible)**	Improves substandard pavement (up to 6 points)	Improves substandard signal equipment condition (up to 6 points)	Improves traffic signal operations (up to 6 points)	In a Congestion Management Process Identified Area (up to 6 points)	Improves intermodal accommodations/connections to transit (up to 6 points)	Implements ITS strategies other than traffic signal operations (up to 6 points)	**Livability and Economic Benefit (29 points possible)**	Design is consistent with complete streets policies (up to 4 points)	Provides multimodal access to an activity center (up to 3 points)	Reduces auto dependency (up to 8 points)	Project serves a targeted development site (up to 6 points)	Consistent with MetroFuture compact growth strategies (up to 5 points)	Project improves Quality of Life (up to 3 points)	**Mobility (25 points possible)**	Existing peak hour level of service (LOS) (up to 3 points)	Improves or completes an identified freight movement issue (up to 3 points)	Address proponent identified primary mobility need (up to 3 points)	Addresses MPO identified primary mobility need (up to 3 points)	Project reduces congestion (up to 6 points)	Improves transit reliability (up to 7 points)	**Environment and Climate Change (25 points possible)**	Air Quality (improves or degrades) (up to 5 points)	CO2 reduction (up to 5 points)	Project is in an EOEEA certified "Green Community" (up to 4 points)	Project reduces VMT/VHT (up to 7 points)	Addresses identified environmental impacts (up to 4 points)	**Environmental Justice (10 points possible)**	Improves transit for an EJ population (up to 3 points)	Design is consistent with complete streets policies in an EJ area (up to 4 points)	Addresses an MPO identified EJ transportation issue (up to 3 points)	**Safety and Security (29 points possible)**	Improves emergency response (up to 2 points)	Design effect ability to respond to extreme conditions (up to 6 points)	EPDO/Injury Value (up to 3 points)	Design addresses proponent identified primary safety need (up to 3 points)	Design addresses MPO identified primary safety need (up to 3 points)	Improves freight related safety issue (up to 3 points)	Improves bicycle safety (up to 3 points)	Improves pedestrian safety (up to 3 points)	Improves safety or removes an at grade railroad crossing (up to 3 points)	**Total Score (154 points possible)**
971	Sudbury	Old Sudbury Road (Route 27)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
607249	Sudbury	Route 20/Landham Road Intersection	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
997	Walpole	Coney Street Interchange with Route 95	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1151	Walpole	Walpole Central Business District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1152	Walpole	Elm St Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
600671	Walpole (MassDOT)	Reconstruction of Route 1A, from Common Street to the Norfolk Town Line	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1153	Woburn	Woburn Loop Bikeway Project	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1449	Woburn	Route 38 (Main St.) Traffic Lights	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
950	Woburn	South Bedford Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 3/19/2013

Agenda Item	Mixed Use 128 Zoning Proposal
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**		
The Town Manager will recommend that the Board forward a letter to the Planning Board in support of the proposal to amend the zoning for the Mixed Use 128 Zoning District.			
2.	**VOTE REQUIRED BY BOARD OF SELECTMEN**	**YES**	**NO**
Suggested Motion: That the Board endorse a letter to the Planning Board in support of the proposal to amend the Zoning By-law for the Mixed Use 128 District under Article 23.			
3.	**BACK UP INFORMATION ATTACHED**	**YES**	**NO**
a. Letter to the Planning Board dated March 19, 2013			

TOWN OF NEEDHAM

TOWN HALL
1471 Highland Avenue
Needham, MA 02492-2669

Office of the
TOWN MANAGER

TEL: (781) 455-7500
FAX: (781) 453-2522
TDD: (781) 455-7558

TO:	Planning Board
FROM:	Board of Selectmen
CC:	Lee Newman, Director of Planning and Community Development
	Devra Bailin, Director of Economic Development
DATE:	March 19, 2013
RE:	Annual Town Meeting Warrant Article 23 – Mixed Use 128

The Board of Selectmen has reviewed the recommendation of the Council of Economic Advisors relative to the proposed Mixed Use 128 By-law amendment, and fully supports their position. The Board is committed to continuing the momentum of zoning improvements taken by the Town to jump start economic development.

As noted by the CEA in its letter to the Planning Board, the Mixed Use-128 Zoning District is sorely in need of revitalization. It is evident that the measures suggested and adopted with regard to the NEBC have in fact resulted in the first real development the Town of Needham has seen in the commercial sector in years. The proposed By-law amendment would mirror those dimensional changes already adopted on the other side of Highland Avenue.

We understand that the Planning Department has not yet completed its study of the Residential Overlay and thus this portion cannot move forward at this time. We agree with the CEA that the dimensional zoning changes stand on their own, and we support the proposed changes.

We concur with the notion that, because of the number of small lots and multiplicity of small ownerships, absent the proposed changes, comprehensive development in the area will be slow to non-existent.

For these reasons, we urge your support of Article 23 in the Annual Town Meeting Warrant.

Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET

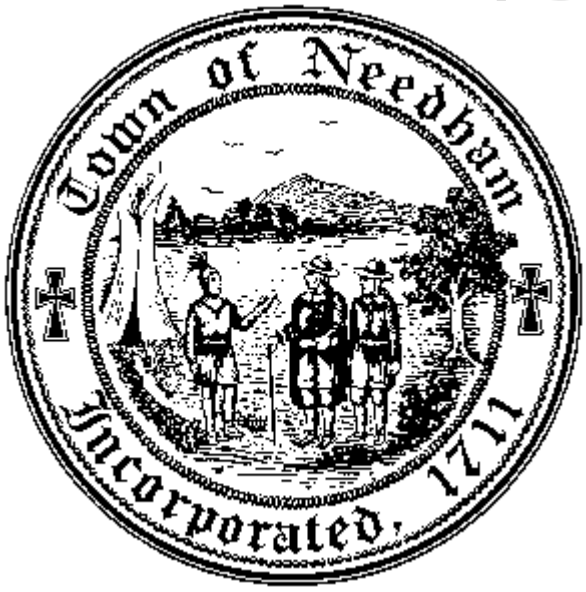
MEETING DATE: 3/19/2013

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

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**		
The Board will open the warrant for the May 13, 2013 Special Town Meeting. The Warrant is scheduled to be closed on April 10th.			
2.	**VOTE REQUIRED BY BOARD OF SELECTMEN**	**YES**	**NO**
Suggested Motion: That the Board vote to call for a Special Town Meeting and open the warrant for the meeting to be held on May 13, 2013 at the Needham Town Hall.			
3.	**BACK UP INFORMATION ATTACHED**	**YES**	**NO**
a. Preliminary Draft Warrant			

SPECIAL TOWN MEETING

WARRANT



TOWN OF NEEDHAM

MONDAY, MAY 13, 2013

7:30 P. M.
JAMES HUGH POWERS HALL, NEEDHAM TOWN HALL

1471 HIGHLAND AVENUE **NEEDHAM**

DRAFT 3.15.13

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

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COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

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

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

MONDAY, THE THIRTEENTH DAY OF MAY, 2013

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

ARTICLE X APPROPRIATE FOR TREE INVETORY GRANT MATCHING FUNDS

To see if the Town will vote to raise and/or transfer and appropriate the sum of $30,000 as matching funds for an Urban Forestry Grant to create a tree inventory, said sum to be spent under the direction of the Town Manager and transferred from available funds; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X APPROPRIATE FOR WASTE CONTAINERS

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

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X AMEND THE FY2013 OPERATING BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2013 Operating Budget

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adopted under Article 10 of the May 2012 Annual Town Meeting and amended under Article 4 of the October 29, 2012/November 13, 2012 Special Town Meeting, by deleting the amounts of money appropriated under some of the line items and appropriating new amounts as follows:

Line Item	Appropriation	Changing From:	Changing To:
3	Group Health Insurance & Benefits		
4	Retiree Insurance & Insurance Liability Fund		
10	Reserve Fund		

or take any other action relative thereto.

INSERTED BY: Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X AMEND GENERAL BY-LAW TYPE AND LENGTH OF CONTRACTS

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

"Software License and/or Maintenance Agreements 10"

or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE

INSERTED BY:
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

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ARTICLE

INSERTED BY:
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

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

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

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

DANIEL P. MATTHEWS
JOHN A. BULIAN
MAURICE P. HANDEL
MATTHEW D. BORRELLI

Selectmen of Needham

A TRUE COPY
Attest:
Constable:

DRAFT 3.15.13

Town Clerk's Office
Needham, MA 02492

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

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ATTN: SPECIAL TOWN MEETING WARRANT

Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 3/19/2013

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

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**		
The Town Manager will update the Board on articles for the May 2013 Annual Town Meeting Warrant.			
2.	**VOTE REQUIRED BY BOARD OF SELECTMEN**	**YES**	**NO**
Suggested Motion: That the Board vote to accept the revised Annual Town Meeting Warrant dated March 15, 2013.			
3.	**BACK UP INFORMATION ATTACHED**	**YES**	**NO**
a. Draft Annual Town Meeting Warrant dated March 15, 2013			

TOWN OF NEEDHAM

MASSACHUSETTS

2013 Annual Town Meeting Warrant

DRAFT 2013

Election: Tuesday, April 9, 2013

Business Meeting at 7:30 p.m. on Monday, May 6, 2013

At the James Hugh Powers Hall, Needham Town Hall

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

Article	Description	Inserted By	Page
1	Annual Town Election		
2	Committee and Officer Reports	Board of Selectmen	
	HUMAN RESOURCES ARTICLES		
3	Establish Elected Officials' Salaries	Personnel Board	
	FINANCE ARTICLES		
4	Accept Chapter 73, Section 4 of the Acts of 1986	Board of Selectmen	
5	Appropriate for Needham Property Tax Assistance Program	Board of Selectmen	
6	Appropriate for Facility Master Plan Study	Board of Selectmen	
7	Appropriate for Warner Field Renovation	Board of Selectmen	
8	Appropriate for LED Conversion	Board of Selectmen	
9	Appropriate the FY2014 Operating Budget	Board of Selectmen & Finance Committee	
10	Appropriate the FY2014 RTS Enterprise Fund Budget	Board of Selectmen & Finance Committee	
11	Appropriate the FY2014 Sewer Enterprise Fund Budget	Board of Selectmen & Finance Committee	
12	Appropriate the FY2014 Water Enterprise Fund Budget	Board of Selectmen & Finance Committee	
13	Continue Departmental Revolving Funds	Board of Selectmen	
14	Establish Revolving Fund – Facility Activity Use	Board of Selectmen	
15	Authorization to Expend State Funds for Public Ways	Board of Selectmen	
	ZONING / LAND USE ARTICLES		
16	Betterment Street Acceptance – Booth Street	Board of Selectmen	
17	Extinguish Sewer Easement – Dale Street	Board of Selectmen	
18	Amend Zoning By-Law – Interim Regulations For Medical Marijuana Uses	Board of Selectmen	
19	Amend Zoning By-Law - Dimensional Regulations	Planning Board	
20	Amend Zoning By-Law – Lot Width Definition/Management	Planning Board	
21	Amend Zoning By-Law – Definitions	Planning Board	
22	Amend Zoning By-Law – Dimensional Controls for Exempt Uses	Planning Board	
23	Amend Zoning By-Law – Dimensional Regulations for Mixed Use 128	Planning Board	
	GENERAL ARTICLES / CITIZENS' PETITIONS / COMMITTEE ARTICLES		
24	Amend General By-Law – Marijuana Consumption on Public Property	Board of Selectmen	
25	Amend General By-Law – Alcoholic Beverages on Public Property	Board of Selectmen	
26	Amend General By-Law – Type and Length of Contracts	Board of Selectmen	

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Article	Description	Inserted By	Page
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28	Amend General By-Law – Sign By-Law	Board of Selectmen	
29	Authorize Lease of Rail Corridor	Board of Selectmen	
30	Re-determine Sewer Betterment Rate	Board of Selectmen	
	COMMUNITY PRESERVATION ACT ARTICLES		
31	Appropriate for Community Housing Specialist	Community Preservation Committee	
32	Appropriate for Open Space and Recreation Plan	Community Preservation Committee	
33	Appropriate for Trail Design for Reservoir ADA Trail and Ridge Hill Loop	Community Preservation Committee	
34	Appropriate for Newman Fields and Eastman Conservation Area Design	Community Preservation Committee	
35	Appropriate for Newman Preschool Playground Surfacing	Community Preservation Committee	
36	Appropriate for Mills Field Park Design	Community Preservation Committee	
37	Appropriate for Needham Community Farm Soil Quality Improvements	Community Preservation Committee	
38	Appropriate to Community Preservation Fund	Community Preservation Committee	
	CAPITAL ARTICLES		
39	Rescind Debt Authorizations	Board of Selectmen	
40	Appropriate for General Fund Cash Capital	Board of Selectmen	
41	Appropriate for Pollard Boiler Replacement	Board of Selectmen	
42	Appropriate for Public Works Infrastructure Program	Board of Selectmen	
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44	Appropriate for RTS Enterprise Fund Cash Capital	Board of Selectmen	
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48	Appropriate for St. Mary's Pump Station	Board of Selectmen	
	TOWN RESERVE ARTICLES		
49	Appropriate to Athletic Facility Improvement Fund	Board of Selectmen	
50	Appropriate to Capital Improvement Fund	Board of Selectmen	
51	Appropriate to Capital Facility Fund	Board of Selectmen	
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WARRANT FOR THE ANNUAL TOWN MEETING
TUESDAY, APRIL 9, 2013
TOWN OF NEEDHAM
COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

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

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

Precinct A	-	Hillside School – Cafeteria (4/9/13)
Precinct B	-	Hillside School – Cafeteria (4/9/13)
Precinct C	-	Newman School - Gymnasium
Precinct D	-	Newman School - Gymnasium
Precinct E	-	Pollard Middle School – Inner Space
Precinct F	-	Stephen Palmer Community Room
Precinct G	-	Broadmeadow School - Performance Center
Precinct H	-	Broadmeadow School - Performance Center
Precinct I	-	William Mitchell School - Gymnasium
Precinct J	-	William Mitchell School - Gymnasium

on TUESDAY, THE NINTH DAY OF APRIL, 2013

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

ARTICLE 1: ANNUAL TOWN ELECTION

To choose by ballot the following Town Officers:

One Moderator for One Year;
One Selectman for Three Years;
One Town Clerk for Three Years;
One Assessor for Three Years;
Three Members of School Committee for Three Years;
One Trustee of Memorial Park (trustee of soldiers' memorials – veteran) for Three Years;
One Trustee of Memorial Park (trustee of soldiers' memorials – non-veteran) for Three Years;
Two Trustees of Needham Public Library for Three Years;
One Member of Board of Health for Three Years;
One Member of Planning Board for Five Years;
One Member of Needham Housing Authority for Five Years;
One Commissioner of Trust Funds for Three Years;
One Commissioner of Trust Funds for One Year;
Two Members of Park and Recreation Commission for Three Years;
Eight Town Meeting Members from Precinct A for Three Years;
Two Town Meeting Members from Precinct A for Two years;
Eight Town Meeting Members from Precinct B for Three Years;
Eight Town Meeting Members from Precinct C for Three Years;

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

Warrant for the Annual Town Meeting

Monday, May 6, 2013 at 7:30 p.m. at Needham Town Hall

ARTICLE 2: COMMITTEE AND OFFICER REPORTS

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

HUMAN RESOURCE ARTICLES

ARTICLE 3: ESTABLISH ELECTED OFFICIALS' SALARIES

To see if the Town will vote to fix the compensation of the following elected officers of the Town as of July 1, 2013, as required by Massachusetts General Laws, Chapter 41, Section 108:

Town Clerk	$68,075
Town Clerk with 6 years of service in that position	$86,258 (1)
Selectmen, Chairman	$1,800
Selectman, Others	$1,500

(1) In addition, such compensation shall also include payment of longevity in the amount of $5,176, the accumulation of 15 days of non-occupational sick leave per fiscal year, and payment for 25% of unused sick leave at the time of retirement from Town Service in accordance with M.G.L. c. 32 or sooner, in an amount not to exceed $45,014. The annual salary of $86,258 includes compensation for five weeks of vacation leave, any unused portion of which will be paid at the time of separation from Town service in an amount not to exceed $8,792. No later than the time of separation from Town service, the Town Clerk shall also be paid for seven (7) weeks of accrued, unused vacation time in an amount not to exceed $12,309; or take any other action relative thereto.

INSERTED BY: Personnel Board
FINANCE COMMITTEE RECOMMENDS THAT:
PERSONNEL BOARD RECOMMENDS THAT:

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

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

FINANCE ARTICLES

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

To see if the Town will vote to accept, for fiscal year 2013, the provisions of Section 4 of Chapter 73 of the Acts of 1986, as amended by Chapter 126 of the Acts of 1988, which amends Chapter 59 of the General Laws relative to real estate property tax exemptions, and approve an increase in the amount of 99% for each eligible exemption; or take any other action relative thereto.

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

Article Information: Acceptance of Section 4 of Chapter 73 of the Acts of 1986, as amended by Chapter 126 of the Acts of 1988, permits the Town to grant an additional exemption to certain taxpayers who are surviving spouses, surviving minors of deceased parents, persons over the age of 70, certain veterans and disabled veterans and their surviving spouses, parents of veterans who died in wartime service and blind individuals, and who qualify for an exemption under any one of the following clauses of Section 5 of Chapter 59 of the General Laws: Clauses 17, 17C, 22, 22A, 22B, 22C, 22D, 22E, 37, 37A, 41, 41B, 41C, 42 or 43. The additional exemption shall be uniform for all exemptions but shall not exceed one hundred percent of a taxpayer's original exemption. No taxpayer may pay less tax than paid on the preceding year, except through the application of General Laws, Chapter 58, Section 8A or Chapter 59, Section 5, clause 18. The taxable valuation of the taxpayer's property shall not be less than ten percent of its fair cash value. Town Meeting must approve the additional exemption on an annual basis. In fiscal year 2013, the cumulative increase above the statutory limit was 95%.

ARTICLE 5: APPROPRIATE FOR NEEDHAM PROPERTY TAX ASSISTANCE PROGRAM

To see if the Town will vote to raise and/or transfer and appropriate the sum of $15,025 for the purpose of funding the Needham Property Tax Assistance Program, said sum to be spent under the direction of the Town Manager and raised from the tax levy; or take any other action relative thereto.

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

Article Information: The 2009 Annual Town Meeting voted to establish a Property Tax Assistance Program. The goal of the Board of Selectmen is to set a target annual appropriation for the fund equal to the amount of private contributions to the Town's statutory voluntary tax relief program during the preceding fiscal year, up to a maximum appropriation of $25,000 (2008 dollars). The voluntary fund received $15,025 in fiscal year 2012.

ARTICLE 6: APPROPRIATE FOR FACILITY MASTER PLAN STUDY

To see if the Town will vote to raise and/or transfer and appropriate the sum of $150,000 for a facility master plan feasibility study, to be spent under the direction of the Permanent Public Building Committee/Town Manager and raised from the tax levy; or take any other action relative thereto.

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

Article Information: This article will fund a feasibility study as a follow-up to the plan released in 2007. The DiNisco study included an action plan for years 2008 – 2012 and a tentative plan for years 2013 – 2022. Since the release of the plan, the Town has renovated and re-opened the High Rock School, renovated and re-opened the Town Hall, constructed and opened a new Public Services Administration Building, renovated and re-opened the Newman School, and begun construction on a new Senior Center. Funding for the relocation of the Salt Shed has been secured, and funding for DPW garage bay storage is proposed for funding under Article 43. A study of options for location of the School Administration staff and the suitability of the Emery Grover Facility is underway, as is an evaluation of Rosemary Pool. Condition Assessments of the Hillside, Mitchell, and Pollard School have been conducted and energy audits of 10 facilities were completed in 2011. A pre-feasibility study for the options for renovation or reconstruction of the Hillside and Mitchell Schools is complete, and the Town is in the process of preparing a Statement of Interest to submit to the Massachusetts School Building Authority for reconstruction of those schools. Evaluation and planning for existing municipal facilities, including Police and Fire Stations, Public Works Operations, RTS, Ridge Hill/Nike, and School buildings, as well as future possibilities such as a community center, is needed to update the Facility Master Plan for the next five year period and beyond.

ARTICLE 7: APPROPRIATE FOR WARNER FIELD RENOVATION

To see if the Town will vote to raise and/or transfer and appropriate the sum of $25,000 for the renovation of Warner Field at DeFazio Park, said sum to be spent under the direction of the Town Manager and transferred from available funds; or take any other action relative thereto.

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

Article Information:

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ARTICLE 8: APPROPRIATE FOR LED CONVERSION

To see if the Town will vote to raise and/or transfer and appropriate the sum of $28,070 for LED Conversion, said sum to be spent under the direction of the Town Manager and transferred from available funds; or take any other action relative thereto.

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

Article Information:

ARTICLE 9: APPROPRIATE THE FY2014 OPERATING BUDGET

To see what sums of money the Town will vote to raise, appropriate, and/or transfer for the necessary Town expenses and charges, and further that the operating budget be partially funded by a transfer from the parking meter fund in the amount of $40,000, from Free Cash in the amount of $1,619,224, from the overlay surplus in the amount of $500,000, from amounts reserved for debt exclusion offsets in the amount of $122,507, and $711,000 to be raised from CPA receipts; and further that the Town Manager is authorized to make transfers from line item 9 to the appropriate line items in order to fund the classification and compensation plan approved in accordance with the provisions of Section 20B(5) of the Town Charter, and to fund collective bargaining agreements approved by vote of Town Meeting; and further that the Town Manager is authorized to expend from line item 4 in order to meet expenses for post-employment health and life insurance benefits for eligible retirees from the fund established for that purpose; or take any other action relative thereto.

