

SELECT BOARD Meeting Agenda

6:00 p.m. November 9, 2021

In Person and Via Zoom

Powers Hall

REVISED

This meeting is a hybrid meeting of in person and zoom. To listen and view this meeting on a phone, computer, laptop, or tablet, download the “Zoom Cloud Meeting” app in any app store or at www.zoom.us. At the above date and time, click on “Join a Meeting” and enter the meeting or click the link below to join the webinar: <https://uso2web.zoom.us/j/86921122312?pwd=aE9rREpaNDUxeVNwSTVtcEZoZnppQT09> ; or telephone at +1 646 558 8656:. Webinar ID: 869 2112 2312

1.	6:00	Public Comment Period Citizens are encouraged to inform the Office of the Town Manager in advance via email (OTM@needhamma.gov), telephone (781) 455-7500 extension 204, or in person by the end of the business day prior to the meeting of their intent to participate in the public comment period. The Chair will first recognize those who have communicated in advance their desire to speak. If time allows, others wishing to speak will be recognized in an order determined by the Chair. The Board’s policy on public participation in meetings can be found here .
2.	6:00	Veterans Day Proclamation
3.	6:00	Public Hearing: RCN Cable Television Contract Renewal • Tom Steel, Vice President and Regulatory Counsel, RCN • Bill August, Special Counsel
4.	6:15	Public Hearing: Eversource Grant of Location: 631 South Street • Jacqueline Duffy, Eversource Representative (Zoom)
5.	6:15	Public Hearing: Eversource Grant of Location: 475 Hillside Ave • Jacqueline Duffy, Eversource Representative (Zoom)
6.	6:30	Joint Meeting with Park and Recreation Commission • Cynthia Chaston, Chair, Park and Recreation Commission • Members of the Park and Recreation Commission
7.	7:15	Community Preservation Plan Update • Peter Pingitore, Chair, Community Preservation Committee • Members of the Community Preservation Committee
8.	7:45	Director of Public Works • Sign Notice Traffic Regulation: Arden Street
9.	7:50	Town Manager • Town Manager Report
10.	7:55	Board Discussion • Committee Reports

APPOINTMENTS

None	
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CONSENT AGENDA *=Backup attached

1.*	Approve minutes of October 26, 2021 (open session)
2.	Accept an \$8,000 donation from the Needham Community Council for Needham Health & Human Services, Interface Referral Program.
3.	Accept a \$360 donation from the Temple Aliyah, Rabbi Perkins for the Youth & Family Services, Crisis Support Donation Fund.
4.	Accept a \$5,000 donation from the Library Foundation of Needham on behalf of the Ann MacFate Fund for the Visually Impaired.
5.	Accept a \$5,000 donation from the Friends of the Needham Public Library on behalf on the Ann MacFate Fund for the Visually Impaired.
6.	Accept a \$100 donation from Louise Bacon on behalf of the Ann MacFate Fund for the Visually Impaired.
7.	Accept a \$260 donation from multiple Town of Needham Staff on behalf of the Ann MacFate Fund for the Visually Impaired.
8.	Accept a \$1,000 donation from an Anonymous donor for Needham Public Health's Traveling Meals Program.
9.	Authorize free 2-hour meter parking during the dates of November 25, 2021 – January 1, 2022.
10*	Approve a request from Cynthia MacGowan coordinator for the Holiday House Tour Kick Off Car Parade to hold the parade in Needham on Sunday, December 12 th , 2021, 5PM with a rain/snow date of Sunday, December 19 th , 2021, 5PM. The route of the parade has been approved by the following departments: DPW, Police, Fire and Park & Recreation.
11*	Approve a request from Bard Fernandes race coordinator for the Needham Run Club New Year's Day 5K to hold the road race in Needham. The event is scheduled for Saturday, January 1, 2022, 9AM. The route of the parade has been approved by the following departments: DPW, Police, Fire and Park & Recreation.
12*	Approve a Common Victualler License for PM Story Corporation d/b/a Little Spoon for calendar year 2021.
13*	Approve and sign Water & Sewer Abatement #1312

Proclamation

WHEREAS: On Veterans Day our Nation comes together to honor our veterans and commemorate their legacy of service and sacrifice; and

WHEREAS: Needham residents have answered the call of duty in every war and expedition in our nation's history to ensure the security of our Country and its ideals; and

WHEREAS: Returning veterans contribute in important ways to the civic life of our Town; and

WHEREAS: Their service, performed with a sense of duty and honor, reflects great credit upon themselves and upon our community;

NOW THEREFORE, The Select Board of the Town of Needham do hereby recognize Thursday, November 11, 2021 as Veterans Day and ask the citizens of the Town to join in appropriate observance of those who have served, preserving the principles of justice, freedom and democracy.

Signed this 9th day of November 2021

Matthew D. Borrelli, Chair

Marianne B. Cooley, Vice Chair

Marcus Nelson, Clerk

Daniel P. Matthews



**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 11/9/2021

Agenda Item	Public Hearing: RCN Cable Television Contract Renewal
Presenter(s)	Tom Steel, RCN, Vice President & Regulatory Counsel Bill August, Special Counsel

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will recommend that the Select Board, as Issuing Authority for the Town, enter into a 10-year cable television renewal license with RCN Telecom Services of MA, LLC for the period of July 10, 2022 through July 9, 2032.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> Finding that the cable franchise renewal proposal of RCN Telecom Services of Massachusetts, LLC reasonably meets the franchise and cable-related renewal needs and interests of the public and Town; and finding that RCN's financial and technical qualifications and local programming channels, facilities, and services are reasonable to meet Town cable franchise needs, move that the Select Board, as Issuing Authority for the Town, vote to accept the renewal agreement with RCN Telecom Services of MA, LLC effective July 10, 2022 and execute renewal paperwork.	
3.	BACK UP INFORMATION ATTACHED
a. Cable Television Renewal License Agreement	

-Town of Needham Cable Television Renewal License-
July 10, 2022- July 9, 2032

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

**RCN TELECOM SERVICES
OF MASSACHUSETTS, LLC**

SELECT BOARD

**TOWN OF NEEDHAM,
MASSACHUSETTS**

JULY 10, 2022

A G R E E M E N T

This Cable Television Renewal License entered into by and between the Select Board of the Town of Needham, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and RCN Telecom Services of Massachusetts, LLC (“RCN” or the “Licensee”).

W I T N E S S E T H

WHEREAS, the Issuing Authority of the Town of Needham, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television licenses to construct, operate and maintain a Cable Television System within the Town of Needham; and

WHEREAS, the Issuing Authority conducted a public ascertainment hearing, pursuant to Section 626 of the Cable Act, on October 13, 2020, in order to (1) ascertain the future cable related community needs and interests of Needham, and (2) review the performance of RCN and its predecessors during its then-current license term; and

WHEREAS, the Issuing Authority and RCN engaged in good faith negotiations pursuant to Section 626(h) of the Cable Act and did agree thereto on terms and provisions for RCN’s continued operations and maintenance of its Cable Television System in the Town of Needham.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations and abbreviations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

- (1) Access: The right or ability of any Needham resident and/or any Persons affiliated with a Needham institution to use designated Public, Education and Government (“PEG”) facilities, equipment and/or PEG Access channels of the Cable Television System, subject to the conditions and procedures established for such use.
- (2) Access Channel: A video channel which the Licensee owns and shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and/or similar organizations.
- (3) Access Corporation: The entity, designated by the Issuing Authority from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System.
- (4) Affiliate or Affiliated Person: When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.
- (5) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.
- (6) CMR: The Code of Massachusetts Regulations.
- (7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further

amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

- (8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.
- (9) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.
- (10) Cable Television System or Cable System: A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.
- (11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.
- (12) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.
- (13) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.
- (14) DVD: The acronym for a Digital Video Disc player.
- (15) Department of Public Works ("DPW"): The Department of Public Works of the Town of Needham, Massachusetts.
- (16) Downstream Channel: A channel over which Signals travel from the Cable System Headend or Hub Site to an authorized recipient of Programming.
- (17) Drop or Cable Drop: The cable that connects an Outlet to feeder cable of the Cable System.