INSERTED BY: Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted as Shown on Pages X - X

ARTICLE 10: APPROPRIATE THE FY2014 RTS ENTERPRISE FUND BUDGET

To see if the Town will vote to raise and/or transfer and appropriate the following sums of money to operate the Solid Waste and Recycling Division of the Department of Public Works during fiscal year 2014, under the provisions of M.G.L. Chapter 44, Section 53F ½:

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Town of Needham
RTS Enterprise
FY 2014

Line #	Description	FY 2012 Expended	FTE	FY 2013 Current Budget	FTE	FY 2014 Recommended	FTE	Town Meeting Amendments
101A	Salary & Wages	$ 635,630	9.0	$ 653,290	9.0	$ 666,915	9.0	
101B	Expenses	$ 1,029,974		$ 1,214,293		$ 1,221,816		
101C	Operating Capital	$ 37,620		$ 43,000		$ 60,000		
101D	Debt Service	$ 149,361		$ 150,000		$ 150,000		
102	Reserve Fund	Transfers Only		$ 25,000		$ 25,000		
TOTAL		**$ 1,852,585**	**9.0**	**$ 2,085,583**	**9.0**	**$ 2,123,731**	**9.0**	
FY2014 Budget Percentage Change from FY2013 Budget							1.8%	

and to meet this appropriation that $801,458 be raised from the tax levy and transferred to the RTS Enterprise Fund, and $85,000 be transferred from RTS Enterprise Fund Retained Earnings; or take any other action relative thereto.

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

Article Information:

ARTICLE 11: APPROPRIATE THE FY2014 SEWER ENTERPRISE FUND BUDGET

To see if the Town will vote to raise and/or transfer and appropriate the following sums of money to operate the Sewer Division of the Department of Public Works during fiscal year 2014, under the provisions of M.G.L. Chapter 44, Section 53F ½:

Town of Needham
Sewer Enterprise
FY 2014

Line #	Description	FY 2012 Expended	FTE	FY 2013 Current Budget	FTE	FY 2014 Recommended	FTE	Town Meeting Amendments
201A	Salary & Wages	$ 837,531	12.0	$ 902,938	12.0	$ 931,141	12.0	
201B	Expenses	$ 292,361		$ 475,056		$ 369,945		
201C	Capital Outlay	$ 22,314		$ 25,000		$ 25,000		
201D	MWRA Assessment	$ 5,291,080		$ 5,440,127		$ 5,403,053		
201E	Debt Service	$ 1,301,699		$ 1,400,000		$ 1,500,000		
202	Reserve Fund	Transfers Only		$ 35,000		$ 35,000		
TOTAL		**$ 7,744,985**	**12.0**	**$ 8,278,121**	**12.0**	**$ 8,264,139**	**12.0**	
FY2014 Budget Percentage Change from FY2013 Budget							-0.2%	

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and to meet this appropriation that $468,936 be raised from the tax levy and transferred to the Sewer Enterprise Fund, and $118,940 be transferred from Sewer Enterprise Fund Retained Earnings; or take any other action relative thereto.

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

Article Information:

ARTICLE 12: APPROPRIATE THE FY2014 WATER ENTERPRISE FUND BUDGET

To see if the Town will vote to raise and/or transfer and appropriate the following sums of money to operate the Water Division of the Department of Public Works during fiscal year 2014, under the provisions of M.G.L. Chapter 44, Section 53F ½:

Town of Needham
Water Enterprise
FY 2014

Line #	Description	FY 2012 Expended	FTE	FY 2013 Current Budget	FTE	FY 2014 Recommended	FTE	Town Meeting Amendments
301A	Salary & Wages	$ 863,102	16.0	$ 1,028,088	16.0	$ 1,048,593	16.0	
301B	Expenses	$ 936,221		$ 1,026,906		$ 1,047,350		
301C	Capital Outlay	$ 52,000		$ 20,000		$ 31,500		
301D	MWRA Assessment	$ 610,028		$ 965,737		$ 1,273,404		
301E	Debt Service	$ 1,540,937		$ 1,550,000		$ 1,550,000		
302	Reserve Fund	Transfers Only		$ 75,000		$ 75,000		
TOTAL		**$ 4,002,288**	**16.0**	**$ 4,665,731**	**16.0**	**$ 5,025,847**	**16.0**	
		FY2014 Budget Percentage Change from FY2013 Budget					7.7%	

and to meet this appropriation that $359,567 be transferred from Water Enterprise Fund Retained Earnings; or take any other action relative thereto.

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

Article Information:

ARTICLE 13: CONTINUE DEPARTMENTAL REVOLVING FUNDS

To see if the Town will vote to authorize and continue revolving funds for certain Town departments pursuant to the provisions of M.G.L. Chapter 44, Section 53E ½ for the fiscal year beginning July 1, 2013:

Revolving Fund	Spending Authority	Revenue Source	Use of Funds	FY 2014 Budget
Memorial Park	Memorial Park Trustees	Food Concessions	Improvements to Memorial Park	**$4,100**
Local Transportation	Council on Aging Director	MBTA, Grants, Program Receipts	Transportation program for COA	**$60,000**
Yard Waste Processing Program	DPW Director	Town and Participating Communities	Multi-Community yard waste processing program	**$75,000**
Home Composting Bin Account	DPW Director	Sale of Bins	Purchase of additional home composting bins	**$3,000**
Youth Services Activities	Youth Services Director	Program Receipts	Costs related to youth service and community programs	**$25,000**
Traveling Meals Program	Health Director	Program Receipts	Costs related to Traveling meals	**$75,000**
Immunization Fund	Health Director	Program Receipts	Costs associated with immunization and educational programs	**$25,000**
School Transportation Program	School Committee	Fee-Based Transportation Program Receipts	Pupil and other District-wide transportation	**$819,000**

or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information and Summary of M.G.L., Chapter 44, Section 53E ½: A revolving fund established under the provisions of M.G.L., Chapter 44, Section 53E ½ must be authorized annually by vote of the Town Meeting. The fund shall be credited only with the departmental receipts received in connection with the programs supported by such revolving fund, and expenditures may be made from the revolving fund without further appropriation, subject to the provisions of Section 53E ½. The Annual Town Meeting authorization for each revolving fund shall specify: (1) the programs and purposes for which the revolving fund may be expended; (2) the departmental receipts which shall be credited to the revolving fund; (3) the board, department or officer authorized to expend from such fund; and (4) a limit on the amount which may be expended from such fund in the ensuing year. In any fiscal year, the Board of Selectmen and the Finance Committee may approve an increase in the amount to be spent from the revolving fund, but in no event shall any agency, board, department or officer be authorized to expend in any one fiscal year more than one percent of the amount raised by the Town by taxation in the most recent fiscal year for which a tax rate has been certified pursuant to M.G.L., Chapter 59, Section 23.

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ARTICLE 14: ESTABLISH REVOLVING FUND – FACILITY ACTIVITY USE

To see if the town will vote to authorize a revolving fund for the Public Facilities Department under MGL Chapter 44 Section 53E1/2, that may be spent by the Director of Facility Operations without further appropriation during fiscal year 2014 for the purposes of paying expenses related to community use of public facilities. The Facility Activity Use Fund is to be credited with fees for permits and associated details, and the Director of Facilities Operations may spend $250,000 in revolving fund monies; or take any other action thereto.

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

Article Information:

ARTICLE 15: AUTHORIZATION TO EXPEND STATE FUNDS FOR PUBLIC WAYS

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

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

Article Information: The Town receives funding from the Commonwealth of Massachusetts for road construction projects. Approval of Town Meeting is required in order for the Town to receive and expend the funds. The Massachusetts Department of Transportation (MassDOT) will distribute Chapter 90 funding only after it has been authorized by the Legislature and the Governor. At the time of the printing of the warrant, the FY2014 award amounts had not been released.

ZONING / LAND USE ARTICLES

ARTICLE 16: BETTERMENT STREET ACCEPTANCE – BOOTH STREET

To see if the Town will vote to accept the following street or portion thereof as laid out by the Board of Selectmen and according to a plan entitled "Acceptance Plan of Booth St. From 1964 Booth St. acceptance to Central Ave. – a distance of 619 ft. + in Needham, Mass." on file with the Town Clerk:

Booth Street – From the intersection of Central Avenue and Booth Street to the end of the 1964 Acceptance of Booth Street, including the taking or acceptance of easements as shown on said plan, under the provisions of law authorizing the assessment of betterments; or take any action relative thereto.

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

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Article Information: The Town received a petition to accept the private way section of Booth Street as a Public Way. The Town approved funding at the 2011 Annual Town Meeting under Article 41 to reconstruct the private section of Booth Street from Central Avenue to #50 Booth Street under the laws authorizing the assessment of betterments. The street has been reconstructed and betterment assessment letters have been mailed to the owners of the private way section of Booth Street. This Article requests that Town Meeting accept the recently reconstructed street as a Public Way under the laws authorizing the assessment of betterments.

ARTICLE 17: EXTINGUISH SEWER EASEMENT – DALE STREET

To see if the Town will authorize the Board of Selectmen to abandon a sewer easement parallel to and on the west side of the section of Dale Street that intersects West Street in the Town of Needham, being more fully described in a grant to the Town recorded at the Norfolk Registry of Deeds in Book 4065, Page 241; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT: No Position Taken

Article Information: A developer has requested that an existing sewer easement running parallel to Dale Street be abandoned. The existing sewer main within the easement has been removed and a new sewer main has been constructed within the Public right-of-way of Dale Street. The existing sewer easement running parallel to Dale Street is no longer needed by the Town.

ARTICLE 18: AMEND ZONING BY-LAW – INTERIM REGULATIONS FOR MEDICAL MARIJUANA USES

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

(a) By adding a new Section 8, Interim Regulations for Medical Marijuana Uses, to read as follows:

"8 Interim Regulations for Medical Marijuana Uses

8.1 Purpose

This section is intended to provide restrictions that will allow the Town adequate time to consider whether to allow facilities associated with the medical use of marijuana, to the extent that such facilities are permitted under state laws and regulations, and, if so, where and under what conditions. Given that a law permitting the medical use of marijuana in the Commonwealth of Massachusetts shall be in effect beginning January 1, 2013, and that the Massachusetts Department of Public Health has yet to promulgate the regulations by which facilities that produce or dispense medical marijuana shall be registered and administered, a restriction on the establishment of such facilities in Needham shall provide the opportunity to study their potential impacts on adjacent uses and on general public health, safety and welfare, and to develop zoning and other applicable regulations that appropriately address these considerations consistent with statewide regulations and permitting procedures.

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8.2 Definition

A Medical Marijuana Treatment Center shall mean any medical marijuana treatment center, as defined under state law as a Massachusetts not-for-profit entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers, which is properly licensed and registered by the Massachusetts Department of Public Health pursuant to all applicable state laws and regulations.

8.3 Exclusion of other Marijuana Uses

Any establishment that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers shall not be permitted if such establishment has not been properly registered and licensed in accordance with applicable state and local laws and regulations, or is not operated as a not-for-profit entity, or otherwise fails to meet the definition of a Medical Marijuana Treatment Center.

8.4 Exclusion of Accessory Uses

In no case shall the acquisition, cultivation, possession, processing, transference, transportation, sale, distribution, dispensing, or administration of marijuana, products containing or derived from marijuana, or related products be considered accessory to any use.

8.5 Interim Restriction

8.5.1 Medical Marijuana Treatment Centers shall not be permitted in any zoning district in Needham so long as this Section 8 is effective, as set forth in Section 8.6 below.

8.5.2 The cultivation, processing, sale, distribution and distribution of marijuana, products containing or derived from marijuana or related products shall not be permitted in any zoning district in Needham so long as this Section 8 is effective, as set forth in Section 8.6 below.

8.6 Expiration

This Section 8 shall be effective through March 1, 2014.

(b) Amend the Table of Contents to add Section 8, Interim Regulations for Medical Marijuana Uses.

Or take any action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT: No Position Taken
PLANNING BOARD RECOMMENDS THAT:

Article Information: This article seeks to amend the Town's Zoning By-law to impose an interim moratorium on the location of medical marijuana facilities in the Town of Needham including but not limited to the operation of medical marijuana clinics and the cultivation of marijuana plants, until March 1, 2014. Given that the system for regulating medical marijuana at the State level is not yet clear, and the

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Town has not had the opportunity to study and discuss the land use implications of the new law, the Board of Selectmen believes that it would be beneficial to establish an interim restriction on the establishment of such uses in the Town to provide the opportunity to develop a framework for regulating these uses under the Town's Zoning By-law. The proposed moratorium would provide adequate opportunity for the development of such zoning to be presented to the 2014 Annual Town Meeting, if warranted.

ARTICLE 19: AMEND ZONING BY-LAW – DIMENSIONAL REGULATIONS

To see if the Town will vote to amend the Needham Zoning By-Law, Section 4.1 Basic Requirements, Subsection 4.1.3, Reduction of Area and Frontage Requirements, by revising the paragraph, so that the entire subsection shall now read as follows: (new language underlined):

"4.1.3 Reduction of Area, Frontage, and Setback Requirements

No lot shall be reduced in area or frontage if it already has or will be caused to have less area or frontage than required by this section, except by a taking by eminent domain or a conveyance for a public purpose. Such lots reduced in area or frontage by a taking by eminent domain or a conveyance for a public purpose shall be entitled to the protections afforded by statute and in this By-Law to pre-existing nonconforming lots. Further, if an existing structure is rendered nonconforming as to setback (or more non-conforming as to setback) by a taking by eminent domain or conveyance for a public way or access way or by the approval of a subdivision way for a third party, said structure shall be entitled to the protections afforded by statute and in this By-Law to pre-existing nonconforming structures."

Or take any other action relative thereto.

INSERTED BY: Planning Board
FINANCE COMMITTEE RECOMMENDS THAT:
PLANNING BOARD RECOMMENDS THAT:

Article Information:

ARTICLE 20: AMEND ZONING BY-LAW – LOT WIDTH DEFINITION/MANANGEMENT

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

"4.1.5 Minimum Required Lot Width

Building lots in all zoning districts recorded or endorsed after January 9, 1986 shall be required to have a minimum lot width for a distance that extends from the front line throughout the building or structure not less than the applicable minimum frontage for the district in which said lot is located, as specified in Sections 4.2.1, 4.3.1, 4.4.1, and 4.6.1; except, however, in the Single Residence A District such minimum required lot width shall be at least 120 feet. Lot width shall be measured perpendicular from a point starting at the front line from one sideline to a strait-line distance intersecting another sideline. This measurement need not be perpendicular from more than one sideline. In the case of a triangular shaped lot

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with strait or curved front line, the strait-line measurement will be from the lot corners intersecting the street or way and continued parallel to that line throughout the building or structure. Lot width for corner lots will be measured perpendicular from the front lines to the sidelines in both directions.

Or take any other action relative thereto.

INSERTED BY: Planning Board
FINANCE COMMITTEE RECOMMENDS THAT:
PLANNING BOARD RECOMMENDS THAT:

Article Information:

ARTICLE 21: AMEND ZONING BY-LAW – DEFINITIONS

To see if the Town will vote to amend the Needham Zoning By-Law, Section 1.3, Definitions, by revising the existing definition of the term "Half-Story or ½ Story", so that it shall now read as follows: (new language underlined):

"Half-Story or ½ Story – For all single-family detached dwellings and two-family detached dwellings located in all Districts, and apartment and multi-family dwelling units permitted by Special Permit in the Center Business District and located in the half-story directly above the second floor, that portion of a building included between the upper surface of a floor and the lower surface of a sloping roof next above where the area contained therein has a finished ceiling height exceeding 5'-0". Dormers installed in a sloping roof directly above the second story of a structure shall be limited in size as follows: the total length of the front wall(s) of a dormer(s) shall not exceed 30% (thirty percent) of the eave length of the portion of the roof in which the dormer is built. There are no restrictions on dormers installed in a sloping roof directly above the first story of a structure. This definition shall apply to all single-family detached dwellings, two-family detached dwellings, and apartment and multi-family dwelling units permitted by Special Permit in the Center Business District and located in the half-story directly above the second floor. For all other buildings the definition is, that part of a building under a sloping roof where the full-length rafters rest on the top beam of the story below.

Or take any other action relative thereto.

INSERTED BY: Planning Board
FINANCE COMMITTEE RECOMMENDS THAT:
PLANNING BOARD RECOMMENDS THAT:

Article Information:

ARTICLE 22: AMEND ZONING BY-LAW – DIMENSIONAL CONTROLS FOR EXEMPT USES

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

1. In Section 4.7 Special Conditions, Subsection 4.7.4 Dimensional Controls for Exempt Uses, by deleting Section 4.7.4 in its entirety.

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2. In Section 4.7 Special Conditions, Subsection 4.7.5 Change in Dimensional Regulations by Special Permit, by replacing "4.7.5" with "4.7.4" in the first sentence of the second paragraph.

3. In Section 4.7 Special Conditions by renumbering Subsection 4.7.5 Change in Dimensional Regulations by Special Permit as Subsection 4.7.4.

Or take any other action relative thereto.

INSERTED BY: Planning Board
FINANCE COMMITTEE RECOMMENDS THAT:
PLANNING BOARD RECOMMENDS THAT:

Article Information:

ARTICLE 23: AMEND ZONING BY-LAW – DIMENSIONAL REGULATIONS FOR MIXED USE 128

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

1. In Section 4.9 Dimensional Regulations for Mixed-Use 128

Amend 4.9 Table

By adding to Front Setback and Side Setbacks notation to footnote (1)

By changing Maximum Lot Coverage from 60% to 65%

By changing Floor Area Ratio from 0.30 to 1.00

By changing Maximum Height from 54 feet to 70 feet

Amend Footnote (1)

By changing the first sentence to read: "All buildings shall be limited to a height of 70 feet, except that, buildings within 350 feet of a river shall be limited to a height of 54 feet."

By adding a new second sentence: "Notwithstanding the forgoing, the Planning Board may allow by special permit a maximum height of up to 84 feet. If the height of a building is increased above the height of 54 feet, the front setback shall be increased to 15 feet and the side setback to 20 feet."

Amend Footnote (2)

By changing first sentence to read: "Maximum lot coverage shall be 65% for all projects." [65% replaces 60%]

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By changing second sentence to read: "However, if a project is designed such that at least 65% of the required landscaped area immediately abuts at least 65% of the required landscaped area of an adjoining project for a distance of at least 50 feet the maximum lot coverage may be increased to 75%." [75% replaces 70%]

Amend Footnote (4)

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

Amend Footnote (5)

By changing first sentence to read: "A floor area ratio of up to 1.75 may be allowed by a special permit from the Planning Board." [1.75 replaces 1.5]

By adding the following sentence at the end of the footnote: "Further, the Planning Board may allow a floor area ratio of up to 2.0, by special permit, where the applicant demonstrates, to the Board's satisfaction, that the proposed use will not generate peak hour trips in excess of 0.6 trips per 1,000 square feet of total development area."

3. In Section 4.9.2 Floor Area Ratio, Incentives

Amend Section 4.9.2

By changing the first sentence to read: "In the Mixed Use-128 District the maximum floor to area ratio (FAR) permitted by right shall be 1.00." [1.00 replaces 0.3.]

4. Add New Section 4.9.3

The Planning Board may, by special permit, waive any or all dimensional requirements set forth above in this Section 4.9 (including sections 4.9.1 and 4.9.2), by relaxing each by up to a maximum percentage of 25% if it finds that, given the particular location and/or configuration of a project in relation to the surrounding neighborhood, such waivers are consistent with the public good, that to grant such waiver(s) does not substantially derogate from the intent and purposes of the By-Law or the Goals of the District Plan cited in Section 6.8.1(b) of these Zoning By-Laws, and that such waivers are consistent with the requirements of Section 6.8. This section does not authorize the Planning Board to waive the maximum height regulations. (By way of example, the 15' front yard setback could be waived to 11.25'; the 65% lot coverage could be waived to 81.25%; or the 40,000 sq. ft. minimum lot area could be waived to 30,000 sq. ft.)

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

Or take any other action relative thereto.

INSERTED BY: Planning Board
FINANCE COMMITTEE RECOMMENDS THAT:
PLANNING BOARD RECOMMENDS THAT:

Article Information:

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ARTICLE 24: **AMEND GENERAL BY-LAW –MARIJUANA CONSUMPTION ON PUBLIC PROPERTY**

To see if the Town will vote to amend its General By-Laws, Article 3, Police Powers, Authority and Regulations, by adding the following section;

"3.1.10. Use of Controlled Substances. No person shall smoke, ingest, or otherwise use or consume marijuana or tetrahydrocannibinol (as defined in G.L. c. 94C, 1, as amended) while in or upon any street, sidewalk, public way, footway, passageway, stairs, bridge, park, playground, beach, recreation area, boat landing, public building, schoolhouse, school grounds, cemetery, parking lot, or any area owned by or under the control of the town; or in or upon any bus or other passenger conveyance operated by a common carrier; or in any place accessible to the public."

And to amend Article 8, Section 8.2.2.4 Police Regulations, by adding the following sub-section:

"J. Use Of Controlled Substances (Section 3.10)

Fine Schedule:
$200 per offense"

And to renumber following subsections accordingly.

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

Article Information: The public consumption of alcohol on Town property is currently regulated under Section 3.1.9 of the General By-laws of the Town of Needham. The purpose of this article is to similarly prohibit the public consumption of marijuana or tetrahydrocannibinol on Town property or in any place accessible to the public, and to allow the Town to impose a fine of $200 per offence for violation of the By-law provision.