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- (18) Educational Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority, educational institutions and/or the Access Corporation to present non-commercial educational programming and information to the public.
- (19) Effective Date of Renewal License (the "Effective Date"): July 10, 2022.
- (20) FCC: The Federal Communications Commission, or any successor agency.
- (21) Government Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designees for the presentation of noncommercial programming and/or information to the public.
- (22) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

- (23) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.
- (24) Institutional Network ("I-Net"): The four (4) strand fiber-optic network for the exclusive use of the Issuing Authority, its designees and/or other Town Users, and which meets the requirements of Section 3.2 *infra*.
- (25) I-Net Administrator: The Person in the Town, as designated by the Issuing Authority, with primary responsibility for the operation of the I-Net.
- (26) Issuing Authority: The Select Board of the Town of Needham, Massachusetts.
- (27) Leased Channel or Leased Access: A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.
- (28) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Needham and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Ch. 166A.
- (29) Licensee: RCN Telecom Services of Massachusetts, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.
- (30) Normal Business Hours: Those hours during which most similar businesses in Needham are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.
- (31) Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- (32) Outlet: An interior or exterior receptacle, generally mounted in a wall that connects a Subscriber's or User's television set or Subscriber-owned equipment to the Cable System.
- (33) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
- (34) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (35) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

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- (36) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (37) PEG Access Channels: Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.
- (38) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (39) Prime Rate: The prime rate of interest at the Federal Reserve Bank.
- (40) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, Needham residents and/or organizations wishing to present non-commercial Programming and/or information to the public.
- (41) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing.

Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

- (42) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.
- (43) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.
- (44) Service: Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.
- (45) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.
- (46) State: The Commonwealth of Massachusetts.

- (47) Subscriber: Any Person, firm, corporation or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, Cable Television System.
- (48) Subscriber Network: The 750 MHz, bi-directional network, owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.
- (49) Town: The Town of Needham, Massachusetts.
- (50) Town Counsel: The Town Counsel of the Town of Needham, Massachusetts.
- (51) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.
- (52) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.
- (53) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.
- (54) VCR: The acronym for videocassette recorder.
- (55) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Select Board of the Town of Needham, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Needham.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application, as all may be amended.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Needham within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Needham. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways or Streets. Disputes between the Licensee and other parties regarding use of Public Ways or Streets shall be resolved in accordance with any applicable regulations of the Town and any special laws or Town by-laws and/or regulations enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on July 10, 2022 and shall expire on July 9, 2032, unless sooner terminated as provided herein.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Needham; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television

license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Section 2.4---POLICE AND REGULATORY POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws of general applicability, and not specific to this Renewal License, the Cable System or the Licensee, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

- (b) Pursuant to applicable federal and State law(s), in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under such applicable law(s) and/or regulation(s).
- (c) For purposes of this Section 2.6, the word “control” shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an “affiliated company” is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.
- (d) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.
- (e) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.
- (f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.
- (g) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within 120 days of receipt of said application. After 120 days, the application shall be deemed approved.
- (h) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION

- (a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void and shall be deemed a material breach of this Renewal License.

- (b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.
- (c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

- (a) The Licensee shall continue to own, operate, maintain and make available to all residents of the Town abutting all streets in Town already served by the Licensee as of September 30, 2004 a minimum 750 MHz Subscriber Network. Said Cable System shall be fully capable of carrying at least seventy-eight (78) video channels in the downstream direction.
- (b) The Licensee shall transmit all of its Signals to Needham Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.
- (c) The Cable Television System, pursuant to Section 3.1 herein, shall conform to the FCC technical specifications contained in **Exhibit 1** attached hereto and made a part hereof. At all times of this Renewal License, the Licensee shall meet all applicable FCC technical standards.

Section 3.2---INSTITUTIONAL NETWORK

- (a) The Licensee shall continue to operate and maintain, at its sole cost and expense, its multistrand, singlemode fiber-optic Institutional Network (the "I-Net") for the exclusive use of the Issuing Authority, its designees and/or other Town Users which I-Net has significant value to the Town.
- (b) The I-Net shall continue to be a star-topology fiber-optic network that directly connects the Needham Town Hall (as nucleus of the star) to all of the site locations listed in **Exhibit 2** ("I-Net Buildings"), attached hereto and made a part hereof. Some of said **Exhibit 2** sites were connected using a single pair of fiber strands; other **Exhibit 2** sites were connected using two (2) pairs of fiber strands. Maximum attenuation loss between each I-Net site location and the Needham Town Hall shall not exceed-8dB end-to-end at wavelength of 1300 nm.

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- (c) The Licensee shall continue to maintain and replace in a timely manner all equipment that is part of the I-Net without any charge(s) to the Issuing Authority, the Town and/or Subscribers. The Town shall maintain and replace any end-user equipment that it owns and operates.
- (d) The I-Net shall continue to comply in all respects with the technical description of the Needham Institutional Network in this Section 3.2, including any equipment specified herein.
- (e) Pairs of single-mode fiber-optic strands shall interconnect each of the buildings and locations as specified in **Exhibit 2**, attached hereto. Any future Town and/or Needham school buildings and sites shall be connected to the I-Net, upon request of the Issuing Authority, in accordance with Section 3.2(l) infra.
- (f) The I-Net shall continue to be capable of providing voice, video and data services between I-Net Buildings during the term of this Renewal License.
- (g) Each pair of single-mode fiber cables shall continue to terminate at a Licensee-provided fiber patch-panel at each I-Net site location, and at the Needham Town Hall.
- (h) The I-Net shall continue to be maintained by the Licensee as follows:
 - (1) The I-Net shall be maintained at all times in the downstream and upstream mode(s) to conform to FCC standards, if applicable; the Licensee shall document how its regular monitoring procedures serve to achieve that result. Such documentation shall be made available to the Issuing Authority and/or its designee(s) upon reasonable demand.
 - (2) The Licensee's response to all I-Net outages or significant service degradation shall meet the same standards as its response to Subscriber Network outages, but in any case within two (2) hours of notification or when the Licensee knew of the outage or should have known of the outage, whichever is earlier.
 - (3) The Town shall identify, and provide to the Licensee, the name and a telephone number for the I-Net Administrator.
 - (4) For scheduled I-Net maintenance activities and scheduled Subscriber Network maintenance activities that may impact the I-Net, whether initiated at the Town's request or by the Licensee, the Licensee shall provide a minimum of one (1) week notice to the I-Net Administrator, unless otherwise agreed to by the I-Net Administrator.
 - (5) For all Cable System maintenance activities likely to impact I-Net service, scheduled or otherwise, the Licensee shall notify the I-Net Administrator prior to the commencement of any such work.
 - (6) All requests for I-Net maintenance shall be coordinated by the I-Net Administrator.

(7) In the event that the Subscriber Network and the I-Net experience an outage simultaneously, it is the understanding of the parties hereto that the Licensee's first priority is to repair the Subscriber Network.