ARTICLE 25: **AMEND GENERAL BY-LAW –ALCOHOLIC BEVERAGES ON PUBLIC PROPERTY**

To see if the Town will vote to amend Article 8.2.2.4 (I) of the General By-laws by deleting the sum $50 and inserting in place thereof the sum $200; or take any other action relative thereto.

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

Article Information: The purpose of this article is to increase the fine for consumption of alcoholic beverages on public property to match the proposed fine for public consumption of marijuana.

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ARTICLE 26: AMEND GENERAL BY-LAW – TYPE AND LENGTH OF CONTRACTS

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

"Lease by the Town of private land or buildings	10
Lease of land from a public agency or authority for recreational purposes	99"

or take any other action relative thereto.

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

Article Information: The General By-Laws authorize the Town to lease land to private entities for up to ten years; but are silent on lease by the Town of private land. This article would authorize the Town to lease private land, such as the portion of the Dedham Avenue parking lot not owned by the Town, for a period of up to ten years. Secondly, under Article 29, Town Meeting will consider authorizing the Board of Selectmen to lease the abandoned rail corridor in Needham for use as a recreational trail. This article would also enable the Town to lease the land for recreational purposes for up to 99 years.

ARTICLE 27: AMEND GENERAL BY-LAW – PRIVATE WAYS

To see if the Town will vote to amend Section 2.2.5.6.3 of the General By-laws by inserting a second paragraph, as follows: "Drainage shall not be included. Fifty one percent of the abutters to the private way must petition for the repairs to be made by the Town and agree to reimburse the Town for the cost of the repairs, if the repairs are expected to exceed $300. If the cost of repairs is not expected to exceed $300, no petition will be required and the abutters will not have to reimburse the Town. Betterment charges will not be assessed for such repairs. The Town shall not be liable for any damage to private property caused by such repairs. The private way need not have been open to public use prior to the repairs being made;" or take any other action relative thereto.

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

Article Information: The Town of Needham adopted a Private Ways By-Law in 2008. In approving the amendment to the By-law, the Attorney General noted that the Town's By-Law did not include all of the provisions of M.G.L. c, 40, Section 6N, which is the statute that allows the Town to perform temporary repairs on private ways. The Attorney General suggested that the By-Law be amended to include five additional provisions relating to drainage, abutter petition, limit of liability, prior use of the private way, and cash deposit requirements.

ARTICLE 28: AMEND GENERAL BY-LAW – SIGN BY-LAW

To see if the Town will vote to amend the Needham General By-Law, Article 5, the Sign By-Law as follows:

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1. Amend Section 5.2 **DEFINITIONS** as follows:
   a. By adding to e) the word "signs" after the words "on premises" so that it reads: "on-premises signs guiding and directing traffic and parking, not exceeding two square feet in area and bearing no advertising matter;"
   b. By adding to f) the words "regularly or recurrently" between the words "unless" and "located" so that it reads: "devices hand-carried or mounted on vehicles, unless regularly or recurrently located for fixed display;"
   c. By adding a new definition to the end of the section as follows: "Street Banner: A sign in the form of a banner spanning a public street, placed within the Town right-of-way, and/or in locations designated pursuant to Section 5.3.1.5 below."

2. Amend Section 5.3 **ADMINISTRATION** as follows:
   a. By adding to the first sentence of Section 5.3.1 **Design Review Board** the following: "Except for street banners governed, reviewed, and approved by the Board of Selectmen pursuant to Subsection 5.3.1.5, the" so that it reads in pertinent part: "Except for street banners governed, reviewed, and approved by the Board of Selectmen pursuant to Subsection 5.3.1.5, the review of all sign permit applications, and requests for special permits shall be performed by the Design Review Board (herein referred to as the "Board"), as further defined in Section 7.7 of the Needham Zoning By-Law."
   b. By adding a new Section 5.3.1.5 as follows: "**Board of Selectmen**. Street Banners which are placed within the Town right-of-way, spanning public streets and/or in locations authorized by the Board of Selectmen providing notice of a public entertainment or advertising a public, charitable, religious or educational event may be specifically approved by the Board of Selectmen and displayed in locations authorized by the Board of Selectmen for a time period not to exceed fourteen (14) consecutive days before the announced event. No commercial advertising shall be allowed to appear on the street banner. All street banners shall be removed within two business days following the end of the announced event or entertainment. Street Banners shall not be subject to the sign requirements of Subsections 5.3.2, 5.3.3, 5.3.4, 5.3.5, 5.3.6, and 5.3.7, and Sections 5.4 and 5.5. The Board of Selectmen may promulgate such regulations regarding street banners as it deems appropriate."
   c. By adding to Section 5.3.2 **Issuance of Permits** the words ",at which the applicant shall appear," in the first sentence of the first paragraph between the words "Board" and "and a sign permit" so that the section reads in pertinent part: "No sign shall be erected, enlarged, redesigned, structurally altered, or used without the review of the Board, at which the applicant shall appear, and a sign permit issued by the Building Inspector, except for signs described in Sub-sections 5.5.1 (a), 5.5.1 (c), and 5.5.3.4."
   d. By adding to Section 5.3.2 the following sentences after the first sentence of the second paragraph: "If an applicant requires guidance as to whether any special permits are required or knows that such permit or permits are required, the applicant may file his application with the Building Inspector. If the Building Inspector finds that the proposed sign is in all respects in conformance with this article, he shall within 35 days of filing instruct the applicant to file the application directly to the Design Review Board." Also by adding the following sentence as the last sentence in this paragraph: "If approved by the Design Review Board, the Building Inspector shall issue a sign permit within 45 days of the filing of the application." This paragraph shall now read as follows:
      "Applicants shall file a permit application accompanied by a photograph of the facade to which the sign is to be attached, or the area of intended location if unattached, and two prints of scale drawings of the sign and supporting structure showing placement thereon; the applicant shall also file five copies of the permit application, including five copies of all application materials, with the Design Review Board. (See Section 7.7 Design Review, of the Zoning By-Law.) If an applicant requires guidance as to whether any special permits are

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required or knows that such permit or permits are required, the applicant may file his application with the Building Inspector. If the Building Inspector finds that the proposed sign is in all respects in conformance with this article, he shall within 35 days of filing instruct the applicant to file the application directly to the Design Review Board. The Design Review Board shall review requests for sign permits submitted and shall, within thirty-five (35) days of the receipt of the application materials, transmit its advisory recommendations regarding the design of the sign to the Building Inspector and the applicant. No sign permit shall be issued by the Building Inspector within this thirty-five (35) day period unless said recommendations are sooner received. If approved by the Design Review Board, the Building Inspector shall issue a sign permit within 45 days of the filing of the application."

e. By deleting the last paragraph of Section 5.3.2 and replacing it with the following: "If the Building Inspector, upon requested review, finds that the proposed sign is not in conformance with this Article as aforesaid, he shall, within 35 days of the filing of the application notify the applicant in writing of the reasons why a sign permit cannot be granted as of right and give the applicant the option of revising the signage or applying for a special permit. The Building Inspector shall forward a copy of such notice to the Board."

f. By deleting the heading of Section 5.3.4 "**Variances**" and inserting instead "**Special Permits**."

g. By deleting from the first and second sentence of the first paragraph of Section 5.3.4 the words: "apply to the Building Inspector for a permit in accordance with the proceedings established by Sub-section 5.3.2 of this Article. Upon denial of the permit, the applicant shall" so that this section reads in pertinent part: "If an applicant wishes to obtain a permit for a sign that does not comply with this article, he shall apply to the Board for a Special Permit from the requirements of this article in accordance with the procedure established under Sub-section 5.3.3 of this Article."

3. Amend Section 5.4 **GENERAL REGULATIONS** as follows:

a. By deleting from Section 5.4.2.2 **Location** in subsection d) the first "is" in the first sentence and replacing it with "it"; by deleting "upon the issuance of a Special Permit, a"; and by deleting "may be used that does not materially obstruct any neighboring signs or businesses" and inserting instead after the word "perpendicular" the following: " , blade, or projecting sign (hereinafter "projecting sign") is allowed by right, even if it is a second sign, provided it does not, in the opinion of the Board, materially obstruct neighboring signs or businesses. Projecting signs may not be internally illuminated. If the projecting sign is the only sign requested by an applicant seven (7) square feet are allowed by right. If the projecting sign is in addition to a sign on the façade, three (3) square feet is allowed by right. Projecting signs may have a maximum projection of four (4) feet from the wall and a minimum of eight (8) feet above the sidewalk." The section would then read:
"No sign shall extend above or beyond the end of the wall to which it is attached, nor overhang a street or sidewalk by more than the thickness (up to 12") of a flat wall sign: except one perpendicular, blade, or projecting sign (hereinafter "projecting sign") is allowed by right, even if it is a second sign, provided it does not, in the opinion of the Board, materially obstruct neighboring signs or businesses. Projecting signs may not be internally illuminated. If the projecting sign is the only sign requested by an applicant seven (7) square feet are allowed by right. If the projecting sign is in addition to a sign on the façade, three (3) square feet is allowed by right. Projecting signs may have a maximum projection of four (4) feet from the wall and a minimum of eight (8) feet above the sidewalk."

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b. By adding in Section 5.4.2.3 **Type** in subsection b) the word "banners" between the words "flags" and "spinners" so that the section reads: "Pennants, streamers, advertising flags, banners, spinners or similar devices shall not be permitted."
c. By adding a new subsection d) to Section 5.4.2.3 **Type** as follows: "Sandwich boards are also permitted provided they meet the following requirements: one sign per business; 2 feet by 3 feet maximum sign panel in a black colored frame; they are comprised of permanent printed sign panels or handwritten sign panels; they are located on the site of the advertised business' street front on private property, or if on public property, do not block or interfere with the 48" width of the public sidewalk; they are on display during the business' operating hours only; they may advertise short term sales, daily menus, sign-up periods up to three weeks ahead of end date, and similar special events; they are not internally illuminated; and they do not contain any alcohol or cigarette advertisements."

4. Amend Section 5.5 **PERMITTED SIGNS** as follows:
   a. By adding to Subsection 5.5.3 **Business, Industrial and Industrial Park Zoning Districts** subsection 5.5.3.1 **Number** the words "and 5.4.2.2 d)" so that the section reads in pertinent part: "In addition to the signs allowed under Sub-section 5.5.1 and 5.4.2.2 d) the following are permitted:…"
   b. By deleting from Subsection 5.5.3.3 **Permanent Freestanding Signs** a) the last sentence, reading: "If a sign is oriented for visibility from Route 128 (I-95) and is to exceed 32 square feet, then it must be approved by the Board; and the Board shall approve the sign only if it finds that the sign complies with the design guidelines established in Sub-section 5.3.5 of this article."
   c. By adding to Subsection 5.5.3.4 **Temporary** at the beginning of the section the words: "Except as provided in Section 5.4.2.3 d), temporary" so that the section now reads: "Except as provided in Section 5.4.2.3 d), temporary signs, in addition to signs allowed under Sub-section 5.5.3.1, are permitted only if unlighted, inside of windows, occupying not more than 25% of the area of each window, and advertising sales, special events or changes in the nature of an operation, but shall not otherwise be used to advertise a continuing or regularly recurring business operation and shall be removed promptly when the information they display is out of date or no longer relevant. No permit is required."

Or take any action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: *In addition to a few technical corrections, the amendments address various issues which have come up in recent years. The Town is currently studying the downtown streetscape and one of the amenities which has been sought is the allowance of street banners to announce Townwide events (such as the Street Fair, Harvest Fair, and New Year's Eve celebration). The amendment defines street banners, makes the Board of Selectmen the issuing Board, and specifies who might be entitled to the issuance of one. It restricts locations to those approved by the Board of Selectmen and dictates the temporary nature of such banners. The Board of Selectmen is also authorized to promulgate regulations regarding street banners.*

The amendment also allows applicants who think they may or know they need a special permit for the sign they are seeking to go directly to the Building Inspector and either seek his guidance and/or arrange for the notice necessary for the hearing on such permit applicants. Presently special permit applicants are required to go the Design Review Board twice, even if they know they require a special permit. The

amendment simplifies the procedure. It also makes clear that applicants must appear before the Design Review Board with their application.

In addition, the amendment allows blade or projecting signs as of right even if such sign is a second sign. The amendment makes clear the rules regarding such signs, including size, illumination, and height. Finally, the amendment allows for the use of sandwich signs (which already but illegally dot the streetscape) which would be regulated per the By-Law in relation to design, size, location, hours of use, nature of advertising and illumination.

ARTICLE 29: AUTHORIZE LEASE OF RAIL CORRIDOR

To if the Town will vote to authorize the Board of Selectmen to acquire by purchase or gift or otherwise the fee, easement, leasehold, license and/or other real property interests in (a) all or any portion of the land, premises, easements, rights-of-way in the abandoned railroad right-of-way from the Dover town line to the Newton city line and (b) abutting and underlying properties as necessary or desirable, in the discretion of the Selectmen for acquiring title to said railroad right-of-way, for laying out an improved multi-use rail trail and related facilities and improvements, and providing access to the rail trail area for construction, maintenance and repair purposes and for all other purposes for which rail trails are now or hereafter may be used in the Commonwealth, on such terms and conditions as the Selectmen may determine; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: This Article authorizes the Selectmen to acquire the former railroad right-of-way to allow design and construction of a rail trail/pedestrian path between the Dover town line and the Newton city line. The property will be available for walking, running, road and mountain biking, wheelchairs and accessible cycling equipment, inline skating, scooters and tricycles, rolling backpacks, strollers, cross country skiing, and other forms recreation.

ARTICLE 30: RE-DETERMINE SEWER BETTERMENT RATE

To see if the Town will vote to re-determine the fixed uniform rate charged to abutters for the construction of sewers as authorized under the provisions of M.G.L. c. 83, section 15A, by increasing the rate to $30 per linear foot of lot frontage and $0.40 per square foot of accessible area within 100 feet of the street; or take any other action relative thereto.

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

Article Information: Section 27 of the Town Charter specifies that the amount of the cost of constructing new sewer systems paid by the Town shall be not less than one-fourth and not more than two-thirds of the entire cost. In 1925, Town Meeting voted that the Town would pay one third of the cost of its sewer system and the remaining two thirds would be paid by the abutting land owners. This article proposes to increase the rate charged to abutters for the construction of sewer mains last determined under Article 25 of the 1988 Annual Town Meeting. Current sewer construction costs are in the range of $210 per linear foot in average conditions which would result in a charge of $140 per foot to each abutting property.

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This charge, reduced to a fixed uniform rate, produces $30 per linear foot of lot frontage and $0.40 per square foot of accessible area within 100 feet of the street. Public construction of sewer lines has decreased significantly over the past thirty years. However, the rate should be kept current in the event that a petition for sewer construction by betterment is approved by the Town. The existing rate is $10 per linear foot of frontage and $0.15 per square foot within 100 feet.

COMMUNITY PRESERVATION ACT ARTICLES

ARTICLE 31: APPROPRIATE FOR COMMUNITY HOUSING SPECIALIST

To see if the Town will vote to raise and/or transfer and appropriate the sum of $70,000 to hire a community housing specialist, to be spent under the direction of the Town Manager, said sum to be transferred from the Community Housing Reserve; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The Town Manager and the Director of Planning and Community Development have requested funds to hire a part-time Community Housing Specialist. The request for $70,000 is intended to be spent over a two year period of time, for an average of $35,000 per year. Working under the supervision of the Director of Planning and Community Development, the Community Housing Specialist would provide technical and administrative support on issues related to affordable housing, including but not limited to the monitoring of local affordable housing units; provide technical support during the application process for new units under M.G.L Chapter 40B; initiate and pursue collaborative efforts among local, state, federal, and private agencies; serve as liaison to Needham Housing Authority, West Metro Home Consortium; and provide staff support to any Town committees charged with the support of affordable housing.

ARTICLE 32: APPROPRIATE FOR OPEN SPACE AND RECREATION PLAN

To see if the Town will vote to raise and/or transfer and appropriate the sum of $25,000 to update the Town's Open Space and Recreation Plan, to be spent under the direction of the Town Manager, said sum to be transferred from the Open Space Reserve; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The Open Space and Recreation Plan is a planning process for municipalities to assess open spaces, recreation parks and facilities, water resources, trails, and critical plant and wildlife habitats. The document provides a stewardship plan, and assists the community with making plans relative to compatible development. The Commonwealth requires communities to have updated Open Space and Recreation master plans in order to be eligible for a variety of grant programs. The request for $25,000 will assist the Conservation Commission, Park and Recreation Commission, Board of Selectmen and Planning Board to create an updated plan with revised goals, objectives and priorities.

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ARTICLE 33: APPROPRIATE FOR TRAIL DESIGN FOR RESERVOIR ADA TRAIL AND RIDGE HILL LOOP

To see if the Town will vote to raise and/or transfer and appropriate the sum of $85,000 for the design and permitting of a handicap accessible perimeter trail around the Needham Reservoir and for the connection of a trail loop at Ridge Hill, to be spent under the direction of the Town Manager, said sum to be transferred from the Open Space Reserve; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:
Article Information: Representatives of the Conservation Commission, Park and Recreation Commission and Board of Selectmen meet regularly to provide guidance on the maintenance of trails and the pursuit of the goals and objectives contained in the Needham Trails Master Plan. Two recommended improvement projects are (1) the rebuilding of the trail that surrounds the Needham Reservoir, enabling it to become an all-person trail; and (2) the connection of a trail loop at Ridge Hill that will allow trail users to remain on Town property and avoid crossing onto private property. The funds requested are for the design of the two projects, and they have been combined into one request in order to increase the number of possible qualified designers with interest in pursuing the project. The design estimate for the Reservoir Trail is $65,000, and the design estimate for the Ridge Hill loop is $20,000, for a total request of $85,000. A decision will be made during the design process on whether to request construction funds individually or as a combined project.

ARTICLE 34: APPROPRIATE FOR NEWMAN FIELDS AND EASTMAN CONSERVATION AREA DESIGN

To see if the Town will vote to raise and/or transfer and appropriate the sum of $248,000 for design for the athletic fields located at the Newman School and the adjacent Eastman Conservation area, to be spent under the direction of the Town Manager, said sum to be transferred from the Community Preservation General Reserve; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The Needham School Committee is requesting design funds for the athletic fields located at the Newman School and the adjacent Eastman Conservation area. This request is supported by the Park and Recreation Commission, the Board of Selectmen and the Conservation Commission. The Eastman Conservation Area is used by the Needham Science Center for curriculum programs at many grade levels. The viewing areas and trails provide a learning opportunity for many environmental projects, and the rebuilding of the trails will provide an opportunity to connect to the newly created trails at the recently purchased Carol/Brewster properties and the adjacent Anna Volante conservation area. Linking newly created trails to existing trails is a goal of the Trails Master Plan. The athletic fields include two 60' diamonds and a multi-purpose field. The students at Newman and participants in youth sports programs cannot have consistent use of the fields as they are adjacent to wetlands and do not drain properly. The design tasks for both projects are connected and will require a complex permitting process. The combined design request is $248,000, with an estimate of $158,000 for the fields and $90,000 for the conservation area.

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ARTICLE 35: APPROPRIATE FOR NEWMAN PRESCHOOL PLAYGROUND SURFACING

To see if the Town will vote to raise and/or transfer and appropriate the sum of $60,000 to replace the surfacing at the Preschool Playground located at the Newman School, to be spent under the direction of the Town Manager, said sum to be transferred from the Community Preservation General Reserve; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The Massachusetts Architectural Access Board (MAAB) has requested that the School Committee replace the surfacing at the preschool playground located at the Newman School. Though the current wood fiber surfacing material is considered compliant under federal guidelines, the MAAB has asked for a different surface product at this site. Surfacing products must meet federal requirements for shock absorption, reducing the severity of injuries including life-threatening head injuries. The surface must also meet accessibility needs. The current wood fiber surface is the least expensive product to meet these different regulations, but requires more maintenance than other products. The request is for $60,000 to install a poured-in-place rubber surface during the summer of 2013.

ARTICLE 36: APPROPRIATE FOR MILLS FIELD PARK DESIGN

To see if the Town will vote to raise and/or transfer and appropriate the sum of $40,000 for design for improvement projects at Mills Field, to be spent under the direction of the Town Manager, said sum to be transferred from the Open Space Reserve; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The Department of Public Works, in conjunction with the Park and Recreation Commission, is requesting $40,000 for design for improvement projects at Mills Field. The major cost of the project will be to create parking within the park, to relieve parking congestion on neighborhood roads. The concept is to build parallel parking within the park on Hampton Avenue, and remove the circular drive for additional spaces near the playground and basketball court. The turf in the 60' diamond would be removed and replaced with sod. The basketball court would be renovated, and picnic tables and grills would be replaced.

ARTICLE 37: APPROPRIATE FOR COMMUNITY FARM SOIL IMPROVEMENTS

To see if the Town will vote to raise and/or transfer and appropriate the sum of $15,000 for improvements to the soil at the Community Farm location at the Nike Site, to be spent under the direction of the Town Manager, said sum to be transferred from the Open Space Reserve; or take any other action relative thereto.

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INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: Needham Community Farm, Inc. is requesting $15,000 to make improvements to the soil at its location at the Nike Site. The property is under the jurisdiction of the School Committee and the farm operates under a license from the School Committee, which has stated its support for this project. Compost from Needham's Recycling and Transfer Station would be one of the products used to improve the quality of the soil. Produce is made available through the Community Council, and educational programs are held at the farm for students in Needham Public Schools, as well as other Needham residents.