(i) The Town shall have the right hereto to use the I-Net for any non-commercial purposes whatsoever, including, but not limited to, carrying telephone, telecommunications services and/or Internet Service(s) from third parties for Town use on the I-Net for the Town's internal use only, without charges of any kind levied by the Licensee. Connectors will be SC/APC to allow video carriage as well as data and telephony.

(j) The Licensee shall supply the appropriate connector, as designated by the Issuing Authority, so as to allow the User(s) origination capability at the institutions specified by the Town during the term of the Renewal License.

(k) Beyond the I-Net Drops and Outlets listed in **Exhibit 2**, as of the Effective Date, the Licensee shall provide, install and activate additional connections to designated I-Net Locations, listed in **Exhibit 3** attached hereto. **Exhibit 3** lists the number of fibers to be provided to each I-Net Location. The Licensee shall not charge the Town for the Drop and Outlet to the new Senior Center.

(i) Construction, installation and activation of additional designated Drops and Outlets shall be completed within sixty (60) days of designation by the Issuing Authority, for aerial Drops, and within one hundred twenty (120) days of designation by the Issuing Authority, for underground Drops, weather permitting, or such later date as may be mutually agreed upon by the parties. The Licensee shall discuss the location of each connection with the appropriate officials in each of the I-Net Locations designated to receive a Drop or Outlet, prior to the installation of such Drop or Outlet. The Issuing Authority shall designate such officials in writing to the Licensee.

(l) Beyond the I-Net Drops/Outlets specified in **Exhibits 2 and 3** herein, upon the Issuing Authority's request, the Licensee shall provide additional I-Net Drops/Outlets for newly constructed or acquired buildings, at reasonable cost to the Town.

(m) The Licensee shall use its best efforts to work with the Issuing Authority and its designee(s) to meet the Town's reasonable needs in connection with the Town's use and development of the I-Net, including, but not limited to, making available to the Town a reasonable amount of professional consultation regarding the use and development of the I-Net, from its in-house personnel, on an annual basis, without charge(s) to the Town.

(n) Nothing in this Section 3.2, or elsewhere in the Renewal License, shall prevent the Issuing Authority from allowing the Access Corporation from using I-Net bandwidth.

(o) The Licensee shall continue to have the sole responsibility for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control and/or

ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net. Test results shall be promptly submitted to the I-Net Administrator.

(p) In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem promptly. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to reasonably request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such performance tests within seven (7) days of any such request and correct the problem within seven (7) days and submit the results to the Issuing Authority promptly, unless the Licensee notifies the Issuing Authority, in writing, that such correction cannot be completed within such seven (7) day period.

(q) There shall be no charges to the Issuing Authority, the Town and/or Subscribers for I-Net operational, maintenance, repair, replacement, and/or Drop/Outlet(s) installation costs. In the event that applicable state and/or federal laws and/or regulations allow the Licensee to externalize, line-item or otherwise pass-through any I-Net costs incurred pursuant to this Renewal License to Subscribers, the Licensee may only do so, including, but not limited to, the computation, collection and/or interest paid on and allocation of any such costs, strictly in compliance with such applicable laws and/or regulations.

(r) If applicable and if requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any such externalized or passed-through I-Net costs, in sufficient detail to enable the Issuing Authority to understand how such new costs have been externalized or passed through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said written explanation to the Issuing Authority, in writing, within fourteen (14) days of a request to do so by the Issuing Authority.

Section 3.3---EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network described in Section 3.1 herein shall comply with the FCC's Emergency Alert System ("EAS") regulations.

Section 3.4---PARENTAL CONTROL CAPABILITY

The Licensee shall comply with all requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

ARTICLE 4

CABLE SYSTEM LOCATION, MAINTENANCE AND OPERATIONAL STANDARDS

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

- (a) The area to be served is substantially the entire Town of Needham Service shall be provided to every dwelling occupied by a Person requesting Cable Service that can be reached by the Cable System via the public right of way in the Town or easements in the Town over which the Town has control, provided that the Licensee is able, in addition, to obtain from owners of private property any necessary easements and/or permits in accordance with applicable law(s).
- (b) The Licensee shall make its Cable System available to substantially all residents of the Town, unless legally prevented from doing so, subject only to the installation charges herein.
- (c) The Licensee's obligation to extend its Cable System to Streets of the Town not already served by the Licensee as of the Effective Date of this Renewal License shall be limited to those Streets in which the Licensee's cost of construction is no greater than Five Hundred Dollars (\$500.00) per dwelling unit, unless prospective Subscribers within said Streets agree to pay all additional costs in excess of said \$500.00 amount.
- (d) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred twenty-five feet (125') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than 125' from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges. The Licensee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than 125' from the existing aerial Trunk and Distribution System and additions thereto.

Section 4.2---LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, install, operate and maintain the Cable Television System within the Town of Needham. Poles, towers, if any, and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State and local laws and regulations.

Section 4.3---UNDERGROUND FACILITIES

- (a) In the areas of the Town having telephone lines and electric utility lines underground, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility company, the Licensee shall likewise place its facilities underground at no cost to the Town, unless the Town makes public funds available to occupiers of the rights-of-way to aid in the cost of said underground project(s).
- (b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.
- (c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law
- (d) Nothing in this Section 4.3 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

Section 4.4---TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Section 4.5---RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the

reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6---TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town at no cost to the Town, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7---DISCONNECTION AND RELOCATION

The Licensee shall, upon reasonable advance notice, without cost to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any Street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8---SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.9---PEDESTALS

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the Town's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public layout, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All pedestals shall be shown on the construction maps submitted to the Town in accordance with Section 4.12 infra. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the

Public Ways in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

Section 4.10---PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

Section 4.11---RIGHT TO INSPECTION OF SYSTEM

The Issuing Authority or its designee(s) shall have the right, at its cost, to inspect all construction and installation work performed subject to the provisions of this Renewal license in order to ensure compliance with the terms and conditions of the Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. Except for emergency situations, the Issuing Authority shall provide the Licensee with timely notice of any such inspection(s). The Licensee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

Section 4.12---CABLE SYSTEM AND I-NET MAPS

(a) The Licensee shall file with the Issuing Authority or its designee(s) as-built maps of the Cable System and I-Net plants. If changes are made in the Cable System and/or the I-Net, upon request, the Licensee shall file updated as-built maps annually, not later than fifteen (15) days after any such request.

(b) Within thirty (30) days of the Effective Date of this Renewal License, the Licensee shall supply the Town with a full set of up-to-date Computer-Aided-Design/Computer-Aided Mapping (CAD-CAM) maps of the Cable System and the I-Net, for the Town's use, without charge(s) to the Issuing Authority and/or any Town department. The Licensee shall update and maintain said mapping on an annual basis throughout the term of this Renewal License. Said CAD-CAM maps shall separately show, among other things all of the Licensee's Cable System plant in the Town.

Section 4.13---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

Section 4.14---COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) when available to any commercial establishments in the Town, provided that said establishment(s) agrees to pay for installation and subscription costs as established by the Licensee.

Section 4.15---DIG SAFE

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall provide a Basic Service which shall include all Signals which are required to be carried by a Cable Television System serving the Town pursuant to applicable federal statute or regulation.

Section 5.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 5**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 5**, attached hereto, are at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Needham Programming line-up at least thirty (30) days before any such change is to take place, and the Licensee shall provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4---VCR/DVR/DVD CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any two channels and set VCR, DVR or DVD controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request, equipment which will allow VCR, DVR or DVD owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR, DVR or DVD, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said equipment shall be available to all Subscribers in accordance with applicable law

(b) The Licensee reserves its right to Scramble or otherwise encode any cable channel(s), as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals, in accordance with applicable law(s).