ARTICLE 38: APPROPRIATE TO COMMUNITY PRESERVATION FUND

To see if the Town will vote to hear and act on the report of the Community Preservation Committee; and to see if the Town will vote to appropriate a sum pursuant to M.G.L. Chapter 44B from the estimated FY2014 Community Preservation Fund revenues, or to set aside certain amounts for future appropriation, to be spent under the direction of the Town Manager, as follows:

Appropriations:

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

Reserves:

B. Community Preservation Fund Annual Reserve	$915,200
C. Community Housing Reserve	$240,900
D. Historic Resources Reserve	$0
E. Open Space Reserve	$240,900

or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

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

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CAPITAL ARTICLES

ARTICLE 39: RESCIND DEBT AUTHORIZATIONS

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

Project	Town Meeting	Article	Authorized	Rescind
Public Safety Building Roof	2008 ATM	36	$535,000	$61,500
Rte 128 Water Main Relocation	2006 ATM	71	$3,000,000	$735,000
Total				$796,500

or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

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

ARTICLE 40: APPROPRIATE FOR GENERAL FUND CASH CAPITAL

To see if the Town will vote to raise and/or transfer and appropriate a sum for General Fund Cash Capital, to be spent under the direction of the Town Manager, $500,000 to be transferred from Overlay Surplus and $534,584 to be transferred from Free Cash; or take any other action relative thereto:

General Fund	Description	Recommended	Amendment
General Government	Election Equipment	**$ 85,000**	
General Government	Network Hardware Servers & Switches	**$ 30,000**	
Public Facilities	Core Fleet	**$ 33,600**	
Public Facilities	Energy Efficiency Upgrade Improvements	**$ 113,078**	
Public Facilities	Facilities Maintenance Program	**$ 465,750**	
Public Facilities	Underground Storage Tank Removal	**$ 28,500**	
Public Facilities	Pollard School Telephone System	**$ 53,000**	
Public Facilities	Portable Generator	**$ 61,250**	

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General Fund	Description	Recommended	Amendment
Public Safety	Core Fleet (Building)	**$ 45,042**	
Public Safety	Core Fleet (Fire)	**$ 49,200**	
Public Safety	Heart Monitor/Defibrillator	**$ 27,500**	
Public Safety	Wireless Municipal Radio Master Box	**$ 164,000**	
Public Schools	Furniture & Equipment	**$ 79,250**	
Public Schools	High School Radio System	**$ 37,275**	
Public Schools	School Copier Replacement	**$ 59,620**	
Public Schools	Technology	**$ 633,800**	
Public Works	Core Fleet	**$ 387,000**	
Public Works	Two Way Radio Upgrade	**$ 47,700**	
Public Works	Small Specialty Equipment	**$ 130,800**	
Public Works	Snow & Ice Equipment	**$ 210,300**	
	Total Appropriation	**$ 2,741,665**	

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

Election Equipment *The purpose of replacing the Accuvote Electronic Voting System is to update and replace the Town's current voting system purchased in 1994. These machines and the black plastic ballot boxes that hold the machines are currently 19 years old and are beginning to require more and more frequent repairs. There are currently 11 Accuvote machines – one for each of the ten precincts plus one spare machine. Both the read heads and scanner cannot be upgraded due to the age of the equipment. The new Accuvote Voting Machines will have more features. The ballot boxes will be smaller making storage more convenient and accessibility at the polls will be easier. Absentee voters will no longer require special marking pens in order to vote thus making voting easier. Within the next few years, all the machines will be handicapped accessible. The new DS200 Voting Machine is the next generation Optical Scan voting equipment. This voting machine will have a paper ballot and the memory cards have been replaced with memory sticks. Approval of new equipment by the Elections Division of the Secretary of the Commonwealth is required, and has not yet been granted.*

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

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

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

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

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

Underground Storage Tank Removal *This funding will enable the Department of Public Facilities to remove the underground fuel storage tank behind the Police Station. Public safety vehicles will utilize the fueling station at the Department of Public Works. This request includes potential clean up should there be any contamination. The removal is required both because of the age of the facility and the need to redesign the boundary of the Police Station parking lot and the new parking lot on land acquired by the Town.*

Pollard Telephone System Replacement *This request will fund the upgrade of the telephone system at the Pollard Middle School to a more modern system. There are presently more telephone users at the Pollard than the current equipment can handle, and the manufacturer no longer supports the existing equipment. This system has required frequent repairs and has caused intermittent disruption of phone service to the building occupants. This request would include rewiring areas where appropriate and procuring and installing the new system.*

Portable Generator *It has been determined by emergency planning personnel that the new Senior Center will be an ideal location for use as a respite shelter for residents during power outages. This request will fund the purchase of a 100kW portable generator that can be temporarily installed at the*

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Senior Center to ensure comfort and safety to those occupying the site. The Center has been designed to accommodate the use of an external, portable generator.

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

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

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

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

Heart Monitor/Defibrillator *This request is to replace a 12 Lead Cardiac Heart Monitor/Defibrillator with a new 15 Lead Cardiac Heart Monitor/ Defibrillator. The older of the two current units is 8 years old, and due to advancements in technology it will become obsolete in 2013. It is anticipated that replacement parts will no longer be available. The Department's second unit is approximately four (4) years old, and is scheduled for similar replacement in FY2016. These monitors/defibrillators are required by the State Office of Emergency Medical Services (OEMS), as a licensing component of the Town's Advanced Life Support (ALS) ambulance, and are essential to the provision of emergency services.*

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

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security/intrusion, and any other alarm or status that uses a contact closure. Wireless systems are more reliable in storm conditions when often times overhead lines are out of service. Once the wireless system is complete, the Fire Department will evaluate the continued need for staffing and equipment in the Fire Alarm Division.

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

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

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

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

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

Needham High School Radio System *This funding will support the purchase and installation of a radio repeater, antenna and 25 portable radios at Needham High School, for the purpose of implementing a unified and reliable administrative radio system for communicating during lockdowns and emergencies. Currently, a limited number of two-way radios are in use. However, the existing equipment is aged and does not possess the power or range necessary for building-wide communication. The funding will increase the number of functioning radios so that all personnel can communicate in an emergency. The purchase includes: a radio repeater, programming for the repeater, UHF antenna system, two and four-way portable radios, spare batteries, set up, programming and tuning, FCC licensing & frequency coordination.*

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School Copier Replacement *Photocopiers are located in all of the schools and the administration building, and are used both by administrative and teaching staff. Teachers use the machines to reproduce classroom materials, including homework sheets, exams, teaching packets, etc. Currently, the School Department owns 44 copiers and 4 RISO duplicating machines. Copier replacement is planned on a lifecycle analysis, which projects when a copier should be replaced based on actual usage and the manufacturer's total estimated capacity. Copiers that are heavily used are replaced more frequently than copiers that are lightly used. A seven-year maximum duty life is assumed for most machines, even if they have not yet reached maximum copy allowances, given the additional operating expense associated with servicing and maintaining older equipment, as well as the difficulty in obtaining replacement parts. This analysis assumes that copiers are re-deployed around the District, as needed, to match copier use with equipment capacity. The requested funding will support the replacement of eight (8) copiers/RISO machines.*

School Technology

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

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

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

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

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conversion to Apple's new operating system, Lion, on the hundreds of software packages owned by the District.

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

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

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

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

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

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

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

ARTICLE 41: APPROPRIATE FOR POLLARD BOILER REPLACEMENT

To see if the Town will vote to raise and/or transfer and appropriate the sum of $800,000, to be spent under the direction of the Permanent Public Building Committee/Town Manager, and to meet this appropriation the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow said sum under M.G.L., Chapter 44, Section 7; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: This request will fund the replacement of the two (2) boilers in the back boiler room of the Pollard Middle School with three (3) high efficiency condensing boilers. Currently, the building is designed to operate with two (2) boiler rooms with two (2) boilers in each of those rooms. These boiler rooms are presently oversized, and there have been logistical problems with running the boilers in both of these rooms simultaneously. An inability to successfully run boilers in both rooms simultaneously does not allow for sufficient redundancy should any failure in one of these boilers occur. Upgrading the front boiler room with three (3) high efficiency boilers and removing the boilers in the back boiler room will allow the front boiler room to carry the heating load of the entire building without any of the problems currently being experienced. The current boilers are over twenty (20) years old, and are becoming problematic. The new boilers will be designed for natural gas and will increase the energy efficiency of the heating systems at the Pollard School. This project should be eligible for NStar energy efficiency rebates to offset the cost of buying a more efficient model. The project also includes funding for the removal of the current oil tank at the Pollard School. The elimination of underground fuel storage reduces the Town's liability in case of leakage or tank failure.

ARTICLE 42: APPROPRIATE FOR PUBLIC WORKS INFRASTRUCTURE PROGRAM

To see if the Town will vote to raise and/or transfer and appropriate the sum of $600,000 for improvements and repairs to the Town's infrastructure including but not limited to roads, bridges, sidewalks, intersections, drains, brooks and culverts, to be spent under the direction of the Town Manager, and to meet this appropriation the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow said sum under M.G.L., Chapter 44, Section 7; or take any other action relative thereto.

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

Article Information:

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Street Resurfacing *The purpose of this program is to improve the structural and surface integrity of the Town's miles of accepted streets. The primary strategy of this program is asphalt paving and incidental work, such as asphalt berm curb, new grass shoulders, corner reconstruction including handicapped ramps, minor drainage improvements, street sign replacement, traffic markings and signs.*

Traffic Signal & Intersection Improvements *This program funds traffic signal and intersection improvements, and new traffic signal installations. Unless circumstances dictate otherwise, FY2014 funding is proposed for Forest Street at Central Avenue.*

Combined Sidewalk Program *This Program funding addresses the failing network of sidewalks throughout the community. There are over 160 miles of accepted sidewalks in Needham. Over half of the Town's sidewalks do not comply with current standards and require significant improvements including the installation of handicapped ramps. Sidewalk improvements must comply with Federal and State laws and construction standards.*

Storm Drain Capacity Improvements *This program provides funding to improve roadway drainage capacity. The Town has identified and prioritized a number of areas throughout Needham where improvements are required to resolve flooding problems and illicit discharge. These measures include installation of additional storm drains, and storm drain replacement, extension, and capacity increases.*

Brooks and Culvert Repair and Maintenance *This repair and maintenance program was developed to address flooded and poor draining brooks, streams, waterways and culverts throughout the Town that have been severely damaged by heavy rains/storms. Proposed work includes cleaning and debris removal and restoration of retaining walls. Unless circumstances require otherwise, FY2014 funding will be directed to continued wall repair along Rosemary Brook.*

ARTICLE 43: APPROPRIATE FOR DPW COMPLEX RENOVATIONS

To see if the Town will vote to raise and/or transfer and appropriate the sum of $1,120,000 for construction of garage bays and associated site improvements at the DPW Complex, to be spent under the direction of the Permanent Public Building Committee/ Town Manager, and to meet this appropriation the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow said sum under M.G.L., Chapter 44, Section 7; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The recently completed Public Services Administration Building was occupied by the DPW in November 2011, eliminating the space problems and air quality issues experienced on the second floor of the current DPW Operations Building. However, deficiencies continue to exist throughout the 470 Dedham Avenue building internally and the DPW site externally. Ultimately the expansion and renovation of the DPW Operations Building and site, referred to as DPW Phase II, will be required to address both storage space for equipment and storm water quality issues. In FY 2013, Town Meeting appropriated $40,000 for a feasibility study of the proposed DPW storage garage. The work proposed for FY2014 is the construction of six garage bays. The work addresses part of the storage space needs for DPW equipment and will provide for enclosed vehicle coverage. The project is proposed for funding through tax levy supported debt ($400,000) and Water and Sewer Enterprise Funds ($700,000).

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ARTICLE 44: APPROPRIATE FOR RTS ENTERPRISE FUND CASH CAPITAL

To see if the Town will vote to raise and/or transfer and appropriate the sum of $218,100 for RTS Enterprise Fund Cash Capital, to be spent under the direction of the Town Manager, and that $110.000 be transferred from Article 51 of the 2009 Annual Town Meeting and that $108,100 be transferred from RTS Enterprise Fund retained earnings; or take any other action relative thereto:

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

Article Information:

Large Specialty Equipment *Public Works specialty equipment consists of power-assisted equipment or other specialized tools used by the Department in the performance of its work. The vehicle scheduled to be replaced in FY2014 is a truck with a tilt frame that loads and unloads roll-off containers. The roll-off is used to move the trash and recycling materials around the RTS yard. [source of funds]*

Unit	Division	Year	Description – Existing	Description – Request	Miles	Cost
42	RTS	1999	Roll-Off	Same	N/A	$218,100

ARTICLE 45: APPROPRIATE FOR RTS CONSTRUCTION EQUIPMENT

To see if the Town will vote to raise and/or transfer and appropriate the sum of $324,400 for RTS Construction Equipment, to be spent under the direction of the Town Manager, and to meet this appropriation the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow said sum under M.G.L., Chapter 44, Section 7; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The construction equipment proposal is for the replacement of the waste handler. The waste handler is a track style machine used to grind and compact trash in the tipping floor building. This provides compacted materials for hauling.

Unit	Division	Year	Description – Existing	Description – Request	Miles	Cost
105	RTS	1998	Waste Handler	Same	N/A	$324,400

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ARTICLE 46: APPROPRIATE FOR SEWER ENTERPRISE FUND CASH CAPITAL

To see if the Town will vote to raise and/or transfer and appropriate the sum of $647,900 for Sewer Enterprise Fund Cash Capital, to be spent under the direction of the Town Manager, said sum to be transferred from Sewer Enterprise Fund retained earnings; or take any other action relative thereto:

Group	Description	Recommended	Amendment
Sewer	Core Fleet	**$ 47,900**	
Sewer	Infiltration & Inflow Program	**$ 600,000**	
	Total Appropriation	**$ 647,900**	

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

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

Unit	Division	Year	Description – Existing	Description – Request	Miles	Cost
94	Sewer	2008	4WD F250 with Utility Body	Same	75,314	$47,900

Sewer System Rehabilitation Infiltration and Inflow Removal Programs *This request is for the second phase of the study of Infiltration and Inflow (I/I) in the existing sewer system. The Town of Needham, along with numerous other communities, is under Administrative Orders from the DEP to identify and remove Infiltration and Inflow (I/I) in existing sewer systems. Infiltration is defined as groundwater or storm water runoff that enters the system thru deteriorated pipe or manhole structures that by definition need to be repaired. Inflow is defined as clean, non-septic water, which is introduced to the system. This water is generally produced by residential sump pumps that drain basements. The on-going infiltration study will identify the areas of the collection system that are contributing high volumes of I/I into the system. On the basis of volumes of flow and knowledge of local sewer system overflows (SSO) or basement flooding, a new order of priority will be established to determine the scheduling of the engineering, design and remediation work. The master plan that the Sewer Division is using to identify areas of work is outdated. The first phase of the current study was funded in fiscal year 2013 and included engineering, and permanent and portable flow meter installation. The components of the second phase include engineering ($100,000) and closed circuit TV services ($500,000).*

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ARTICLE 47: APPROPRIATE FOR WATER ENTERPRISE FUND CASH CAPITAL

To see if the Town will vote to raise and/or transfer and appropriate the sum of $1,563,100 for Water Enterprise Fund Cash Capital, to be spent under the direction of the Town Manager, said sum to be transferred from Water Enterprise Fund retained earnings; or take any other action relative thereto:

Group	Description	Recommended	Amendment
Water	Small Specialty Equipment	**$ 57,300**	
Water	Filter Media Replacement	**$ 115,000**	
Water	Irrigation Supply Feasibility Design	**$ 80,000**	
Water	SCADA System Upgrade	**$ 435,000**	
Water	System Rehabilitation Program	**$ 715,800**	
Water	Service Connections	**$ 160,000**	
	Total Appropriation	**$ 1,563,100**	

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:
Small Specialty Equipment *This program provides funding to purchase new and replace existing Public Works specialty equipment. This equipment is critical for the efficient operation of the Department's maintenance programs. The purchase of this equipment will increase productivity and expand the use of maintenance dollars. Unless circumstances require otherwise, the equipment scheduled to be replaced in FY2014 is a Vac. Tech Trailer. The Vac. Tech Trailer is used to wash down and vacuum debris from water gate shut-offs and also to exercise gate valves.*

Unit	Division	Year	Description – Existing	Description – Request	Miles	Cost
160	Water	2006	Vac. Tech Trailer	Same	N/A	$57,300

Filter Media Replacement *Filter media is used for manganese removal at the Charles River Water Treatment Facility. FY2014 represents the second year of the five year replacement cycle using a synthetic product as a substitute for natural greensand.*

Irrigation Supply Facility Design *This feasibility study will determine the potential yield of the two previously abandoned wells that are located at 480 Dedham Ave. These wells were originally abandoned due to water quality issues, but the water produced from these wells would be acceptable for irrigation. This study will determine if these wells will provide sufficient water to supply the DeFazio Playfields, Pollard Playfields, and the Needham Golf Club. The potential benefit of this project is reduced reliance on potable water - produced both by the Town and the MWRA - for irrigation. The study will provide an estimated cost for construction and potential revenue generation if the project is feasible.*

SCADA System Upgrade *The purpose of this request is to update the existing SCADA system, add a power monitoring system, and install a video monitoring system. A design study was conducted in the*

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fall of 2012 for this system. SCADA is an acronym that stands for Supervisory Control and Data Acquisition. The Town's Water SCADA System collects data from various sensors at the Charles River Water Treatment Plant as well as remote locations throughout the system. The data is then sent to a central computer which efficiently manages and controls the operations of the entire Water System. The current SCADA system is outdated. It communicates through copper communications lines owned and services by Verizon. These lines are unreliable and have resulted in an increase in communications failures over time. This new system will utilize a different method of communication which will make the system more reliable and efficient. Additionally, this project will include replacing the PLCs. These are programmable logic converters for the remote terminal units that relay information. A power monitoring system is being included as part of this upgrade for the primary pumps associated with the Town's Water facilities. This system will increase the efficiency of the operations and reduce energy consumption. This project will also include the installation of video monitoring equipment at water treatment facility and tanks, in accordance with guidance issued by Homeland Security.

Water System Rehabilitation Program *The annual Water System Rehabilitation Program draws from the recommendations of the Water System Master Plan. The master plan recommends that pipes 85 years or older be considered for replacement or relining. This list of older pipes is evaluated and prioritized, and then cross-referenced with work proposed for other utilities, road repairs, or reconstruction. Unless circumstances require otherwise, FY2014 funding will support construction of a new eight inch pipe (2,500 linear feet) on Grant Street from Junction Street to Dedham Avenue.*

Service Connections *The purpose of this program is to remove old iron pipe water services that contain lead from the water distribution system. Old iron and lead water services are replaced prior to a road reconstruction/paving project. If the water service connections are not replaced, an element of the subsurface infrastructure is susceptible to failure before the useful life of the reconstructed roadway has been realized. The FY2014 funding will provide approximately one year's value of water service replacements, which will fall in line with the road resurfacing program schedule.*

ARTICLE 48: APPROPRIATE FOR ST. MARY'S PUMP STATION

To see if the Town will vote to raise and/or transfer and appropriate the sum of $5,565,100 for the renovation or reconstruction of the St Mary's Pumping Station, to be spent under the direction of the Permanent Public Building Committee/Town Manager, including without limitation all costs thereof as defined in Section 1 of M.G.L. Chapter 29C, and that to meet this appropriation the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow said sum under M.G.L. Chapter 44, Chapter 29C or any other enabling authority; that the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow all or a portion of the amount from the Massachusetts Water Pollution Abatement Trust (MWPAT) established pursuant to M.G.L. Chapter 29C and/or the Massachusetts Water Resources Authority (MWRA) and in connection therewith, to enter into a loan agreement and/or security agreement with the MWPAT and/or loan agreement and financial assistance agreement with the MWRA with respect to such loan; that the Town Manager be authorized to contract with the MWPAT, the MWRA and the Department of Environmental Protection with respect to such loan and for any federal, state or other aid available for the project or for the financing thereof; that the Town Manager is authorized to enter into a project regulatory agreement with the Department of Environmental Protection; and that the Town Manager is authorized to expend all funds available for the project; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

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Article Information: The St. Mary's Pump Station, built in 1957, was designed to pump potable water from the MWRA aqueduct to supplement the Town's demand for water. There are five pumps located within the station; however only two of the pumps are operable, resulting in less capacity than the permitted 6.5 million gallons per day (mgd). This request will provide necessary improvements - either renovation or total reconstruction - to meet future water demands, and to ensure the station has emergency back-up electrical power. The budget includes design and engineering, project management, contract management, owner's expenses, site development, general contractor, heavy equipment, F, F&E, and technology. Town Meeting previously appropriated $490,000 for design and engineering.

TOWN RESERVE ARTICLES

ARTICLE 49: APPROPRIATE TO ATHLETIC FACILITY IMPROVEMENT FUND

To see if the Town will vote to raise, and/or transfer and appropriate the sum of $50,450 to the Athletic Facility Improvement Fund, as provided under Chapter 46 of the Acts of 2003, and as further amended by Section 19 of Chapter 140 of the Acts of 2003, said sum to be raised from the tax levy; or take any other action relative thereto.

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

Article Information: The 2012 Annual Town Meeting authorized the creation of an athletic facility stabilization fund to set aside capital funds for renovation and reconstruction of the Town's athletic facilities, particularly Memorial and DeFazio, which were renovated as part of a remarkable public/private partnership at a cost of more than $7 million. The December 31, 2012 balance in the fund was $283,020.

ARTICLE 50: APPROPRIATE TO CAPITAL IMPROVEMENT FUND

To see if the Town will vote to raise, and/or transfer and appropriate a sum to the Capital Improvement Fund, as provided under M.G.L., Ch. 40, Sec. 5B as recently amended by Section 14 of Chapter 46 of the Acts of 2003 and Section 19 of Chapter 140 of the Acts of 2003, said sum to be raised from the tax levy; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Explanation: Under Article 58 of the May 2004 Annual Town Meeting, the Town voted to establish the General Fund Cash Capital Equipment and Facility Improvement Fund for the purpose of setting aside funds for future capital investment. Over time, as the fund grows and is supported, it will be one of the tools in the overall financial plan of the Town. Maintaining and supporting such funds is looked upon favorably by the credit rating industry. The December 31, 2012 balance in the fund was $648,336.

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ARTICLE 51: APPROPRIATE TO CAPITAL FACILITY FUND

To see if the Town will vote to raise and/or transfer and appropriate a sum to the Capital Facility Fund as provided under the provisions of M.G.L. Chapter 40, Section 5B as amended by Section 14 of Chapter 46 of the Acts of 2003, and as further amended by Section 19 of Chapter 140 of the Acts of 2003, said sum to be raised from the Tax Levy; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: Established at the 2007 Annual Town meeting, this fund is intended to be part of the Town's planning strategy for addressing capital facility maintenance needs by providing a reserve to address extraordinary building repairs and related expenses at times when other resources are unavailable. The purpose of this fund is to allow the Town, from time to time, by appropriation, to reserve funds for design, maintenance, renovation or reconstruction relating to the structural integrity, building envelope or MEP (mechanical, electrical, plumbing) systems of then existing capital facilities. The December 31, 2012 balance in the fund was $1,292,178.

ARTICLE 52: OMNIBUS

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

INSERTED BY: Board of Selectmen

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

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

Given under our hands at Needham aforesaid this 27th day of February, 2013.

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

Selectmen of Needham

a true copy
ATTEST

DRAFT 3.15.2013

Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 3/19/2013

Agenda Item	Special Election
Presenter(s)	Board Discussion

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**		
The Board will discuss the process for filling the vacancy on the Board of Selectmen created by the untimely death of Jerry Wasserman.			
2.	**VOTE REQUIRED BY BOARD OF SELECTMEN**	**YES**	**NO**
Suggested Motion: That the Board of Selectmen vote to call for a Special Town Election to be held on Tuesday, June 25, 2013 for the purpose of filling the vacancy on the Board of Selectmen until the Annual Town Election on April 8, 2014.			
3.	**BACK UP INFORMATION ATTACHED**	**YES**	**NO**
a. M.G.L. c. 41 Section 10			

Print

PART I ADMINISTRATION OF THE GOVERNMENT
(Chapters 1 through 182)

TITLE VII CITIES, TOWNS AND DISTRICTS

CHAPTER 41 OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS

Section 10 Failure to elect; procedure to fill vacancy; notice

Section 10. If there is a failure at an election to choose a town officer, except a selectman, or if a person chosen shall not accept such office, or if a vacancy shall occur, the town may at any meeting elect a person to such office.

If, at an election of town officers for which official ballots are used, there is a failure to elect a town officer, he may be elected at an adjourned or succeeding meeting; and ballots shall be prepared and furnished for such meeting, containing the nominations already made and such as may subsequently be made for the office.

The proceedings in such election and the qualifications of a person to be elected or appointed in case of failure to elect, refusal to accept or vacancy shall be the same as in an original election.

If there is a failure to elect or a vacancy occurs in the office of selectman, the remaining selectmen or selectman may call a special election to fill the vacancy and shall call such election upon the request in writing of two hundred registered voters of the town, or twenty per cent of the total number of registered voters of the town, whichever number is the lesser; provided, that such request is filed with them or him not less than one hundred days prior to the date of the next annual election.

If there is a resignation of a town officer creating a vacancy at some later time certain, and such resignation is filed with the town clerk in accordance with the provisions of section one hundred and nine, said town clerk shall certify a vacancy shall occur at the later time certain and the board of selectmen may call a special election as provided in this section; provided, however, that no such election may be held prior to the effective date of the resignation creating such vacancy.

No election shall be held for any office pursuant to this section unless the selectmen file with the town clerk notice of an election for such office not less than fifteen days before the last day to submit nomination papers to the registrars of voters for certification, before the election or any preceding primary, caucus, or preliminary election.

Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 3/19/2013

Agenda Item	Town Manager Performance Evaluation
Presenter(s)	Board Discussion

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**		
In accordance with its policies, the Board of Selectmen prepares an annual performance evaluation of the Town Manager. Each member of the Board completes his or her own evaluation. The individual evaluations are then compiled into a consensus evaluation overview document which contains the numerical average for each point of evaluation and a summary of overall evaluation comments. Board policy calls for the overview to be released at a meeting of the Board of Selectmen.			
2.	**VOTE REQUIRED BY BOARD OF SELECTMEN**	**YES**	**NO**
Suggested Motion: That the Board vote to approve the Town Manager Consensus Evaluation Overview Document dated March 19, 2013.			
3.	**BACK UP INFORMATION ATTACHED**	**YES**	**NO**
a. Town Manager Consensus Evaluation Overview Document b. Board of Selectmen Town Manager Evaluation Policy (BOS-PERS-004)			

Town of Needham/Board of Selectmen
TOWN MANAGER CONSENSUS EVALUATION OVERVIEW DOCUMENT
March 19, 2013

In accordance with its policies, the Board of Selectmen prepares an annual performance evaluation of the Town Manager. Each member of the Board completes his or her own evaluation. The individual evaluations are then compiled into a consensus evaluation overview document which contains the numerical average for each point of evaluation and a summary of overall evaluation comments. Board policy calls for the overview to be released at a meeting of the Board of Selectmen.

Rating Criteria:

Unsatisfactory (1)	The Manager's work performance is inadequate and inferior to the standards of performance required for the position.
Improvement Needed (2)	The Manager's work performance does not consistently meet the standards of the position.
Meets Expectations (3)	The Manager's work performance consistently meets the standards of the position.
Exceeds Expectations (4)	The Manager's work performance is frequently or consistently above the level of a satisfactory employee.
Excellent/Highly Comendable (5)	The Manager's work performance is consistently excellent when compared to the standards of the job.

Note: Under the circumstances of this year, individual evaluations were completed by four members. On some individual items, there were only three numerical responses from members; those items are shown with the average of the numerical responses followed by an asterisk (*).

1. Personal Characteristics

a. Exhibits honest and ethical behavior. **(5)**
b. Acts in a fair and equitable manner. **(5)**
c. Effectively deals with unforeseen issues and problems.**(5)**
d. Shows resilience by maintaining energy and motivation despite constant demands.Responds well to stressful situations. **(5)**
e. Displays creativity, innovation, flexibility and appropriate risk taking. **(5)**

Member Comment:

Ms. Fitzpatrick's personal characteristics are above reproach. She has strengthed her characteristics under "c" over the last year, as well.

2. Professionalism
a. Is fully knowledgeable and committed to the field of local government management. **(5)**
b. Seeks to enhance skills and abilities through educational opportunities. **(5*)**
c. Actively participates in professional municipal management organizations. **(5)**
d. Encourages staff training and development. **(5*)**

3. Public Relations/Communications
a. Projects a positive image in the community. **(5)**
b. Is reasonably open and available to the public/responsive to citizen complaints or requests. **(5)**
c. Communicates effectively to the media. **(5)**
d. Keeps the citizenry informed of current issues in Town government. **(4.75)**

Member Comment:

[re: d.] I know that the Town is expanding its social media presence and would like to see greater use this year and greater use of Notify Me for other boards and committees.

4. Board Support/ Relations
a. Offers professional advice to the Board, including appropriate alternatives and recommendations,based upon thorough study and analysis. **(5)**
b. Implements policy matters and other directives adopted by the Board of Selectmen. **(5)**
c. Keeps Board members informed of issues and activities in Town government and in the community. **(4.75)**
d. Listens and understands Selectmen concerns. **(5)**
e. Maintains a professional working relationship with the Board, promoting a climate of mutual respect and trust. **(5)**

Member Comment:

Ms. Fitzpatrick is the height of tact. She is responsive and a colleague in all of the important ways that make a board a true partner.

5. Community Leadership
a. Provides leadership within the community by being visible and approachable. **(5)**
b. Maintains good communications with the business community. **(5)**
c. Supports and recognizes the efforts of volunteer citizens and groups. **(5)**
d. Maintains effective communications with other communities, state agencies, and municipal organizations. **(5)**
e. Maintains effective communications with state and federal elected representatives. **(5*)**

Member Comment:

Ms. Fitzpatrick maintains effective partnerships with all of the external organizations which affect the interests of Needham.

6. Organizational Leadership/Personnel Management
a. Provides leadership, motivation and support within the organization. **(5)**
b. Effectively delegates tasks and assignments. **(5*)**
c. Builds and motivates a team, providing direction and monitoring/adjusting performance as required. **(5)**
d. Assures selection for employment of the best-qualified personnel. **(5*)**
[e.] Assures systematic performance evaluation of staff in the organization. **(5*)**
[f.] Establishes high standard of performance for all managers; recognizes, develops, and utilizes their leadership abilities. **(5*)**
[g.] Effectively leads collective bargaining efforts with unions; keeps the Board information on progress.**(5)**
[h.] Strives to maintain good staff morale and maintains open, honest and professional relationships with staff. **(5)**

Member Comment:

Ms. Fitzpatrick captains a harmonious, well directed town government and is effective in meeting the goals set by her board of Selectmen.

I assume b, d, e, f are excellent, I just don't oversee these types of day to day activities to comment.

7. Financial Management
a. Prepares a timely and realistic annual budget proposal in a manner that promotes full understanding of issues and needs. **(5)**
b. Employs sound fiscal management practices for the development of the operating and capital budget recommendations. **(5)**
c. Effectively monitors and controls budget expenditures. **(5)**
d. Provides complete and accurate financial information to facilitate budget deliberations. **(5)**
e. Creatively manages available resources to increase productivity and efficiency. **(5)**
f. Develops and maintains a long-term financial plan for the Town. **(5)**

Member Comment:

The budget process works as well as could ever be expected. There is a strong collaborative effort that results in a consensus of all of the players coming into the Annual Town Meeting.

8. Planning and Organization
a. Creates and facilitates an environment for long-range and strategic planning. **(5)**
b. Develops proposals for cost effective reorganization of Town operations. **(5)**
c. Establishes appropriate goals and objectives for performance. **(5)**

Overall Rating

Overall, the Town Manager performs at the following level: **(5)**

Member Comments:

A. Comments

- Needham continues to benefit from having such an excellent Town Manager.
- I have greatly enjoyed working with Kate this year. I am impressed how she is available to meet outside of meetings to handle questions and concerns. Her ability to balance the needs of the Selectmen and Town Staff is impressive and the fiscal management is thoughtful and well planned. I look forward to continuing our work on the future goals and I am proud of the long list of goals that Kate has helped us achieve.
- Kate continues to do outstanding work for the Town and is a leader in her field.

B . Recognized Strengths

- The Town Manager is knowledgable, credible, tactful and an effective and proactive team leader and builder. She expects, and gets and gives loyalty to her team and gets the job done in a way that credits the Board and the Town.

C. Areas for Improvement

- We need to involve affected citizens in our processes.

Town Manager Performance Evaluation Form
Acknowledgement of Receipt

This is to acknowledge the fact that the performance review was conducted by the Board of Selectmen in accordance with the procedures and that the Town Manager has received the overview document with the compilation of scores.

BOARD OF SELECTMEN

_____

_____

_____

_____

_____

Date:_____

TOWN MANAGER

_____

Date:_____

Board of Selectmen

Policy Number:	BOS-PERS-004
Policy:	Town Manager Evaluation
Date Approved: **Date Revised:**	December 21, 2010
Approved:	Chairman, Board of Selectman

POLICY AND PURPOSE

The purpose of this evaluation instrument is to formally appraise the Town Manager's performance on an annual basis. The document allows the Board of Selectmen to assess the Town Manager's performance in management practices and in the accomplishment of goals. Through the evaluation procedure, Board members will recognize strengths, offer positive feedback, and suggest any areas that require corrective action.

Individual performance evaluation forms prepared by members of the Board of Selectmen are considered work product/personal documents, and shall not be publicly released. The only document to be released will be an overview document, compiling the scores and comments, prepared by the Chair or his or her designee.

PROCEDURE

1. The period of evaluation is July 1 through June 30.

2. The Town Manager will submit a narrative self-evaluational including a a report on goal achievement. A copy of the report and a blank evaluation form will be distributed to each Board member at that time.

2. Board members will complete their evaluations and give them to the Chairman by a date set by the Chairman.

3. The Chairman or his or her designee will compile scores from individual reviews and develop a consensus overview document.

4. The Chairman will give the individually completed performance evaluation forms to the Director of Human Resources who will place them in the Town Manager's personnel file.

5. Board members may meet individually with the Town Manager to discuss aspects of the performance review document.

6. The Chairman will provide the other Board members and the Town Manager with the consensus evaluation overview document at least one week prior to the date at which the document will be publicly released.

6. The overview document will be released by the Chair at a public meeting of the Board of Selectmen.

Town of Needham
Town Manager Performance Evaluation Form

Instructions
A space has been provided for each statement within the performance areas. Check the number which most accurately reflects the level of performance for the factor. If you did not have an opportunity to observe or make a determination on a particular factor, please indicate so in the N/A space.

Rating Scale (1-5)

Unsatisfactory (1)	The Manager's work performance is inadequate and inferior to the standards of performance rqeuried for the position.
Improvement Needed (2)	The Manager's work performance does not consistently meet the standards of the position.
Meets Expectations (3)	The Manager's work performance consistently meets the standards of the position.
Exceeds Expectations (4)	The Manager's work performance is frequently or consistently above the level of a satisfactory employee.
Excellent/Highly Comendable (5)	The Manager's work performance is consistently excellent when compared to the standards of the job.

1. Personal Characteristics	**1**	**2**	**3**	**4**	**5**	**N/A**
a. Exhibits honest and ethical behavior.	☐	☐	☐	☐	☐	☐
b. Acts in a fair and equitable manner.	☐	☐	☐	☐	☐	☐
c. Effectively deals with unforeseen issue and problems.	☐	☐	☐	☐	☐	☐
d. Shows resilience by maintaining energy and motivation despite constant demands. Responds well to stressful situations.	☐	☐	☐	☐	☐	☐
e. Displays creativity, innovation, flexibility and appropriate risk taking.	☐	☐	☐	☐	☐	☐
Comments:						

2. Professionalism	1	2	3	4	5	N/A
a. Is fully knowledgeable and committed to the field of local government management.	☐	☐	☐	☐	☐	☐
b. Seeks to enhance skills and abilities through educational opportunities.	☐	☐	☐	☐	☐	☐
c. Actively participates in professional municipal management organizations.	☐	☐	☐	☐	☐	☐
d. Encourages staff training and development.	☐	☐	☐	☐	☐	☐
Comments:						

3. Public Relations/Communications	1	2	3	4	5	N/A
a. Projects a positive image in the community.	☐	☐	☐	☐	☐	☐
b. Is reasonably open and available to the public and responsive to citizen complaints or requests.	☐	☐	☐	☐	☐	☐
c. Communicates effectively to the media.	☐	☐	☐	☐	☐	☐
d. Keeps the citizenry informed of current issues in Town government.	☐	☐	☐	☐	☐	☐
Comments:						

4. Board Support/ Relations	1	2	3	4	5	N/A
a. Offers professional advice to the board, including appropriate alternatives and recommendations, based upon thorough study and analysis.	☐	☐	☐	☐	☐	☐
b. Implements policy matters and other directives adopted by the Board of Selectmen.	☐	☐	☐	☐	☐	☐
c. Keeps Board members informed of issues and activities in Town government and in the community.	☐	☐	☐	☐	☐	☐
d. Listens and understands Selectmen concerns.	☐	☐	☐	☐	☐	☐
e. Maintains a professional working relationship with the Board, promoting a climate of mutual respect and trust .	☐	☐	☐	☐	☐	☐

Comments:

5. Community Leadership	1	2	3	4	5	N/A
a. Provides leadership within the community by being visible and approachable.	☐	☐	☐	☐	☐	☐
b. Maintains good communications with the business community.	☐	☐	☐	☐	☐	☐
c. Supports and recognizes the efforts of volunteer citizens and groups.	☐	☐	☐	☐	☐	☐
d. Maintains effective communications with other communities, state agencies, and municipal organizations.	☐	☐	☐	☐	☐	☐
e. Maintains effective communications with state and federal elected representatives.	☐	☐	☐	☐	☐	☐

Comments:

6. Organizational Leadership/Personnel Management	1	2	3	4	5	N/A
a. Provides leadership, motivation and support within the organization.	☐	☐	☐	☐	☐	☐
b. Effectively delegates tasks and assignments.	☐	☐	☐	☐	☐	☐
c. Builds and motivates a team, providing direction and monitoring/adjusting performance as required.	☐	☐	☐	☐	☐	☐
d. Assures selection for employment of the best-qualified personnel.	☐	☐	☐	☐	☐	☐
e. Assures systematic performance evaluation of staff in the organization.	☐	☐	☐	☐	☐	☐
a. Establishes high standard of performance for all managers; recognizes, develops, and utilizes their leadership abilities.	☐	☐	☐	☐	☐	☐
c. Effectively leads collective bargaining efforts with unions; keeps the Board informated on progress.	☐	☐	☐	☐	☐	☐
d. Strives to maintain good staff morale and maintains open, honest and professional relationships with staff.	☐	☐	☐	☐	☐	☐

Comments:

7. Financial Management	1	2	3	4	5	N/A
a. Prepares a timely and realistic annual budget proposal in a manner that promotes full understanding of issues and needs.	☐	☐	☐	☐	☐	☐
b. Employs sound fiscal management practices for the development of the operating and capital budget recommendations.	☐	☐	☐	☐	☐	☐
c. Effectively monitors and controls budget expenditures.	☐	☐	☐	☐	☐	☐
d. Provides complete and accurate financial information to facilitate budget deliberations.	☐	☐	☐	☐	☐	☐
e. Creatively manages available resources to increase productivity and efficiency.	☐	☐	☐	☐	☐	☐
f. Develops and maintains a long-term financial plan for the Town.	☐	☐	☐	☐	☐	☐
Comments:						

8. Planning and Organization	1	2	3	4	5	N/A
a. Creates and facilitates an environment for long-range and strategic planning.	☐	☐	☐	☐	☐	☐
b. Develops proposals for cost effective reorganization of Town operations.	☐	☐	☐	☐	☐	☐
c. Establishes appropriate goals and objectives for performance.	☐	☐	☐	☐	☐	☐
Comments:						

OVERALL RATING	1	2	3	4	5	N/A
Overall, the Town Manager performs at the following level:	☐	☐	☐	☐	☐	☐

Comments:

Recognized Strengths:

Areas for Improvement:

Name of Selectman: _____

This document is based in part on policies of the towns of Ashland and Sudbury, Massachusetts

Town Manager Performance Evaluation Form
Acknowledgement of Receipt

This is to acknowledge the fact that the performance review was conducted by the Board of Selectmen in accordance with the procedures and that the Town Manager has received the overview document with the compilation of scores.

BOARD OF SELECTMEN

_____

_____

_____

_____

_____

Date:_____

TOWN MANAGER

_____

Date:_____

Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 03/19/2013

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

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

Tips certified

ONE DAY SPECIAL LICENSE
TOWN OF NEEDHAM BOARD OF SELECTMEN
EVENT INFORMATION SHEET
(Please complete and attach event flyer or other information.)

Event Manager Name (Name that will appear on license)	Sheila Eisenstadt
Event Manager Address	91 Fairfield St
Event Manager Phone Number	617 833 0203
Organization Representing (if applicable)	Broadmeadow PTC
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	☒ Non-profit ☐ For profit ☐ Proof of non-profit status is attached Form of Proof: _____
Name of Event	It's A "Spring Thing"
Date of Event	April 5, 2013

License is for Sale of:
☒ Wines & Malt Beverages Only
☐ All Alcoholic Beverages (for non-profit groups only)

Requested Time for Liquor License FROM: 6:30 TO: 12 AM

Are tickets being sold in advance for this event? ☒ YES $ /per ticket ☐ NO

Is there an admission fee for this event? ☒ YES $ /per ticket ☐ NO

Are you using dues collected to purchase alcohol for this event? ☒ YES ☐ NO

How many people are you expecting at this event? 125-200

Name & address of event location. Please attach proof of permission to use this facility.

Town Hall - Powers Hall

Who will be serving the alcohol to your guests?

John P Neri Professional Services, 109 Cambridge Turnpike, Lincoln MA.

Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate).

John P. Neri, Sean Neri, and ~~Kee~~ Leo LaFarge (see attached)

Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan.

Tips certified bartender x2 serving beer and wine.