Section 5.5---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.6---DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS AND PUBLIC SCHOOLS WITHOUT CHARGE(S)

The Licensee shall provide a Cable Drop, an Outlet and monthly Basic Service along its cable routes at no cost to public schools, police and fire stations, public libraries, and other public buildings if with respect only to such buildings listed in Exhibit 5 that were actually provided such a Cable Drop, Outlet and monthly Basic Service as of the effective date of this Renewal License.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Access Corporation, as designated by the Issuing Authority, shall continue to be responsible for the provision of Public, Educational and Governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2---PEG ACCESS CORPORATION

The Access Corporation, operating as a nonprofit charitable corporation under Section 501(c)(3) of the Internal Revenue Code, shall provide services to PEG Access Users and the Town subject to a Grant Agreement by and between the Access Corporation and the Issuing Authority if required by the Issuing Authority, as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below subject to the Issuing Authority reserving its legal rights of ultimate control of Government and Educational Access programming;
- (2) Manage PEG Access annual funding, pursuant to Section 6.4 below, subject to and in accordance with all applicable federal, state and local law, regulation and applicable requirements;
- (3) Purchase, maintain and/or lease PEG Access equipment, with the funds allocated for such purposes in Section 6.5 below;
- (4) Conduct training programs in the skills necessary to produce quality PEG Access programming;
- (5) Provide technical assistance, pre-production services, post-production services and production services to PEG Access Users, using Access Corporation staff and volunteers;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels subject to Town Educational and Government Access Channel rules being acceptable to the Issuing Authority;
- (7) Accomplish such other tasks relating to the operation, scheduling and/or management of PEG Access Channels, facilities and equipment as appropriate and necessary; and
- (8) Produce or assist Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

Section 6.3---PEG ACCESS CHANNELS

(a) The Licensee shall continue to make available for use by the Issuing Authority and/or the Access Corporation three (3) Licensee-owned Downstream Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the Town and/or the Access Corporation, and shall be subject to the control and management of the Issuing Authority and/or the Access Corporation.

(b) In addition to the three (3) standard definition channels referenced at (a) *supra*, Licensee shall provide one **(1)** high-definition channel for purposes of broadcast of Public Access programming by the Access Corporation. Said channel shall be made available to the Access Corporation upon request, but in no event later than four (4) months after the Execution Date.

(c) The Licensee reserves the right to make or change PEG Access Channel assignments at its sole discretion, provided, however, that the Licensee shall provide the Town with ninety (90) days' notice prior to any such change of the PEG Access Channel assignments.

Section 6.4---QUARTERLY FUNDING FOR PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS PROGRAMMING

(a) Starting on the Effective Date of this Renewal License, the Licensee shall provide the Issuing Authority, for Access Corporation purposes, with annual funding in the amount of five percent (5%) of its Gross Annual Revenues, as defined in Section 1.1(22) *supra*, for the production of Public, Educational and Governmental Access Programming. Said 5% payments shall be made directly to the Access Corporation instead of directly to the Issuing Authority unless otherwise directed in writing by the Issuing Authority (i) on or before May 15th of each year of this Renewal License for the previous three (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three- (3) month period of April, May and June; (iii) on or before November 15th of each year of this Renewal License for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December.

(b) The Licensee shall file with each of said five percent (5%) quarterly payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 7**, a copy of which shall be filed with the Issuing Authority. If the Licensee's quarterly payments to the Access Corporation were less than five percent (5%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Access Corporation no later than the quarterly payment subsequent to the discovery of such underpayment.

Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(22) supra.

(c) In no case shall said five percent (5%) payment(s) include (i) the equipment/capital funding required by Section 6.5 below; and/or (ii) applicable License Fee payments to the Town, the State and/or the FCC. Said five percent (5%) payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(d) In the event that the PEG Access Funding payments herein required are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate, on the last day of business of the prior month. Any such late payments to the Issuing Authority pursuant to this Section 6.4(d) shall not be deemed to be part of the funding to be paid to the Access Corporation pursuant to this Section 6.4 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 6.5---PEG ACCESS EQUIPMENT/FACILITIES FUNDING

(a) The Licensee shall provide funding to the Access Corporation in the amount of Fifty Thousand Dollars (\$50,000.00) payable in ten (10) equal and annual payments of five thousand dollars (\$5,000.00) per annum with the first of such annual PEG Access capital payments due sixty (60) days from the Effective Date hereof and subsequent payments due on the nine (9) next anniversary dates of said first annual capital payment due date.

(b) In no case shall said total \$50,000.00 equipment and facilities payments be counted against (i) the annual funding for PEG Access Programming required by Section 6.4 supra; (ii) any License Fee payment, required by Section 7.1 infra; and/or (iii) any other fees or payments required by applicable laws. The payment in paragraph (a) above shall be made directly to the Access Corporation.

(c) In the event that the equipment/facilities payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payment shall accrue from the date due and be paid to the Access Corporation at the annual rate of two percent (2%) above the Prime Rate. Any such late payments to the Access Corporation pursuant to this Section 6.5(c) shall not be deemed to be part of the funding to be paid to the Access Corporation pursuant to Section 6.5 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 6.6---EQUIPMENT OWNERSHIP

The Town and/or the Access Corporation, as determined by the Issuing Authority, shall own all PEG Access equipment purchased with funding pursuant to Section 6.5 supra. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment.

Section 6.7---ACCESS CORPORATION ANNUAL REPORT

Upon the written request of the Licensee, the Issuing Authority shall provide the Licensee with a copy of the Access Corporation's annual Form PC submitted to the Division of Public Charities and the Form 990.

Section 6.8---PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained, at a minimum, at the standards commensurate with those which apply to the Cable System's commercial channels. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

Section 6.9---PEG ACCESS CABLECASTING

(a) In order that the Issuing Authority, its designee(s) and/or the Access Corporation can cablecast its PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be modulated, or generated, as applicable, by the Access Corporation from the PEG Access studio, located as of the Effective Date at 257 Chestnut Street, to the Cable System Headend or Hub, on the Licensee's I-Net made available, without charge, to the Issuing Authority, its designee(s) and/or the Access Corporation for their use.

(b) The Licensee shall ensure that said PEG Access Programming is automatically switched electronically at the Headend or Hub to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. At the Headend or the Hub, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels. The Licensee shall not charge the Issuing Authority, its designee(s) and/or the Access Corporation for such electronic switching responsibility. Any manual switching shall be the responsibility of the Access Corporation or the Issuing Authority. The Licensee and the Issuing Authority shall discuss in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall own, maintain, repair and/or replace any Headend or Hubsite Signal processing equipment. The Licensee shall continue to own, maintain, repair and/or replace the studio encoders or modulators and demodulators necessary to transmit video and audio into the I-Net. Unless otherwise agreed to, the demarcation point between the Licensee's equipment and/or the Town's or the Access Corporation's equipment shall be at the output of the Access Corporation's master control output.

Section 6.10---CENSORSHIP

Neither the Licensee, the Town nor the Access Corporation shall engage in any program censorship or any other control of the content of the Public Access Programming on the Cable System, except as otherwise required or permitted by applicable law and subject to the Issuing Authority reserving its lawful control over Educational and Government Access simultaneous with the Access Corporation being designated to manage and operate the PEG Channels consistent with the foregoing.

Section 6.11 THIRD PARTY RIGHTS

The Issuing Authority and the Licensee herein acknowledge and agree that the Access Corporation is not a party to this Renewal License and that any provisions herein that may affect the Access Corporation are not intended to and do not create any rights on behalf of the Access Corporation or on behalf of any third party.