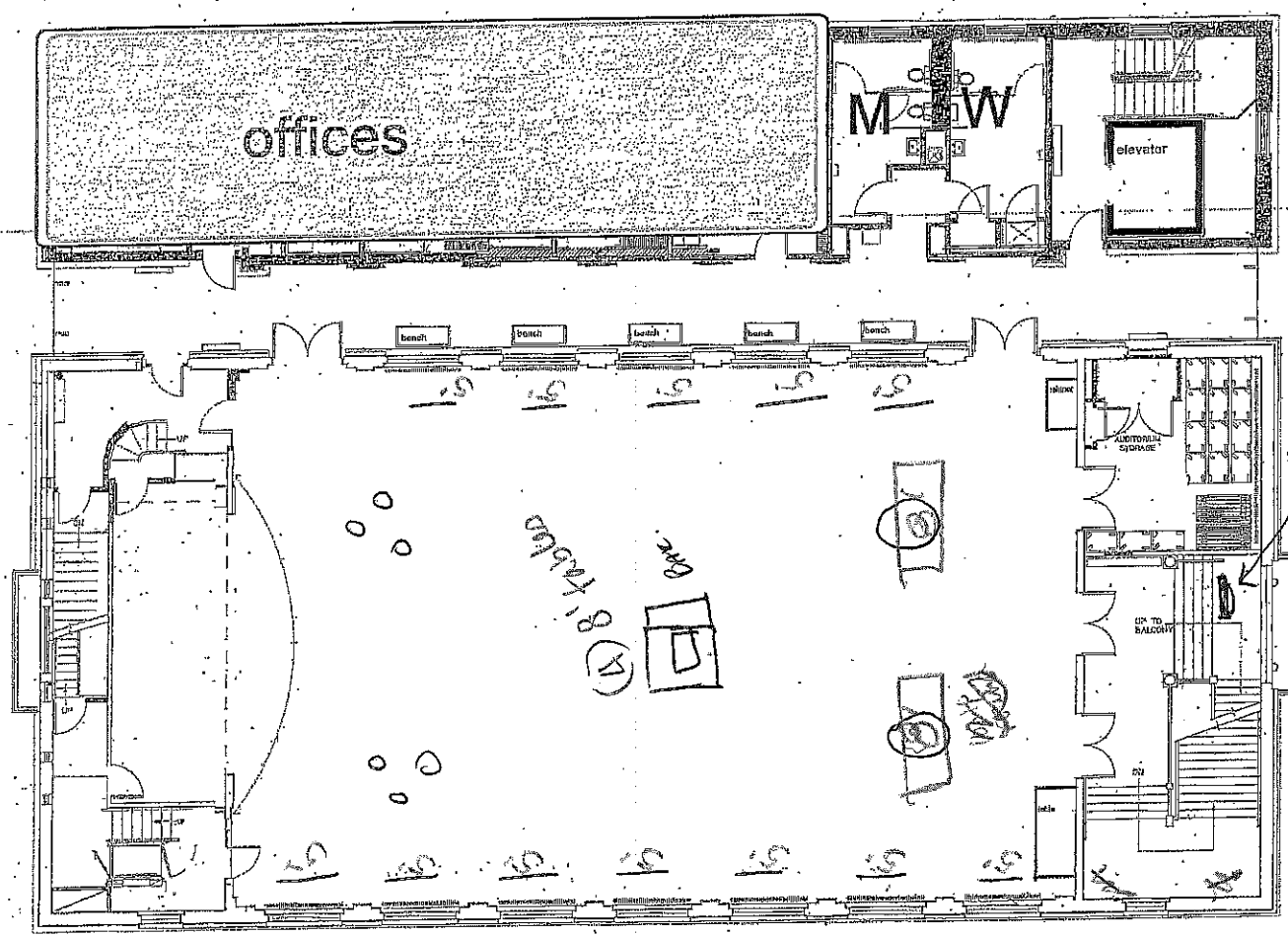
☒ I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (*A person holding a Section 14 license cannot purchase alcoholic beverages from a package store.* (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))

Event Manager Signature: SEC **Date:** 11/4/12

8ft table on first floor for registration *

2 coatracks 1st floor

5' tables auction/food tables



Chairs:
Hall floor can accomodate 330 chairs with center aisle.

Balcony: seats 90 not available for events with alcohol.

Dimensions for hall and stage contained in online regulaions.

Drawing scale will only be accurate when printed on 11"x17" paper at 100%..

James Hugh Powers Hall
Needham Town Hall

NEEDHAM TOWN HALL
Needham, Massachusetts

Scale: 3/32"=1'-0"

Drawing Number:

SKF-2

SAVE THE DATE

Friday April 5th, 2013

"A Spring Thing"

Needham Town Hall
8:00 pm to 11:30 pm

Join the Broadmeadow Community for
an exciting evening of

* Cocktails * Dessert
* Auction * Trivia Games
*Fun with Friends

Evite to follow with event details

PTC

TEAM CERTIFICATION CARD
LEO J LAFARGE

Certification	Level 2	**ID #**	2175714
Issued	3/15/2011	**SSN**	XXX-XX-5714
Expires	3/15/2014	**DOB**	
Account	ARAMARK, B.E.S.T Corp		
Facility	Fenway Park, TD Garden		
Nonprofit	N/A		
Trainer	MARY CRONIN, JOSEPHINE WONG		
Signature			

This card indicates successful completion of the TEAM program. For more information, contact 877-2-TEAM-CO.

RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN
2013 MAR -8 P 12:33

his is your Official TIPS® Certification Card.

rry it with you as evidence of your skills and knowledge in the responsible le and consumption of alcohol.

ongratulations!

By successfully completing the TIPS (Training for Intervention ProcedureS) ogram, you have taken your place in the forefront of a nationwide movement reduce the tragedies resulting from the misuse of alcohol. We value your rticipation in the TIPS program.

You will help to provide a safer environment for your patrons, peers and/or lleagues by using the techniques you have learned and taking a positive proach towards alcohol use.

If you have any information you think would enhance the TIPS program, or we can assist you in any way, please contact us at 703-524-1200. Thank you r your dedication to the responsible sale and consumption of alcohol.

Sincerely,

Adam F. Chafetz
President, HCI

IMPORTANT: Keep a copy of this card for your records. Write down your certification number because you will need it when contacting TIPS. For assistance or additional information, contact Health Communications, Inc. by using the information provided on the reverse side of your certification card. There is a minimal charge for a replacement card if your original card becomes lost, damaged or stolen.

TIPS®

Issued:	On Premise 4/14/2011	SSN:	XXX-XX-XXXX
ID#:	2979033	Expires:	4/5/2014
		D.O.B.:	XX/XX/XXXX

JOHN NERI
109 Cambridge Tpke
Lincoln, MA 01773-1913

For service visit us online at www.gettips.com
Martin D'Apolito, 16823

RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN
2013 MAR -8 P 12:33

TIPS®

Issued:	On Premise 4/14/2011	SSN:	XXX-XX-XXXX
ID#:	2979032	Expires:	4/5/2014
		D.O.B.:	XX/XX/XXXX

SEAN NERI
109 Cambridge Tpke
Lincoln, MA 01773-1913

For service visit us online at www.gettips.com
Martin D'Apolito, 16823

RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN
2013 MAR 18 P 12:33

his is your Official TIPS® Certification Card.

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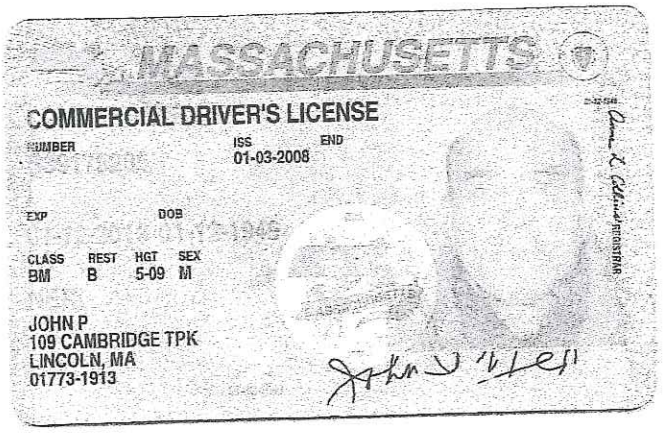

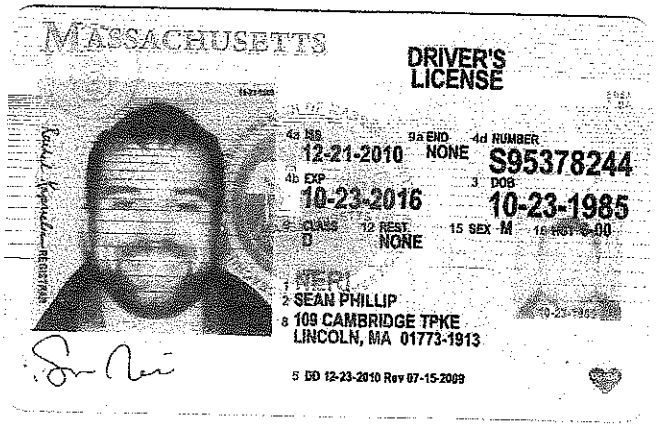
MASSACHUSETTS

DRIVER'S LICENSE

4a ISS 12-21-2010 9a END NONE 4d NUMBER S95378244

4b EXP 10-23-2016 3 DOB 10-23-1985

9 CLASS D 12 REST NONE 15 SEX M 16 HGT 6-00

1 NERI

2 SEAN PHILLIP

8 109 CAMBRIDGE TPKE
LINCOLN, MA 01773-1913

5 DD 12-23-2010 Rev 07-15-2009

TIPS

Issued:	On Premise 4/14/2011	SSN:	XXX-XX-XXXX
ID#:	2979032	Expires:	4/5/2014
		D.O.B.:	XX/XX/XXXX

SEAN NERI
109 Cambridge Tpke
Lincoln, MA 01773-1913

For service visit us online at www.gettips.com
Martin D'Apolito, 16823

WARRANT FOR THE
SPECIAL STATE PRIMARY
The Commonwealth of Massachusetts

TUESDAY, APRIL 30, 2013

Norfolk, ss.

To either of the Constables of the Town of Needham

GREETING:

In the name of the Commonwealth you are hereby required to notify and warn the inhabitants of said town who are qualified to vote in Primaries to vote at their respective voting places in said Town, namely:

PRECINCT A – Hillside School - Gymnasium
PRECINCT B – Hillside School - Gymnasium
PRECINCT C – Newman School – Gymnasium
PRECINCT D – Newman School - Gymnasium
PRECINCT E – Pollard Middle School – Inner Space
PRECINCT F – Stephen Palmer Community Room
PRECINCT G – Broadmeadow School - Gymnasium
PRECINCT H – Broadmeadow School - Gymnasium
PRECINCT I – Wm. Mitchell School – Gymnasium
PRECINCT J – Wm. Mitchell School - Gymnasium

ON TUESDAY, THE THIRTIETH OF APRIL, 2013

From 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the Special State Primaries for the candidates of political parties for the following office:

SENATOR IN CONGRESS . . . . . FOR THE COMMONWEALTH

The Polls Will Be Open From
7:00 A.M. to 8:00 P.M.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said meeting.
Given under our hands this 19th day of March, A.D. 2013.

_____ **DANIEL P. MATTHEW,** Vice *Chairman*
_____ **JOHN A BULIAN,** *Clerk*
_____ **MAURICE P. HANDEL**
_____ **MATTHEW D. BORRELLI**
Selectmen of Needham

A true copy,
ATTEST _____ **2010**
Constable (month) (day)

(Warrant must be posted at least ***seven days prior*** to April 13, 2010)

NEEDHAM TRACK CLUB
www.needhamtrack.org

53 Coulton Park. Needham, MA 02492

RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN
2013 MAR -6 P 2:17

March 4, 2013

Board of Selectmen, Town of Needham

Dear Selectmen,

I am writing to request your consent for the use of public roads in connection with the 23rd running of the **Great Bear Run** on Sunday, **May 5, 2013**. It is once again to be hosted on the grounds of the Pollard Middle School, for which the school department has issued us a permit.

We will have a need to close down parts of Harris Avenue between 10:00 AM and 2:45 pm . The span of Harris Ave in which we must close runs for varying lengths depending on the specific event in progress (between Bradford and Eaton for the children's events and between Bradford and Fair Oaks for the 1 Mile Run / Walk) Other roads used for the extended race course (5K) include Great Plain Ave to South Street to Dedham Ave and Bradford Street. We deploy road marshals along these parts of the course, with a lead police escort.

MORE ON THE GREAT BEAR RUN OF NEEDHAM….

Last year, the race involved roughly 900 participants.

The race will include a Prostate Cancer Walk – and all proceeds from the Great Bear Run will benefit the Prostate Cancer research and the new Cancer Center at Needham Beth Israel.

For the past ten years, this race has been recognized in the "They're the Best" (top 50) road races in the New England / New York area by New England Runner magazine in company with many prestigious races. The unique quality of The Great Bear Run is that its emphasis is on entire families participating.

The Needham Track Club appreciates the support we've received from the school system, and public works department in past races. ***As always, we invite any and all town officials to come to the race as special guests.*** There are plenty of races that can use a distinguished VIP at the starting line, or hand to distribute awards at the finish line !

I await your response to my request for use of public roads on May 5th, 2013.

Sincerely,

John Hrones, Race Director

781-449-4954

cc. Chief of Police, Needham

Police ✓
Fire ✓
DPW ✓
P+R ✓

From: John Hrones [mailto:jhrones@aol.com]
Sent: Friday, March 08, 2013 2:55 PM
To: Nikki Witham
Subject: Great Bear Run route -- Sunday, May 5, 2013

Nicky,

The route for the Great Bear Run is

-- Starts in front of Pollard School heading toward Great Plain Ave.
-- Turn right on Great Plain Ave. (at bakery)
-- Turn right on South Street
-- Turn right on Livingston Circle
-- Turn right back onto South Street
-- Turn right onto Dedham Ave.
-- Turn right onto Bradford Street
-- Turn right onto Harris Ave and finish in front of Pollard School

All right turns...

The children's race are contained to Harris Ave. or on the grass behind the school.

Please let me know if you need more information.

Note: We do hire a policeman for the run.

-- John Hrones, Director
Needham Track Club
781-449-4954

Police ✓ DPW ✓
Fire ✓ P+R ✓

Nikki Witham

From:	Nikki Witham
Sent:	Thursday, February 21, 2013 2:11 PM
To:	Matthew Forbes; John Schlittler; Paul Buckley; Richard P. Merson; Patricia Carey; Phil Droney
Cc:	Sandy Cincotta
Subject:	FW: Some cyclists to to pass through Needham on Sunday June 2nd

Hello,

I have received a request for a bike-a-thon event from Sean Madsen of Bikes Not Bombs, that is scheduled to ride through Needham as part of its 40-mile route. This event is to take place on June 2nd. The event was also held last year around the same time and I do not recall there being any problems. There is a link below in the email to view the 40 mile route that the bikers will be traveling through Needham. Please respond by March 8th so I can try to put this onto the 3/19 BOS agenda. Thanks in advance for your help.

-Nikki

-----Original Message-----
From: Sean Madsen [mailto:sean@bikesnotbombs.org]
Sent: Thursday, February 21, 2013 10:34 AM
To: Nikki Witham
Subject: Some cyclists to to pass through Needham on Sunday June 2nd

Hello Nikki,

This year Bikes Not Bombs is holding our 26th annual fundraising bike ride, the Bike-A-Thon, on Sunday June 2nd. Some of our cyclists will be passing through Needham, and as I understand that Needham Town Hall prefers to know about these events in advance, I'm writing to provide some information about our plans.

First of all, I want to mention up front that there are no points along our route where we plan to block, obstruct, or in any way interfere with vehicular or pedestrian traffic. This is not a race, and it is not a single mass of cyclists who stay together. Each cyclist rides at their own pace, and they will be spread out over multiple miles and integrated into the normal flow of traffic. We give out a suggested route for cyclists to follow, and each cyclist is on the road as an individual, riding safely and single file on the road as would any other recreational cyclist. Overall, we expect the impact on Sunday traffic to be negligible, and we are not requesting any assistance from town authorities for the event. We simply seek to do our due diligence of informing Needham Town Hall.

Here is a link to our 40 mile route that briefly travels through Needham: http://ridewithgps.com/routes/1040196

Note that we have four routes total. These routes are not all shown on this map, because our 15 and 25 mile routes to do not travel through Needham at all, and our 65 mile route only travels through Needham on the return path (South St & Greendale Ave) shown on the map linked above. Thus, all of the roads through Needham that our cyclists plan to travel are reflected in the 40 mile map you will see.

The 40 mile ride (as shown on the map) will have about 60 cyclists, and will depart Jamaica Plain at 9:30 AM. We expect them to begin trickling through Needham on Great Plain Ave at around 10:00 AM. By this point the ride will be significantly spread out, and passersby likely will not even recognize these cyclists as part of an organized event. We expect all riders to be exiting Needham (through Central Ave and Charles River

St) around 11:00 AM. Although the return path along South St and Greendale Ave will have some additional cyclists from the 65 mile route, these riders will be even more spread out due to the distance they will have ridden by then. By 4:00 PM all cyclists should be completely through Needham.

We will be instructing all riders to obey all traffic laws. These cyclists will also be experienced and comfortable with safely integrating themselves into the normal flow of traffic. We will not be blocking any intersections. This is our 26th year of running this event smoothly and safely without any significant issues.

Each of these heroic cyclists also raises money to support our bicycle programs, and many of them have already raised very impressive sums of money. Our youth programs in Jamaica Plain help inner-city teens learn safe bicycling skills and mechanics skills, while earning their own bike. These bikes help them get to school or work and the skills lay a foundation for professional development that will help them get jobs.

We hope this information is sufficient to meet your needs, and we welcome further questions and clarifications. Thank you for your support. We know our event participants are very excited about this route!

--
Sean Madsen
Bikes Not Bombs
Bike-A-Thon Project Manager
617-522-0222 x111
sean@bikesnotbombs.org

Bike-A-Thon 40 mile route

42.3 miles

Leg	Dir	Type	Notes	Total
	←	Left	Turn left onto South St	1.2
0.0	↑	Straight	Continue onto Washington St	1.2
0.0	→	Right	Turn right onto South St	1.3
0.6	→	Right	Slight right onto Bussey St	1.9
0.4	←	Left	Turn left onto Walter St	2.3
0.1	→	Right	Turn right onto Weld St	2.4
1.5	←	Left	Turn left onto Ruskin St	3.9
0.1	→	Right	Turn right onto Corey St	4.0
0.0	←	Left	Turn left onto Vermont St	4.0
0.7	←	Left	Turn left onto Baker St	4.7
0.6	→	Right	Turn right onto Spring St	5.3
0.4	↑	Straight	Continue onto Bridge St	5.7
0.1	→	Right	Slight right onto Needham St	5.8
0.4	↑	Straight	At the traffic circle, take the 2nd exit onto Vine Rock St	6.3
0.1	↑	Straight	Continue onto Needham St	6.3
0.8	↑	Straight	Continue onto Great Plain Ave	7.1
1.3	←	Left	Turn left onto Harris Ave	8.4
0.8	←	Left	Turn left onto Fair Oaks Park	9.2
0.1	→	Right	Turn right onto Dedham Ave	9.3
0.0	←	Left	Slight left onto School St	9.3
0.3	←	Left	Turn left onto Chestnut St	9.5
0.1	→	Right	Turn right onto Oak St	9.6
0.4	←	Left	Turn left onto Marked Tree Rd	10.1
0.6	←	Left	Turn left onto Central Ave	10.6
0.7	→	Right	Slight right onto Pine St	11.3
0.4	↑	Straight	Continue onto Charles River St	11.8
1.5	↑	Straight	Continue onto Dover Rd	13.3
0.5	→	Right	Turn right onto Pleasant St S	13.8
0.1	←	Left	Turn left onto Glen St	13.9
2.4	→	Right	Turn right onto Farm St	16.3
0.5	→	Right	Slight right onto Bridge St	16.8
0.6	←	Left	Turn left onto Forest St	17.3
1.1	→	Right	Slight right onto E Goulding St	18.5
0.7	→	Right	Turn right onto MA-27 N/S Main St	19.1
1.3	←	Left	Turn left onto Farm Rd	20.5
2.1	↑	Straight	Continue onto Bridge St	22.6
0.6	←	Left	Turn left onto Farm St	23.2
2.0	↑	Straight	Continue onto Main St	25.2
1.4	→	Right	Turn right onto Claybrook Rd	26.6
1.7	←	Left	Turn left onto Central Ave/Centre St	28.3
0.3	→	Right	Turn right onto Fisher St	28.6
0.4	←	Left	Turn left onto South St	29.0
3.3	→	Right	Turn right onto Great Plain Ave	32.3
0.1	←	Left	Turn left onto Greendale Ave	32.4

Leg	Dir	Type	Notes	Total
1.8	↑	Straight	Continue onto Hunting Rd	34.2
0.1	→	Right	Turn right onto Kendrick St	34.3
0.6	↑	Straight	Continue onto Nahanton St	35.0
1.2	←	Left	Turn left onto Brookline St	36.2
1.1	←	Left	Slight left onto Newton St	37.3
0.4	↑	Straight	At the traffic circle, take the 2nd exit and stay on Newton St	37.7
0.9	←	Left	Turn left to stay on Newton St	38.6
0.4	←	Left	Slight left onto Goddard Ave	39.1
1.0	↑	Straight	Continue straight onto Cottage St	40.0
0.1	↑	Straight	Continue onto Perkins St	40.1
0.6	→	Right	Turn right onto Emerald Necklace	40.7
0.0	←	Left	Slight left to stay on Emerald Necklace	40.7
0.4	←	Left	Turn left toward Jamaicaway/Pond St	41.1
0.0	←	Left	Turn left onto Jamaicaway/Pond St	41.1
0.0	→	Right	Turn right onto Pond St	41.1
0.2	→	Right	Turn right onto Centre St	41.3
0.2	←	Left	Turn left onto Seaverns Ave	41.4
0.3	↑	Straight	Continue onto Gordon St	41.7
0.1	←	Left	Turn left onto SW Corridor Park	41.8

Ride With GPS · http://ridewithgps.com

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Everett
Trapelo Road
Belmont
Piety Corner
Somerville
Cambridge
Waltham
Watertown
Boston
Wayland
Weston
Weston
Auburndale
Newton
Rice Road
Waban
Brookline
Norfolk
County
Wellesley
Natick
Natick
Needham
SR 203
Milton
Dover
Dedham
Sherborn
Sherborn
Milton
Westwood
Westwood
Norwood
Medfield
Norwood
Canton
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TIPS Online Courses
On-Premise Course
Off-Premise Course
Casino Gaming Course

State Training Pages
TIPS Online Approved States
California TIPS Training
Colorado TIPS Training
Florida TIPS Training
Illinois BASSET Training
Massachusetts TIPS Training
Nevada TIPS Training
New Jersey TIPS Training
New York TIPS Training
Ohio TIPS Training
Rhode Island TIPS Training
Utah TIPS Training
Washington DC Training
Washington MAST Training

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What Should You Do?

As The Bartender, You Are Responsible For The Actions Even After She Leaves You Bar

Massachusetts TIPS Certification Online

Responsibe alcohol training is not mandated by the state of Massachusetts. However, many local cities and municipalities have made responsible beverage server training mandatory. In addition, many Massachusetts Insurance companies have made certification mandatory for the bars to purchase liquor liability insurance.

TIPS (T.I.P.S. - Training and Intervention Procedures for Servers of alcohol) Certification - If you've been told you must have your TIPS card to be hired at a liquor serving establishment, this is the training and card required.

TIPS On-Premise, Off-Premise and TIPS Gaming online courses are all accepted statewide in Massachusetts with the exception of Westborough and Framingham. Sign up below or visit the course of your choice using the "TIPS Online Courses" menu to the upper left for detailed information.

Choose Your Online TIPS Course Below

Register For TIPS On Premise Only $40 — Bars & Restaurants

Register For TIPS Off Premise Only $40 — Liquor Stores

Please Be Sure to Click on the Correct Course For Your Establishment!

Massachusetts Alcohol Laws

This information has been provided to us by the regulating agency and is believed to be correct. However, laws and regulations may change at any time, and the information provided should not be relied upon in place of official documents. For more information or clarification, consult the regulatory body for this jurisdiction directly.

Last update: 02/21/2008

Age to Consume	21
Age to Pour	18
Age to Sell	18
Age to Serve	18
DUI/DWI Limit	.08
DUI/DWI Under Age 21	.02
Maximum Alcohol per Drink	Not Regulated
Number of Drinks at One Time	2
Dram Shop Liability Laws	No
Social Host Liability Laws	No - Social host liability addressed under Common Law Decisions and C 138 s. 34.
Server Training Required by State	No, but several local jurisdictions do.

Customer Support

Telephone Support
1-800-4388477 Ext 600
8:30am - 1:00am EST
Monday - Friday
9am -5pm
Sat and Sun

Tips Alcohol Training

TIPS
Responsible Alcohol Service

Training for Intervention ProcedureS

Health Communication, Inc.
Arlington, Virginia
Over 3 million responsible alcohol certifications in all 50 states & over 30 countries worldwide since 1982!

ID Confiscation Allowed	No. Massachusetts does not have any statute or state regulation addressing this subject.
Corkage/Merlot Laws	Massachusetts law allows customers to remove one partially consumed bottle of wine from a restaurant provided the wine was purchased with a meal. The bottle must be placed in a transparent bag designed to be used only one time and the receipt for the wine must be attached to the bag.
Recommended Age For Carding	None.
Underage Customers Policies	It is unlawful to serve or sell alcohol to anyone under the age of 21. Minors are permitted in an establishment provided no alcohol is consumed by the minor.

Acceptable Forms of ID - Massachusetts

Valid Massachusetts Driver's License

Valid Military ID

Valid Passport or US Passport Card

Valid Massachusetts Registry of Motor Vehicles Liquor ID Card

Policies Regarding Underage Persons - Massachusetts

It is unlawful to serve or sell alcohol to anyone under the age of 21. Minors are permitted in an establishment provided no alcohol is consumed by the minor.

Liquor Liability - Massachusetts

Non-Alcoholic Beer & Wine - Massachusetts does not have a state regulation, although local licensing authorities may have their own regulations

Liquor Liability - The penalties for liquor law violations can be criminal, civil and administrative. Common criminal penalties are monetary fines and jail sentences. Licensees found guilty of civil actions can be made to pay damages to the injured party bringing the suit. Administrative penalties may include suspension or revocation of the license. Typically, the penalty for serving or selling alcohol to a minor is a 6-day suspension of the license for the first offense.

Happy Hour Laws - Licensees may not: offer single-priced, unlimited service drink specials; give free drinks to patrons; encourage any organized game which awards alcohol as a prize or promotes excessive drinking; or serve more than two drinks to a patron at one time.

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4139 Hamilton Ave. Cincinnati, OH 45223 (513) 542-3500
PBSA Inc. is an authorized nationwide reseller of the TIPS training program

TIPS Online Courses
On-Premise Course
Off-Premise Course
Casino Gaming Course

State Training Pages
TIPS Online Approved States
California TIPS Training
Colorado TIPS Training
Florida TIPS Training
Illinois BASSET Training
Massachusetts TIPS Training
Nevada TIPS Training
New Jersey TIPS Training
New York TIPS Training
Ohio TIPS Training
Rhode Island TIPS Training
Utah TIPS Training
Washington DC Training
Washington MAST Training

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Customer Support

Telephone Support
1-800-4388477 Ext 600

TIPS Off Premise Alcohol Online Course

TIPS Off Premise Online Course Duration: 3 hours

Target Audience: grocery stores, liquor stores, gas stations, and convenience stores.

The Challenges: Even when alcohol is sold "to go," employees may encounter alcohol-related problems. Finding the time and money to train your clerks on strategies to prevent selling alcohol to underage or intoxicated customers is a challenge.

The Solution: TIPS for Off Premise online coure is 2 to 3 hours in length and teaches your staff how to recognize when a customer is intoxicated or underage. In addition, TIPS training allows sellers (cashiers) of alcohol to take the course when it is convenient for them. **eTIPS Off-Premise certification is valid for three years.**

Sign Up for the Online TIPS Off-Premise Course for Liquor Stores

Register For TIPS Off Premise Only $40

Valid for Initial Certification or TIPS Renewals

Online TIPS Off-Premise is for Grocery, Liquor, & Convenience Stores.

In addition to preventing the illegal sale of alcohol, store employees learn how to handle intoxicated customers and keep them from harming themselves and others. The intervention techniques reflect the short period of time a clerk has to interact with a customer.

Through thought-provoking video clips, TIPS challenges sellers to evaluate and re-evaluate the way they manage their customers. The flexibility of TIPS makes it an ideal solution for employees and employers with busy schedules.

Additional Benefits: TIPS can help improve relations with your community.

TIPS training demonstrates a commitment to preventing alcohol-related problems and a desire to be a part of the solution. Liquor boards and local authorities tend to look favorably on stores that iuse eTIPS, which can lead to more lenient penalties in the event of a liquor violation.

eTIPS for Off Premise can also help a store protect itself from possible litigation and often results in reduced liability insurance premiums.

Your TIPS Off-Premise Enrollment Fee Includes:

Access to TIPS online alcohol beverage server certification course and exam for grocery stores, convenience stores, liquor stores and gas stations.

8:30am - 1:00am EST
Monday - Friday
9am -5pm
Sat and Sun

Tips Alcohol Training

TIPS
Responsible Alcohol Service

Training for Intervention ProcedureS

Health Communication, Inc.
Arlington, Virginia
Over 3 million responsible alcohol certifications in all 50 states & over 30 countries worldwide since 1982!

Log in and log out as needed. Take the course in one sitting or a little at a time from any computer.

Unlimited toll free phone support 8:30am am to 1:00am Mon - Fri and (9am to 5pm on Sat & Sun).

Printable, TIPS certification card - immediately upon graduating.

Permanent TIPS certification by US mail in 3 to 5 business days.

eTIPS certification is valid for 3 years.

Why use TIPS Off-Premise Online Alcohol Certification?

Recognized - by major insurance companies and top 100 restaurant chains

Trusted - over 3 million certifications in the last 30 years

Trainers in over 40 countties

Interactive - you learn online in your own home, at your own pace

Live Telephone Support - help is available if you need it

TIPS is the most recognized alcohol certification program in the US

TIPS is to alcohol certification as Kleenex is to tissue

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PBSA Inc. is an authorized nationwide reseller of the TIPS training program

ALCOHOL SERVER TRAINING

SAFE ID CHECK®

Safe ID Check® meets the mandatory server training requirements for most city/towns within the Commonwealth.

The Safe ID Check® program is a unique training and certification (3 year) program in the **"Best Practices for the Safe Sale of Alcoholic Beverages".** This program is designed to help you and your staff prevent illegal sales to underage persons and to intoxicated patrons.

This training course reviews the requirements of Chapter 138 and the Alcoholic Beverage Control Commission regulations with a focus on preventing sales to underage persons: acceptable ID's, proper ID checking procedures, hands on review of current fake licenses being used by underage persons. The course also covers training to prevent the sale of alcoholic beverages to intoxicated patrons and best practices to address disturbances, disorders and illegality on the premises.

- **S** Scan and Record all ID's
- **A** Age- Make sure of the age "21"
- **F** Feel the ID and feel for defects
- **E** Examine- Talk to the bearer, confirm age, note AB, compare photo, height.
- **I** Intuition- Trust your experience and your training
- **D** Decide- Now decide if making a sale or not

Safe ID Check® provides the most up to date training regarding recently issued government identification and methods to detect commonly used fake identification.

J.B.S. will provide SAFE ID CHECK® training on site and will adapt the training to be site specific.

For additional information please contact Janet at jbsproservices@verizon.net or call 617 539-0118.

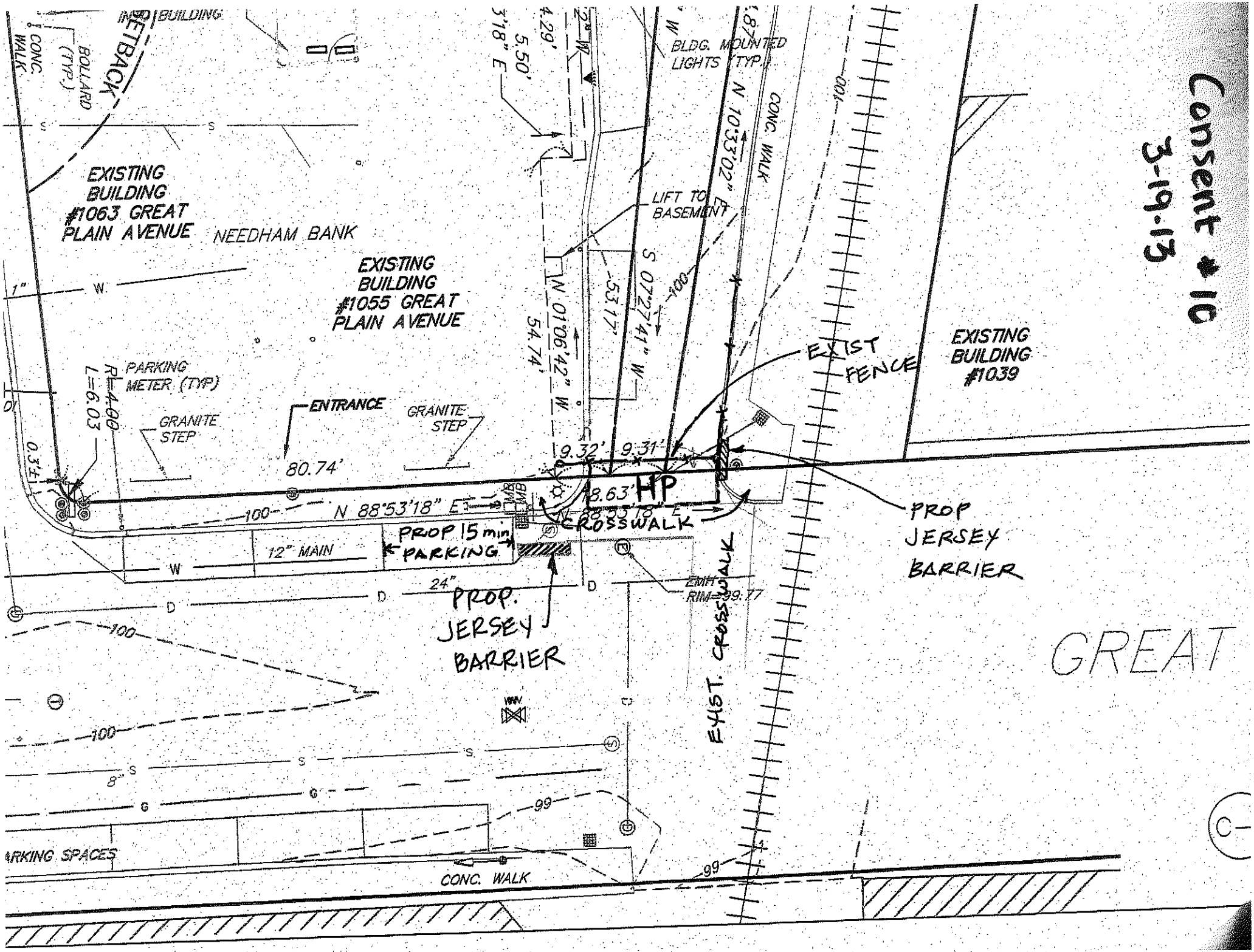
Instructor:

James Staples served 17 years with the Alcoholic Beverage Control Commission Enforcement Unit serving 15 years as the Supervising Investigator. He served 13 years as a Police Officer before joining the ABCC.

Jim has developed various training programs to meet the individual needs of license holders, alcohol serving staff, licensed premise security staff as well as training for Law Enforcement on the Federal, State, Local and College level. The programs are taught throughout the Commonwealth.

J.B.S.
Professional Services, LLC

2 NEPTUNE RD., SUITE 307, BOSTON, MA 02128-1457
Janet DeCarlo-Staples & James B. Staples
617 539 0118
jbsproservices@verizon.net
www.safeidcheck.com


Consent # 10
3-19-13
EXISTING BUILDING #1063 GREAT PLAIN AVENUE
NEEDHAM BANK
EXISTING BUILDING #1055 GREAT PLAIN AVENUE
EXISTING BUILDING #1039
EXIST FENCE
PROP JERSEY BARRIER
PROP. JERSEY BARRIER
PROP 15 min PARKING
CROSSWALK
EXIST. CROSSWALK
ENTRANCE
GRANITE STEP
GRANITE STEP
PARKING METER (TYP)
BOLLARD (TYP.)
CONC. WALK
BUILDING
SETBACK
BLDG. MOUNTED LIGHTS (TYP.)
LIFT TO BASEMENT
12" MAIN
24"
CONC. WALK
CONC. WALK
18.63' HP
80.74'
9.32'
9.31'
54.74'
53.17'
4.29'
5.50'
N 88°53'18" E
N 01°06'42" W
S 07°27'41" W
N 10°33'02" E
R=4.00
L=6.03
0.3'±
100
99
GREAT

EMMANUEL V. MEIMARIS
ATTORNEY AT LAW
355 PROVIDENCE HIGHWAY, WESTWOOD, MA 02090
www.meimarislaw.com

Tel: 781.636.3636 **evm@meimarislaw.com** **Fax: 781.636.3637**

March 15, 2013

Town of Needham
Board of Selectmen
1471 Highland Ave.
Needham, MA 02492

Re: Lianos Liquors, Inc.
Petition for Change of License

To the Board of Selectmen:

Per the request of Brad Doyle, Investigator for the ABCC, enclosed for submission please find a Petition for Change of License with supporting documents and a check for $200.00. Kindly process this application further.

Sincerely,

E. Meimaris

Emmanuel V. Meimaris

Enclosures

Print Form

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: $200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER 2541

IF USED EPAY, CONFIRMATION NUMBER:

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY):

LICENSEE NAME: LIANOS LIQUORS, INC.

ADDRESS: 1013 GREAT PLAIN AVE.

CITY/TOWN: NEEDHAM STATE MA ZIP CODE 02492

TRANSACTION TYPE (Please check all relevant transactions):

- ☐ New License
- ☐ Transfer of License
- ☐ Change of Manager
- ☐ Cordials/Liqueurs Permit
- ☐ 6-Day to 7-Day License
- ☐ New Officer/Director
- ☐ Change of Location
- ☐ Alteration of Licensed Premises
- ☐ New Stockholder
- ☐ Management/Operating Agreement
- ☒ Pledge of License
- ☐ Pledge of Stock
- ☐ Transfer of Stock
- ☐ Issuance of Stock
- ☐ Wine & Malt to All Alcohol
- ☐ Change Corporate Name
- ☐ Seasonal to Annual
- ☐ Change of License Type
- ☐ Other

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396

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

PETITION FOR CHANGE OF LICENSE

	NEEDHAM
ABCC License Number	City/Town

The licensee LIANOS LIQUORS, INC. respectfully petitions the Licensing Authorities to approve the following transactions:

- ☐ Change of Manager
- ☒ Pledge of License/Stock
- ☐ Change of Corporate Name/DBA
- ☐ Change of License Type (§12 ONLY, e.g. "club" to "restaurant")
- ☐ Alteration of Premises
- ☐ Cordial & Liqueurs
- ☐ Change of Location

☐ Change of Manager

Last-Approved Manager:

Requested New Manager:

☒ Pledge of License /Stock

Loan Principal Amount: $ 175,000.00 Interest Rate: 6%

Payment Term: 5 YEARS Lender: CAMBRIDGE TRUST COMPANY

☐ Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA:

Requested New Corporate Name/DBA:

☐ Change of License Type

Last-Approved License Type:

Requested New License Type:

☐ Alteration of Premises: (must fill out attached financial information form)

Description of Alteration:

☐ Change of Location: (must fill out attached financial information form)

Last-Approved Location:

Requested New Location:

Signature of Licensee

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

Date Signed 3/15/2013

Town of Needham
Water Sewer Billing System
Adjustment Form

DEPARTMENT OF PUBLIC WORKS

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

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

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

Water Sales:	-$560.60
Water Irrigation:	$0.00
Water Admin Fees	$0.00
Sewer Sales:	-$730.80
Transfer Station Charges:	$0.00
Total Abatement:	-$1,291.40

Order #: 1158

Read and Approved: 3/15/2013

3/15/2013

Assistant Director of Public Works

Director of Public Works

For the Board of Selectmen

Date: 3/19/2013

Town of Needham
Water Sewer Billing System
Adjustment Form

Prepared By:	Last Name	First Name	Customer ID#	Location ID#	Street Number	Street Name	Irrigation Water	Domestic Water	Sewer	Total	Reason	Corrected Last Read Y/N
DB	Breda	John	21287	8838	253	Greendale Avenue	$0.00	-$18.70	-$38.15	-$56.85	EC	N
DB	Caulfield	Andrew	25101	8804	8	Virgina Road	$0.00	-$330.40	$0.00	-$330.40	ACC	N
DB	Oliveri	Andrew	6557	13688	93	Mayflower Road	$0.00	$0.00	-$101.35	-$101.35	ACC	N
DB	Al-Ajarma	Yousef	37115	15700	76	Blake Street	$0.00	$0.00	-$92.40	-$92.40	ACC	N
JO	COA (2)						$0.00	-$211.50	-$498.90	-$710.40	COA	N

Total: -$1,291.40

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

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

Town of Needham
Board of Selectmen
Minutes for January 8, 2013
Needham Town Hall

6:45 p.m. Informal Meeting with Citizens: No Activity.

7:00 p.m. Call to Order:
A meeting of the Board of Selectmen was convened by Vice Chairman Daniel P. Matthews. Those present were John A. Bulian, Maurice P. Handel, Matthew D. Borrelli, Town Manager Kate Fitzpatrick, and Recording Secretary Mary Hunt. Gerald A. Wasserman was not present.

Mr. Matthews noted the absence of Chairman Gerald A. Wasserman, and said the Board's thoughts and prayers are with him.

7:00 p.m. Public Hearing - NSTAR Petition for Locust Land:
Christine Cosby, NSTAR representative, appeared before the Board requesting permission to install approximately 34 feet of conduit from Pole 423/7 on Locust Lane, Needham.

Motion by Mr. Bulian that the Board of Selectmen approve and sign a petition from NSTAR to install approximately 34 feet of conduit from Pole 423/7 on Locust Lane, Needham. This work is necessary to relocate overhead electric service to underground service at 71 Locust Lane, Needham. Second: Mr. Borrelli. Unanimously approved 4-0.

7:02 p.m. Medical Marijuana Law:
Janice Berns, Director of Public Health, Carol Read, Needham Health Department, and members of the Board of Health including, Jane Fogg, and Ed Cosgrove, and Needham Police Chief Phil Droney appeared before the Board to discuss the impact of the new medical marijuana law on the Town of Needham.

Mr. Matthews highlighted the history of the new law authorizing lawful use of marijuana for medical purposes in Massachusetts. Mr. Matthews said new regulations present several questions regarding implementation. He said, previous discussions suggested the possibility of using the Town's zoning authority to implement a moratorium pending the issuance of regulations from the state.

Dr. Fogg said it is clear the voters have spoken and that the Board of Health has a responsibility to implement it safely and properly for the health of the public. She said there is a lack of clear direction from the Department of Public Health as to how to implement dispensaries and home cultivation. She said clarified guidelines are necessary but won't be available until April 2013. She said the

Board of Health is proposing a moratorium of either nine months or twelve months for further study.

Mr. Matthews asked Ms. Fitzpatrick what steps can be taken on behalf of the Town. Ms. Fitzpatrick commented if the Board of Selectmen wanted to propose a moratorium on distribution or cultivation it could be voted on at the next meeting for referral to the Planning Board.

Mr. Bulian said he understands the concerns and agrees to a point, but is concerned with a twelve month moratorium as the voters have spoken.

Mr. Handel said he feels zoning is the best way to do it and commented if the Planning Board can move in a timely way, then the Board of Selectmen can act on it after public hearing and May Town Meeting.