ARTICLE 7

LICENSE FEE PAYMENTS

Section 7.1---LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s).

(b) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the Quarterly Funding for PEG Access Programming pursuant to Section 6.4 supra; and (ii) any License Fees that may be payable to the Town, the State and/or the FCC; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town or the Access Corporation because of late payments; (ii) the equipment/facilities funding payments payable to the Issuing Authority and/or the Access Corporation pursuant to Section 6.5 supra; (iii) the costs related to any liquidated damages pursuant to Section 11.2 infra; and (iv) any exclusion to the term “franchise fee” pursuant to Section 622(g)(2) of the Cable Act.

(c) In the event that the License Fees herein required herein are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at rate

of two percent (2%) above the Prime Rate. Any payments to the Town pursuant to this §7.1 shall not be deemed to be part of the License Fees to be paid to the Town and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Section 7.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fees shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or the Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

Section 7.3---RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid pursuant to this Renewal License is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have, including interest, pursuant to Section 6.4 and/or Section 7.1 supra. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than two (2) years after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). Upon reasonable written notice, the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of any payments to the Issuing Authority tendered hereunder.

(c) If, after such audit and recomputation, an additional fee is owed to the Issuing Authority or the Access Corporation, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required payment to the Issuing Authority or the Access Corporation, without interest charges of any kind.

Section 7.4---AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Needham.

Section 7.5---METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to the Renewal License shall be made payable to the Town and deposited with the Town Treasurer unless otherwise requested in writing by the Issuing Authority and subject to applicable law.

ARTICLE 8

RATES AND CHARGES

Section 8.1---RATE REGULATION

The Town reserves the right to regulate the Licensee's Basic Service rates and charges to the extent allowable under State and federal laws.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached as **Exhibit 8**.

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

Section 8.4---CREDIT FOR SERVICE INTERRUPTION

Pursuant to applicable law(s), in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

Section 8.5---SENIOR CITIZEN DISCOUNT

The Licensee shall continue to provide senior citizens in Needham a discount of two dollars (\$2.00) per month off of the Licensee's Basic Service. To qualify for said discount, senior citizens must be (1) sixty-five (65) years of age or older and head of the household receiving one of the following: (i) Supplemental Security Income, or (ii) Medicaid benefits, or (iii) Massachusetts fuel assistance, or (iv) Veteran's Service benefits. Said discount shall apply to the full level of Basic Service; however, this discount may not apply to other discount package prices.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---INSURANCE

- (a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured, with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars per occurrence (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.
- (b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- (c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.
- (d) The following conditions shall apply to the insurance policies required herein:
 - (i) Such insurance shall commence no later than the Execution Date of this Renewal License.
 - (ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.
 - (iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

Section 9.2---PERFORMANCE BOND

- (a) The Licensee shall maintain at its sole cost and expense throughout the term of this Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of One Hundred Fifty Thousand Dollars

(\$150,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Section 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3---REPORTING

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 9.4---INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within after receipt of a claim or action pursuant to this section as not to prejudice or result in loss of Licensee's rights to timely file any answers, pleadings, motions or related filings.

Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day-to-day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Renewal License, conducted by the Issuing Authority and/or its designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s) and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If noncompliance is found which could result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra. Said report shall report on the Licensee's compliance to the terms and conditions of this Renewal License, as well.

Section 10.3---NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

Section 10.5---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee, which cost shall be summarized by the Issuing Authority.

Section 10.6---JURISDICTION

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11

DETERMINATION OF BREACH-LIQUIDATED DAMAGES LICENSE REVOCATION

Section 11.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

- (a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position.
- (b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.
- (c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.
- (d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:
 - (i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;
 - (ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
 - (iii) Commence an action at law for monetary damages;

- (iv) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) Declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) Invoke any other lawful remedy available to the Town.

Section 11.2---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(c) above.

(1) For failure to operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Three Hundred Fifty Dollars (\$350.00) per day, for each day that any such noncompliance continues.

(2) For failure to fully operate and maintain the Institutional Network in accordance with Section 3.2 herein, Three Hundred Fifty Dollars (\$350.00) per day, for each day that any such non-compliance continues.

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access provisions in accordance with Article 6 herein, Three Hundred Fifty Dollars (\$350.00) per day, for each day that any such noncompliance continues.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and **Exhibit 9** attached hereto, One Hundred Dollars (\$100.00) per day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 5.6 herein and/or **Exhibit 6**, and/or the Institutional Network Drops in accordance with Section 3.2 herein and/or **Exhibit 2** and/or **Exhibit 3**, One Hundred Dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day per report, that each and any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 11.3---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 11.1 supra, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4---TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 11.5---NOTICE TO TOWN OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed.

Section 11.6---NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under the Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 11.7---NO WAIVER-CUMULATIVE REMEDIES

- (a) No failure on the part of the Issuing Authority or the Town, or the Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.
- (b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Issuing Authority or the Town or the Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.
- (c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.
- (d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1---CUSTOMER SERVICE OFFICE

The Licensee shall have a customer service office that is reasonably convenient and proximate to the Town and for Subscribers that will be open during Normal Business Hours and accessible to Subscribers to make bill payments.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 9**, during Normal Business Hours, as defined therein. (b) The Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Needham Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

(e) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

Section 12.3---CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone

answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such afterhours calls. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

- (a) The Licensee shall provide Cable Service(s), for new aerial installations, to Needham residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a more narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).
- (b) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business morning.
- (c) The Licensee shall ensure that there are stand-by technician(s) on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.
- (d) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.
- (e) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 12.5---FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 9**.

Section 12.6---BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 8** and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Billing Practices Notice;
- (ii) Services, Rates and Charges Notice;
- (iii) Form of Bill;
- (iv) Advance Billing and Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

Section 12.7---COMPLAINT RESOLUTION PROCEDURES

- (a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:

- (i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee. Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Needham with the Issuing Authority or its designee(s) and a representative of the Licensee,

within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.

- (c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 12.8---REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

Section 12.9---EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY

- (a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.
- (b) The Licensee shall comply with all privacy provisions contained in the Article 12 and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act.
- (c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

Section 12.11---PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.12---MONITORING

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall promptly report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.13---DISTRIBUTION OF SUBSCRIBER INFORMATION

The Licensee and its agents and/or employees shall not, without giving Subscribers the opportunity to prevent disclosure, disclose to any third-party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third-party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

Section 12.14---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 12.15---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall promptly make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.16---PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review the Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

- (a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.
- (b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2---FINANCIAL REPORTS

- (a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by an authorized representative of the Licensee. Said forms shall contain such financial information as required by applicable law.
- (b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3---CABLE SYSTEM INFORMATION

Pursuant to applicable law, upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to the number of Basic Service Subscribers.

Section 13.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.5 of this Renewal License, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority on a semi-annual basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may

be required by applicable law(s): (i) confirmation that, under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis); and (ii) confirmation that, under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

Section 13.5---SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500, attached hereto as **Exhibit 10**, to the Issuing Authority, or its designee(s), as required by the Cable Division.

Section 13.6---INDIVIDUAL COMPLAINT REPORTS

Subject to Section 12.7 supra, the Licensee shall, within fourteen (14) business days after receiving a written request from the Issuing Authority, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.7---ANNUAL PERFORMANCE TESTS

Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 13.8---QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Section 13.9---DUAL FILINGS

To extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject

to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

Section 13.10---ADDITIONAL INFORMATION

At any time during the term of the Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 supra.