Mr. Borrelli agrees zoning is the best way to handle it, but commented there was not a direct vote indicating it should be in Needham. He suggests a lengthier moratorium to see what happens in the rest of the state.

Dr. Fogg discussed public consumption and asked for a marijuana ordinance with an increased fine.

Mr. Matthews thanked the Board of Health for the discussion.

7:20 p.m. Town Manager:
Kate Fitzpatrick, Town Manager appeared before the Board with three items to discuss:

1. FY2014 Budget Consultation
Ms. Fitzpatrick and Dave Davison, Assistant Town Manager/Finance discussed the fiscal year 2014 operating budget. Ms. Fitzpatrick said consultation with the School Committee will happen next week, and said presentation of the budget is scheduled for January 29, 2013.

7:25 p.m. Consent Agenda:
Motion by Mr. Handel that the Board of Selectmen vote to accept the Consent Agenda and Appointments as presented.

APPOINTMENTS No appointments were made.

CONSENT AGENDA

1. **Accept donations made to the Health Department's Gift of Warmth Fund from the following: $6,000 from the Needham Community Council; $200 from Mrs. Shahin S. Sagafi, a Needham resident; $500 from St. Bartholomew Church; and $200 from Mary Clare Siegel, a Needham resident.**

2. **Correct a donation amount made to the Health Department's Gift of Warmth Fund that was approved at the December 18, 2012 meeting. The correct amount should be $200 donated from Shahin Sagafi, a Needham resident.**
3. **Accept $100 donation made to the Health Department's Domestic Violence Action Committee from Elaine Beilin, a Needham resident.**
4. **Accept donation of $500 made to the Needham Community Revitalization Trust Fund from Needham Tercentennial for 100% Maintenance for Needham 300 Walkway.**
5. **Accept donations to the Needham Community Revitalization Trust Fund for Needham 300 Walkway from Cynthia Chaston, $ 500, Anna Hunnicutt, $ 250, Ann McFate, $200 and Sandra Moose, $250.**
6. **Accept the following donations made to the New Year's Needham Committee in support of New Year's Needham for 2012: $3000 – Roche Bros.; $1275- Needham Cultural Council; $1000- Briarwood Healthcare; $1000- Beth Israel Deaconess; $1000- Exchange Club of Needham; $1000- Coca Cola Refreshments; $1000- Needham Bank; $1000- Needham Women's Club; $500- Wingate Healthcare; $500- Dedham Savings; $500- Equity Industrial Partners Corp; $500- Louise Condon Realty; $500- Sheraton Needham; $250- Brookline Bank; $250- Copley Motorcars Corp; $250- Petrini Corporation; $100- Chestnut Street Animal Hospital; $100- Personal Image; $100- William Dermody/Coldwell Banker; $100- Nigohsian Carpet & Rug; $100 "You-do-it" Electronics Corp.; $50- Edward Jones Financial; $30- Needham Shoe Repair; and $25- Jenson Cleaners.**
7. **Approve minutes of December 10, 2012.**
8. **Vote to designate David Davison, Assistant Town Manager/Finance, as the Town's designated voting delegate for the MIIA and MIIA Property and Casualty Board elections at the MMA Annual Meeting on January 26, 2013.**
9. **Accept $150 donation made to Needham Youth Services from Cathy and Richard Freedberg, of Needham. The monies will be used towards Youth Services' Make A Statement Day in March, 2013.**
10. **Accept the following donations made to Needham Youth Services for Fall/Winter 2012 Registration: $25- Colleen Beacham; $10- Griffin Berger; $25- Beth Cohen; $10- Katy Dirks; $50- Florence Graves; $10- Caroline Johnson; $5- Renata Miller; $25- Alison Reif; $25- Jodi Rooney; $20- Jennifer Shaw; $10- Maria Simon; and $10- Lisa Tanzer. All donors are Needham residents.**
11. **Accept the following donations made to the Needham Community Revitalization Trust Fund from the following residents: Michael Heffernan $100, John Russo $50, Anita Olson $50 , Maryruth & Richard Perras $250 and Helen Hicks $25.**
12. **Water & Sewer Abatement Order #1154**
13. **Accept a $500 donation made to the Fire Department from Sven and Birgit Paulin for the Student Awareness of Fire Education program.**

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

2. Open Annual Town Meeting Warrant

Ms. Fitzpatrick reviewed with the Board the "Preliminary List of Warrant Articles, 2013 Annual Town Meeting, dated January 4, 2013." She commented on some articles not typical, including a proposal for updating the facility master plan study, a new proposed revolving fund for facility rentals, and the recommendation that the Town consider making an amendment to the General By-laws allowing a longer length contract for the Town to rent from others. Ms. Fitzpatrick commented on CPA articles, saying it is possible that not all of the articles will end up on the warrant. She briefly discussed the capital articles.

Motion by Mr. Bulian that the Board vote to open the warrant for the 2013 Annual Town Meeting.

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

3. Board of Selectmen Goal Update

Ms. Fitzpatrick updated the Board on the progress of the Board's goals and objectives for fiscal years 2013 and 2014. She reviewed the "Statement of Obligations and Goals 2013-2014". She highlighted a few commenting on the Facility Master Plan including issuing an RFP for the engineering and options for improvement at Rosemary Pool. Ms. Fitzpatrick discussed goals relating to continued efforts to maintain and improve the vitality and economic success of the Town including improvement of the Needham Center streetscape as well as alcohol regulations for the retail sale of alcoholic beverages in Needham. Ms. Fitzpatrick spoke about maintaining and developing amenities that contribute to the desirability of Needham as a place to live and work including the goal to replace the Greene's Field play structure and the development of the rail trail from Needham Junction to the Dover line. Ms. Fitzpatrick commented on the updating of the Town's website to enhance the level of customer service.

The Board thanked Ms. Fitzpatrick for the update.

7:40 p.m. Board Discussion:

1. MMA Annual Meeting - Resolutions

Motion by Mr. Handel that the Board vote to endorse and authorize the Chairman to cast a vote in favor of: a. Proposed Resolution Calling for a Full Local-Federal Partnership to Protect the United States Economy, Preserve Essential Services, and Ensure the Fiscal Health of the Cities and Towns of the Commonwealth; b. Proposed Resolution on the Urgent Need to Ensure Sustainability for Other Post Employment Benefit Costs; c. Proposed Resolution Supporting a Local-State-Federal Partnership to Protect the Environment; d. Proposed Resolution Calling for Solutions to the Transportation Finance Crisis; e. Voting at the MMA Annual Business Meeting.

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

2. Committee Reports

No Reports were made.

7:45 p.m. Adjourn:

Motion by Mr. Borrelli that the Board of Selectmen vote to adjourn the Board of Selectmen meeting of January 8, 2013.
Second: Mr. Handel. Unanimously approved 4-0.

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

http://www.needham.gov/Archive.aspx?AMID=99&Type=&ADID=

Town of Needham
Board of Selectmen
Minutes for February 26, 2013
Needham Town Hall

6:45 p.m. Informal Meeting with Citizens: No Activity.

7:00 p.m. Call to Order:
A meeting of the Board of Selectmen was convened by Vice Chairman Daniel P. Matthews. Those present were John A. Bulian, Maurice P. Handel, Matthew D. Borrelli, Town Manager Kate Fitzpatrick, and Recording Secretary Mary Hunt. Gerald A. Wasserman was not present.

7:00 p.m. Certificate of Appreciation - Bob Timmerman:
Mr. Matthews read a Certificate of Appreciation recognizing Bob Timmerman recipient of the Patrick C. Forde Good Person Memorial Award 2013.

Motion by Mr. Bulian that the Board of Selectmen vote to sign a Certificate of Appreciation recognizing Bob Timmerman for his long-standing involvement with the youth and families of Needham that resulted in his being awarded the Patrick C. Forde Good Person Memorial Award 2013. His dedication is to be commended. Congratulations.
Second: Mr. Handel. Unanimously approved 4-0.

7:03 p.m. Proclamation - Gerald A. Wasserman Day:
Mr. Handel read a proclamation recognizing Chairman "Jerry Wasserman Open Mic Night in Roslindale" day in Needham.

Motion by Mr. Handel that the Board of Selectmen vote to sign a Proclamation recognizing Monday, March 11, 2013 as "Jerry Wasserman Open Mic Night in Roslindale" day in Needham.
Second: Mr. Bulian. Unanimously approved 4-0.

7:05 p.m. Community Preservation Committee - Proposals Under Review:
Mark Gluesing, CPC Chair, Janet Bernardo, CPC Vice Chair, and Patty Carey, Director of Park and Recreation appeared before the Board to provide an update on projects currently under review by the Community Preservation Committee for the 2013 Annual Town Meeting.

Mr. Gluesing reviewed eight projects under consideration.

Mr. Borrelli noted concern for the Community Farm Soil Improvement project and suggested funding by donation.

Mr. Bulian commented on the Community Housing Specialist project and said he is supportive of the request.

Mr. Matthews commented on the Community Farm Soil Improvement project and noted the property may be put to a different use at another time.

7:20 p.m. Consent Agenda:
Motion by Mr. Bulian that the Board of Selectmen vote to accept the Consent Agenda and Appointments as presented.

1. **Approve Open Session minutes from January 22, 2013, January 29, 2013, and February 5, 2013; approve Executive Session minutes from January 22, 2013.**
2. **Approve a request from Michelle Geddes of the Greene's Field Fundraising Committee to hold its "Go Greene 5K Run" road race on Saturday, March 16, 2013 from 7:30 a.m. to 11:00 p.m. The route that starts and ends in Needham has been approved by the following departments, DPW, Police, Fire and Park and Recreation.**
3. **Accept a donation made to the Town of Needham Consolidated Trust Funds on behalf of the 350th Needham, MA Birthday Celebration Trust Fund in the amount of $5,000 from the Needham Tercentennial Committee.**
4. **Accept donations made to the Town of Needham Consolidated Trust Funds on behalf of the 400th Needham, MA Birthday Celebration Trust Fund in the amount of $3,341.21 from the Needham Tercentennial Committee.**
5. **Approve a request from the Exchange Club of Needham to sponsor 4th of July fireworks on Wednesday, July 3, 2013 (rain date of July 7, 2013) and activities on Thursday, July 4, 2013. Coordination of all additional activities will be made with appropriate Town Departments.**

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

7:22 p.m. Director of Public Works:
Richard P. Merson, DPW Director appeared before the Board to discuss 2 items:

1. Sewer Betterment Assessment Estimate
Rick Merson, DPW Director and Tony Del Gaizo, Town Engineer explained that some un-sewered areas of Town may want to connect to public sewer. Mr. Merson said there is a betterment process for residents who petition to have the sewer main extended to share costs. He briefly explained the Town's sewer system history. Mr. Merson said the last time sewers were expanded by petition was in the 1980's, but there are now areas of Town that may need to have sewer mains extended. He recommended the fee be updated to reflect current costs based on the Proposed Fixed Uniform Rate.

2. Traffic Management Advisory Committee

Rick Merson, DPW Director, Tony Del Gaizo, Town Engineer, and Jeff MacMann, Chairman of TMAC appeared before the Board to discuss the role of the TMAC, formed in 2001. Mr. Merson said the Committee was formed to address education, enforcement, traffic concerns, and to meet informally with residents and neighborhood groups on traffic issues.

Mr. Bulian said he has referred many people to the TMAC to discuss traffic concerns. He said the TMAC has been a success.

Mr. Matthews said the TMAC has been a great help to the Town.

7:45 p.m. Town Manager:
Kate Fitzpatrick, Town Manager appeared before the Board with 4 items to discuss:

1. Approve RTS Rates
Dave Davison, ATM/Director of Finance and Evelyn Poness, Treasurer/Collector appeared before the Board to discuss RTS Rates. Mr. Matthews commented on the public hearing held February 5, 2013. He asked Mr. Borrelli for comment and his offer of a slightly revised draft motion. Mr. Borrelli indicated his concern regarding the 2013 rates and proposed the 2013 standard sticker fee increase to $95, the 2013 additional standard sticker fee increase to $25, the 2013 standard sticker (half year) fee increase to $57. He also proposed sale of large bags at $1.90 and small bags at $1.05.

Motion by Mr. Borrelli that the Board approve the Proposed Recycling and Transfer Station Charges as presented on Schedule A, but that the new rates for the pay-per-throw bags and the minimum over the scale rate do no take effect until July 1, 2013.

And that the Board approve a senior discount (age 65+) for 2013 standard sticker of not more than 21.1%; a senior discount for 2014 standard sticker of not more than 10%; and no senior discount for a 2015 standard sticker.

And that the Board approve the Proposed Recycling and Transfer Station Charges as presented on Schedule B, and that the rates take effect of April 1, 2013.
And that the Board reaffirms its policy "Distribution of RTS Stickers and Pay-Per-Throw Bags to Low Income Households" as approved on August 17, 2010.

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

2. Close the 2013 Annual Town Meeting Warrant
Ms. Fitzpatrick reviewed the draft warrant and recommended the Board close the warrant for the 2013 Annual Town Meeting.

Motion by Mr. Bulian that the Board approve and close the 2013 Annual Town Meeting Warrant as presented by the Town Manager subject to minor technical corrections to be made by the Town Manager, Town Counsel, and Bond Counsel.
Second: Mr. Handel. Unanimously approved 4-0.

3. Approve 40B Technical Assistance Grant Application
Ms. Fitzpatrick told the Board the Town is eligible for a grant from the Massachusetts Housing Partnership. She recommended the Board endorse an application for a Chapter 40B Technical Assistance Grant as it will assist the ZBA, the Selectmen, and other Boards and Committees engaged in the review of the proposed Needham Mews project on Greendale Avenue.

Motion by Mr. Bulian that the Board approve and authorize the Chairman to sign the Ch. 40B Technical Review Assistance Application.
Second: Mr. Handel. Unanimously approved 4-0.

4. Accept Conservation Restriction
Ms. Fitzpatrick told the Board the Conservation Commission voted to accept a conservation restriction at 1509 Central Avenue and that 44 approval from the Board is now required.

Motion by Mr. Bulian that the Board of Selectmen vote to accept the grant of Conservation Restriction from Daniel V. Capasso, Jr., Trustee of the Dancap Realty Trust to the Town of Needham, acting through its Conservation Commission. Such restriction was recorded at the Norfolk Registry of Deeds on March 1, 2011 and appears in Book 28636 at page 280.
Second: Mr. Handel. Unanimously approved 4-0.

8:15 p.m. Board Discussion:

1. MAPC Sub-region Participation
The Board discussed the Town's MAPC Sub-region designation and considered seeking additional participation in the Inner Core Committee. It was noted the Town has numerous relationships with Inner Core Communities and may benefit from this collaboration.

Motion by Mr. Handel that the Board approve and sign a letter to MAPC requesting participation in the Inner Core Sub-region of the MAPC.
Second: Mr. Borrelli. Unanimously approved 4-0.

2. Committee Reports
Mr. Matthews reported he attended a meeting at the Minuteman Regional High School regarding possible revisions to their district agreement. He said the Needham committee dedicated to working on issues regarding Minuteman High School will meet in April.

8:20 p.m. Adjourn:

Motion by Mr. Bulian that the Board of Selectmen vote to adjourn the Board of Selectmen meeting of February 26, 2013.
Second: Mr. Handel. Unanimously approved 4-0.

A list of all documents used at this Board of Selectmen meeting are available at:
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Town of Needham
Board of Selectmen
Minutes for March 5, 2013
Needham Town Hall

6:45 p.m. Informal Meeting with Citizens: No Activity.

7:00 p.m. Call to Order:
A meeting of the Board of Selectmen was convened by Vice Chairman Daniel P. Matthews. Those present were John A. Bulian, Maurice P. Handel, Matthew D. Borrelli, Town Manager Kate Fitzpatrick, and Recording Secretary Mary Hunt.

A moment of silence was observed to remember Chairman Gerald A. Wasserman who passed away on February 28, 2013.

7:00 p.m. Recognition of Needham High School Soccer Team:
The Board offered its congratulations to the Needham High School Boys Soccer Team who won the Division 1 State Championship. Mr. Matthews recognized Head Coach Don Brock and Assistant Coach Jay Steeves. Mr. Matthews presented Mac Steeves with the Gatorade Massachusetts Boys Soccer Player of the Year Award.

7:08 p.m. Consent Agenda:
Motion by Mr. Bulian that the Board vote to accept the Consent Agenda and Appointments as presented.

APPOINTMENTS: There are no appointments this meeting.

CONSENT AGENDA

1. **Approve Minutes of February 2, 2013 and February 12, 2013.**
2. **Accept donation in the amount of $200 made to the Needham Health Department's Gift of Warmth Fund from Mrs. Shahin Sagafi, a Needham resident.**
3. **Sign the Warrant for the Annual Town Election Warrant scheduled for April 9, 2013.**
4. **Approve a Special One Day Wines & Malt Beverages license for Robert T. Timmerman II, of the Needham Knights of Columbus to hold a St. Patrick's Day Party on Saturday, March 16, 2013 from 5:00 p.m. to 11:00 p.m. at Needham Knights of Columbus, 1211 Highland Avenue, Needham.**
5. **Approve a Special One Day All Alcoholic Beverages license for Jennifer McGrady of the Greene's Field Committee to hold a "Go Greene St. Patrick's Day party" on Saturday, March 16, 2013 from 7:00 p.m. to 11:00 p.m. to be held in Powers Hall at Town Hall, 1471 Highland Avenue, Needham.**

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

7:10 p.m. Proclamation - Needham Free Public Library 125th Anniversary:

Mr. Matthews read a proclamation recognizing the Needham Free Public Library on the occasion of its 125th anniversary.

Motion by Mr. Bulian that the Board of Selectmen vote to sign a proclamation recognizing the Needham Free Public Library on the occasion of its 125th anniversary.
Second: Mr. Handel. Unanimously approved 4-0.

7:10 p.m. Amend Sign By-law:
Devra Bailin, Director of Economic Development, Mark Gluesing, Design Review Board, Bob Hentschel, Council of Economic Advisors, and David Roche, Building Commissioner appeared before the Board to discuss an amendment to the sign by-law.

Ms. Bailin explained the sign by-law changes proposed for Town Meeting. She said the purpose of the proposed sign by-law is to focus on items which the Design Review Board, the Planning Department, and citizens could agree upon. She noted part of the proposed change will correct the process with respect to special permits. Ms. Bailin said a street banner by-law has been added, as well as a blade sign by-law, and criteria for establishing appropriate size and look for consistency regarding sandwich boards.

The Board thanked the committee for their work.

7:22 p.m. Town Manager:
Kate Fitzpatrick, Town Manager appeared before the Board with 1 item to discuss:

1. 2013 Annual Town Meeting
Ms. Fitzpatrick told the Board presentations on incomplete warrant articles will occur at the next Board of Selectmen meeting on March 19, 2013. Ms. Fitzpatrick said presentations will also be made on April 10, 2013 and April 23, 2013. She asked the Board if they wanted additional information on any other warrant articles to let her know.

7:25 p.m. Recess to Attend Planning Board Hearing:
The Board recessed to attend the Planning Board public hearing in Powers Hall. Mr. Matthews said following the completion of the Board of Selectmen's participation at the Planning Board hearing, the Board will return to open session in the Selectmen's Chambers.

Mr. Matthews spoke with the Planning Board on behalf of the Board of Selectmen, sponsors of Zoning By-law - Interim Regulations for Medical Marijuana Uses. He explained the purpose is to ask for a moratorium, to the extent the Town is authorized to do so by law, on siting and other activity under the new statute pending development of state regulations and Town considerations. Mr. Matthews noted that members of the Board of Health and Police Chief Phil Droney are in attendance and support a moratorium. Mr. Matthews stated the Board of Selectmen and other Town Boards who support a moratorium recognize the November 2012

referendum was strongly supported state-wide and the petition is now law. Mr. Matthews said it is reasonable to say the intent of most voters had to do with the principle of medical marijuana use, rather than details contained in the statute. He noted the statute is detailed, with a lot of ambiguity, particularly regarding zoning, and other rules affecting implementation of the statute at the local level. He said it is of particular concern in Needham as the layout of the business district is a long thin rectangle where most businesses are close to residential neighborhoods. Mr. Matthews noted the request by the Board of Selectmen for a moratorium is not to do nothing, but rather to allow thoughtful consideration and to see how other communities handle the issue. Mr. Matthews asked the Planning Board for a favorable recommendation to Town Meeting.

8:30 p.m. Board Discussion:

1. Committee Reports

Mr. Matthews told the Board he attended a statewide economic development event, held at the Sheraton Hotel, Needham. He said the meeting was well attended and the Governor spoke, saying additional revenue is needed for a variety of purposes.

Mr. Matthews reported he attended a meeting regarding the Minuteman school district, working on questions related to their regional agreement.

2. Personal Comments

Mr. Bulian commented on his friendship with Jerry Wasserman. He said Jerry was a nice person who touched many lives in Town. He said his sense of humor, wit, and concern for the people of Needham made him someone who will always be remembered. Mr. Handel concurred with Mr. Bulian's sentiments. Mr. Borrelli said it is a big loss to family, friends, and colleagues. Mr. Matthews thanked the Board of Selectmen, Ms. Fitzpatrick, and Town staff for the help they gave Mr. Wasserman and the Board during this difficult time.

8:40 p.m. Executive Session (Exception 3):

Motion by Mr. Bulian that the Board of Selectmen vote to enter into Executive Session.
Exception 3 - To discuss strategy with respect to collective bargaining or litigation, if an open meeting may have a detrimental effect on the bargaining or litigation position of the public body and the the chair so declares.
Not to return to open session prior to adjournment.
Second: Mr. Handel. Mr. Matthews polled the Board. Unanimously approved 4-0.

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

(Note: The meeting adjourned at 9:20 p.m.)