Section 13.11---INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit, or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14

EMPLOYMENT

Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

Section 14.2---NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2---CAPTIONS

The captions to sections throughout the Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Renewal License.

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License.

Section 15.6---WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of the Renewal License:

- (i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;
- (iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;
- (iv) There are no actions or proceedings pending or threatened against the Licensee as of the Effective Date of this Renewal License that would interfere with its performance of the Renewal License; and
- (v) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date of this Renewal License, the performance of all terms and conditions in this Renewal License is commercially practicable.

Section 15.7---FORCE MAJEURE

If by reason of Force Majeure either party hereto is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of either party hereto.

Section 15.8---REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9---SUBSCRIBER TELEVISION SETS

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 15.10---APPLICABILITY OF RENEWAL LICENSE

All of the provisions in the Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 15.11---NOTICES

- (a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Select Board, Town of Needham, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492, with one (1) copy to the Town Counsel at an address to be provided to the Licensee by the Issuing Authority from time to time, and one (1) copy to the Cable Advisory Committee at the Needham Town Hall, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.
- (b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Vice-President and General Manager, RCN Telecom Services of Massachusetts, LLC, 956 Massachusetts Avenue, Arlington, MA 02476, or such other address as the Licensee may specify in writing to the Issuing Authority, with one (1) copy to such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt:
- (c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Issuing Authority or its designee(s) shall publish notice

of the same, sufficient to identify its time, place and purpose, in a Needham newspaper of general circulation.

(d) Subject to subsection (c) above, all required notices shall be in writing.

Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY

In accordance with Section 635A(a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

Section 15.13---TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

Section 15.14---TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the execution of the Renewal License and shall continue for the term of the Renewal License except as expressly provided for otherwise herein.

E X H I B I T S EXHIBIT 1

FCC TECHNICAL SPECIFICATIONS

**TITLE 47—TELECOMMUNICATION CHAPTER I--FEDERAL COMMUNICATIONS
COMMISSION PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION
SERVICE**

§ 76.605 Technical standards.

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

(1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.

(2) The aural center frequency of the aural carrier must be $4.5 \text{ MHz} \pm 5 \text{ kHz}$ above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30-meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of $0.0133 (Z)$ millivolts and, as measured at the end of a 30-meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of $0.00662(Z)$ millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30-meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

(i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;

(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (*e.g.*, 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, *etc.*); and

(iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (*e.g.*, baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

- (6) The amplitude characteristic shall be within a range of ± 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.
- (i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.
- (ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.
- (7) The ratio of RF visual signal level to system noise shall be as follows:
- (i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.
- (ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.
- (iii) As of June 30, 1995, shall not be less than 43 decibels.
- (iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are applicable only to:
- (A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;
- (B) Each signal which is first picked up within its predicted Grade B contour;
- (C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.
- (8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:
- (i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and
- (ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.
- (9) The terminal isolation provided to each subscriber terminal:
- (i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and
- (ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.
- (10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.
- (11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:
- (i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed $\pm 20\%$.

(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed ± 10 degrees.

(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

		Signal	
leakage	Frequencies	limit	Distance in
	(micro-volt/ meters (m)		
		meter)	

	Less than and including 54 MHz, and over 216 MHz	15	30
	Over 54 up to and including 216 MHz	20	3

(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

EXHIBIT 2

I-NET BUILDINGS

Each of the following sites must be directly connected to the Data Center located in the Needham Town Hall (at 1471 Highland Avenue) using pairs of 8-micron single-mode fiber optic cabling, as specified in the listings below.

Public Schools

Two fiber pairs (four fiber strands) required for each Public School location:

Broadmeadow School	120 Broadmeadow Street
Eliot School	135 Wellesley Avenue
High Rock School	77 Ferndale Road
Hillside School	28 Glen Gary Road
High School	609 Webster Street
Mitchell School	187 Brookline Street
Newman School	1155 Central Avenue
Pollard School	200 Harris Avenue
School Administration Building	1330 Highland Avenue
Sunita L. Williams School	585 Central Avenue

Town Administration and Service Buildings

Two fiber pairs (four fiber strands) required for each Town Administration and Service building location:

Public Library	1139 Highland Avenue
Police Station	99 School Street
Central Fire Station	88 Chestnut Street
Needham Heights Fire Station	707 Highland Avenue
Department of Public Works	470 Dedham Avenue
Public Service Administration Building:	500 Dedham Avenue
Stephen Palmer Senior Center	83 Pickering Street
Recycling and Transfer Station Building A	1421 Central Avenue
Recycling and Transfer Station Building B	1421 Central Avenue
Water Treatment Plant	Charles River Street
Rosemary Recreation Complex	178 Rosemary Street
Memorial Park Field House	92 Rosemary Street
Ridge Hill Reservation Office	463 Charles River Street
John J Daley Building	257 R Webster Street
Center at the Heights	300 Hillside Avenue
Jack Cogswell Building	1407 Central Avenue
Water Building	480 Dedham Avenue
PEG Access Studio	257 Chestnut Street

Exhibit 2: Page 2

Private Educational Institutions

One fiber pair (two fiber strands) required for each Private Educational Institution location:

Saint Joseph School	90 Pickering Street
Saint Sebastian's Country Day School	1191 Greendale Avenue
The Walker School	1968 Central Avenue
Olin College	1735 Great Plain Avenue

Pump Stations

One fiber pair (two fiber strands) required for each Pump Station location:

Pump station buildings:

257 West Street
274 Reservoir Street
120 Kendrick Street
1352 Great Plain Avenue
21 Alden Road
20 Saint Mary's Street

Below-ground pump stations:

63 Reservoir Street
41 Lake Drive

Milo Circle (location is at Captain Robert Cook Drive (Pole 2))
Warren Street (pole 2)
Captain Robert Cook Drive
914 Charles River Street
484 Dedham Avenue
Wading River Road (below ground pump station has been added with location to be further determined)

Water Towers

One fiber pair (two strands) required for each water tower:

Dunster Road
175 Hillcrest Road

EXHIBIT 3 ADDITIONAL I-NET BUILDINGS

[None specified in Exhibit 3]

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10, 2022-July 9, 2032

EXHIBIT 4

PROGRAMMING AND SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming; +
- Entertainment Programming; and +
- Local Programming.

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Execution Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

(See Attached)

EXHIBIT 5

FREE DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND PUBLIC SCHOOLS

The Licensee shall provide a Cable Drop, an Outlet and monthly Basic Service along its cable routes at no cost to public schools, police and fire stations, public libraries, and other public buildings listed below with respect only to such buildings that were actually provided such a Cable Drop, Outlet and monthly Basic Service as of the effective date of this Renewal License.

(1) Fire Station:	707 Highland Avenue
(2) Fire Station:	88 Chestnut Street
(3) Senior Center:	83 Pickering Street, Apt. B1
(4) Senior Center:	300 Hillside Avenue
(5) Select Board:	1471 Highland Avenue
(6) Town Manager:	1471 Highland Avenue
(7) DPW:	470 Dedham Avenue
(8) Housing Authority:	34 Seabeds Way
(9) PSAB Community Development:	500 Dedham Avenue
(10) PSAB Park & Recreation:	500 Dedham Avenue
(11) Needham Public Library:	1139 Highland Avenue
(12) Needham Police:	99 School Street
(13) Town Hall:	1471 Highland Avenue
(14) Emergency Management:	88 Chestnut Street
(15) Senior Center:	300 Hillside Avenue
(16) Senior Center:	83 Pickering Street
(17) Rosemary Recreational Complex:	178 Rosemary Street
(18) Memorial Park:	Highland Avenue at Rosemary
(19) Water Treatment Facility:	Charles River Street
(20) Cricket Field House:	Hillside Avenue
(21) Daley Building:	257 Rear Webster Street
(22) Ridge Hill Reservation:	463 Charles River Street
(23) Eliot School:	135 Wellesley Avenue
(24) Mitchell School:	187 Brookline Street
(25) Hillside School:	28 Glen Gary Road

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July 10, 2022- July 9, 2032

(26) Broadmeadow School:	120 Broadmeadow Road
(27) Needham High School:	609 Webster Street
(28) Pollard School:	200 Harris Avenue
(29) Newman Junior High School:	1155 Central Avenue
(30) High Rock School:	77 Ferndale Road
(31) School Administration Building:	1330 Highland Avenue
(32) Needham Youth Commission:	1471 Highland Avenue
(33) Walker School:	1968 Central Street
(34) Haddad School:	90 Pickering Street
(35) St. Sebastian School:	1191 Greendale Avenue
(36) St. Josephs School:	90 Pickering Street
(37) PEG Access Studio:	257 Chestnut Street

EXHIBIT 6

**PEG ACCESS FUNDING
GROSS ANNUAL REVENUES REPORTING FORM RCN TELECOM
SERVICES OF MASSACHUSETTS, LLC**

TOWN OF NEEDHAM

Period: [enter period of which payment is based]

Totals

Totals by Service:

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Totals by Non Service:

Home Shopping Revenue	
Advertising Revenue	
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Total Gross Revenue	\$ [enter total]
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License Fee (5%)	\$ [enter % of total]
Fee-on-Fee (5%)	<u>\$ [enter % of %]</u>

License Fee Due	<u>\$ [enter total due]</u>
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1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other billing adjustments.

Authorized RCN Representative:

Name:

Date:

EXHIBIT 7

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.

- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due; (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or

- (b) A subscriber requests the downgrade within the 30-day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 8

FCC CUSTOMER SERVICE OBLIGATIONS

**TITLE 47--TELECOMMUNICATION CHAPTER I--FEDERAL COMMUNICATIONS
COMMISSION**

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards. (b) Nothing in this rule should be construed to prevent or prohibit: (1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability-- (i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering

Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

-Town of Needham Cable Television Renewal License-
July 10, 2022- July 9, 2032

- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber. (ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated. (iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 9

CABLE DIVISION FORM 500

(See Attached)

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Contact:

Phone:

E-Mail:

Average Resolution Time:

<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> > 30 Days

Manner of Resolution:

A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing					
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond to Original Complaint					
Other:					

SIGNATURE PAGE

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Select Board of the Town of Needham, Massachusetts, as Issuing Authority, this ____ day of _____ 2021, and all terms and conditions are hereby agreed to by RCN Telecom Services of Massachusetts, LLC.

The Needham Select Board,
as Issuing Authority

Approved as to form by special municipal counsel

Chair

William August, Esq.

Vice Chair

Clerk

RCN Telecom Services of Massachusetts, LLC
By:

Jeffrey Carlson
Vice-President and General Manager



**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 11/9/2021

Agenda Item	Public Hearing: Eversource Grant of Location: 631 South Street
Presenter(s)	Jacqueline Duffy, Eversource Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Eversource Energy requests permission to install approximately 8 feet of conduit in South Street. This work is necessary to provide underground service to 631 South Street, Needham. The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, that conduit must be placed at 24" below grade to the top of the conduit.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Select Board approve and sign a petition from Eversource Energy to install approximately 8 feet of conduit in South Street.	
3.	BACK UP INFORMATION ATTACHED
a. DPW Review Sheet b. Letter of Application c. Petition d. Order e. Petition Plan f. Notice Sent to Abutters g. List of Abutters	

**TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT**

P.O. Box 920364 NEEDHAM, Ma. 02492 Telephone: (781) 455-7550
www.needhamma.gov/dpw

TO: Kristin Scoble, Select Board Office
FROM: Judy Laffey, DPW Office
DATE:
RE:

For Select Board Meeting of

Abutters list & labels at Assessors Office.

Please email confirmation date & time of hearing

GRANT OF LOCATION PETITION REVIEW

DATE OF FIELD REVIEW: 10-27-21

REVIEWER: R.W.W.

SITE LOCATION: #631 SOUTH ST.

UTILITY REQUESTING: EVERSOURCE

Conduit Work Area Description

☒ A Sidewalk/Grass Strip Crossing Only

Peer Review tar (Ok to proceed)

B Work Within Paved Road Perpendicular Crossing

Peer Review _____

C Work Within a Plaza Area/Landscaped Island/Parallel Along Roadway

Peer Review _____ Div. Head Review _____

D Other

Peer Review _____ Div. Head Review _____

☐ Petition Plan Consistent with Field Review

☐ Old Pole Removed N/A

☒ Diameter of Conduit 3"

☐ Cables Transferred to New Pole N/A

☒ Depth of Conduit

☐ New Riser on Pole No

☒ Utility Conflicts

☐ Visible Trench Patch across Road/Sidewalk No

☒ Crossing Perpendicular to Road

☒ Abutters List Complete

☒ Public Road

☒ Photos Included

☐ Double Pole N/A

Department Head _____

COMMENTS:

NO NEW TRENCHING, NO RISER ON POLE AS OF YET.



200 Calvary Street
Waltham, Ma 02453

October 25, 2021

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: South Street
Needham, MA
W/O # 6347587

Dear Members of the Board:

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

The reason for this work is to provide underground electric service to 631 South Street.

If you have any further questions, contact Joanne Callender at (781) 314-5054. Your prompt attention to this matter would be greatly appreciated.

Very truly yours,

Richard M. Schifone

Richard M. Schifone, Supervisor
Rights and Permits

RMS/jc
Attachments

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

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

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

South Street

Northwesterly from pole 12/71, approximately 365 feet southwest of High Rock Street, a distance of 8± feet – conduit

W/O #6347587

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

1. Conduits and manholes shall be located as shown on the plan made by **T. Thibault**, dated **October 8, 2021** on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the Select Board or such officer or officers as it may appoint to supervise the work.

1 _____
2 _____
3 _____
4 _____
5 _____

Select Board
the Town of
NEEDHAM

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____ 2021 at _____ in said Town.

1 _____
2 _____
3 _____
4 _____
5 _____

Select Board
the Town of
NEEDHAM

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the **Select Board** of the Town of **NEEDHAM**, Masssachusetts, duly adopted on the _____ day of _____, 2021 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

Attest: _____

Clerk of the Town of **NEEDHAM**, Massachusetts

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

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

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

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **T. Thibault, dated October 08, 2021**, and filed herewith, under the following public way or ways of said Town:

South Street

**Northwesterly from pole 12/71, approximately
365 feet southwest of High Rock Street, a
distance of 8± feet – conduit**

W/O #6347587

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

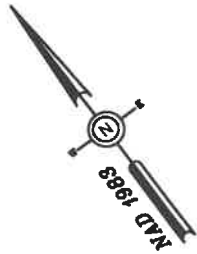
By: *Richard M. Schifone*

Richard M. Schifone, Supervisor
Rights & Permits

Dated this 25th day of October

Town of **NEEDHAM** Massachusetts

Received and filed _____ 2021



APPROX. PT.
OF PICKUP

CUSTOMER TO INSTALL
1 - 3" PVC PIPE
SCHEDULE 40, NO CONCRETE
SECTION - 1, FIGURE - 1

631 SOUTH ST.

R.O.W.
EOP

12/71

APPROX. 365'
TO HIGH ROCK ST.

APPROX. EDGE OF PAVEMENT(EOP)

SOUTH ST

R.O.W.
EOP

EOP

APPROX. RIGHT OF WAY(R.O.W.)

R.O.W.

638 SOUTH ST.

626 SOUTH ST.



SCALE IN FEET

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY NOR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, OR AGENTS SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED BY ANYONE USING THIS INFORMATION OR IN RELIANCE UPON IT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

C#	Ward #
Work Order # 6347587	
Surveyed by: N/A	
Research by: JC	
Plotted by: SJ	
Proposed Structures: TL	
Approved: T THIBAUT	
P#	

NSTAR EVERSOURCE
Electric
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of SOUTH STREET

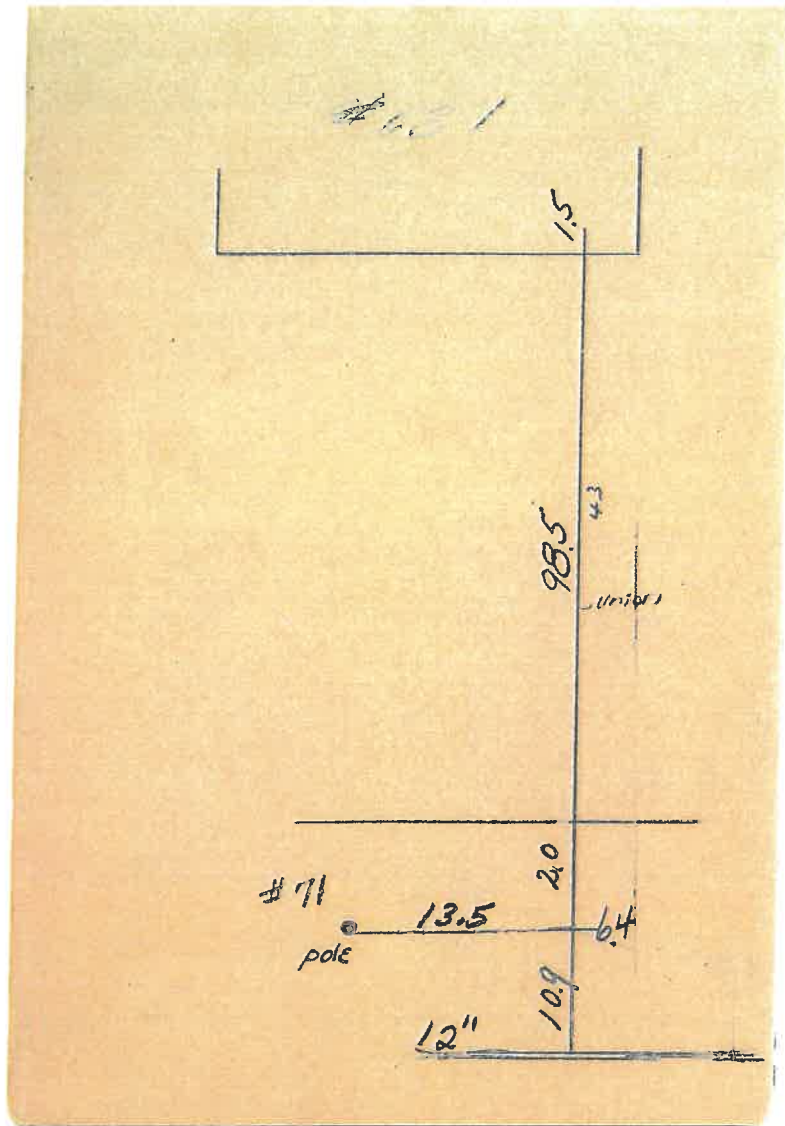
NEEDHAM

Showing PROPOSED CUSTOMER CONDUIT LOCATION

Scale 1"=20'

Date October 8, 2021

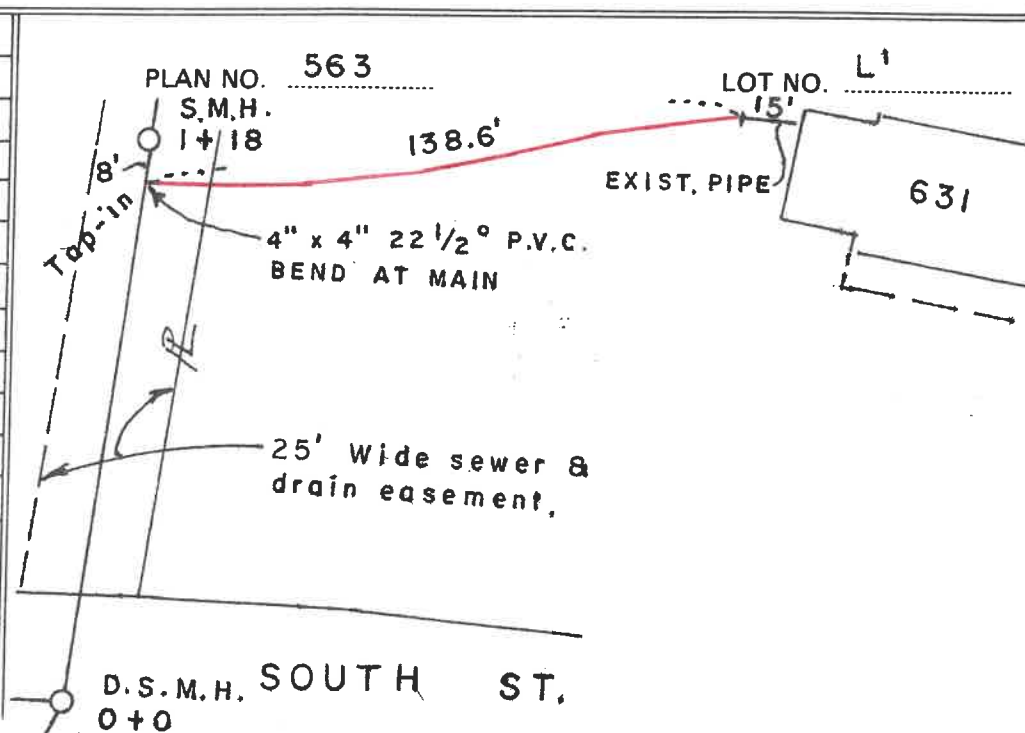
SHEET 1 of 1



**TOWN OF NEEDHAM PUBLIC WORKS DEPARTMENT
HOUSE CONNECTION**

APP. NO. 10,006 NO. 631 SOUTH ST. OWNER _____
ESTIMATE _____ COST _____ DATE 7/31/98

Length to St. Line	-
St. Line to Bldg.	-
Total Length	153.6'
Depth at Main	4'
" " St. Line	n/a
" " Bldg.	2.5'
Ave. Depth	
Kind of Soil	
Ledge	
Depth of Gr. Water	
Work Started	7/21/98
" Finished	7/31/98
Plumbing Conn.	





PROPOSED PLOT PLAN NEEDHAM, MASS.

DATE: JUNE 21, 2002

SCALE: 1" = 40'

PREPARED FOR:

BARRY R. OKUN & PAMELA J. FUREY
631 SOUTH STREET
NEEDHAM, MASS. 02492

ENGINEERS & SURVEYORS:

APPLEWOOD SURVEY CO.
21 GREEN STREET
HOLLISTON, MASS. 01746
TERRENCE M. RYAN R.L.S. 37057

ZONED: SINGLE RES. A
AREA: 43,560 SF
FRONTAGE: 150 FT
SETBACK: 30 FT
SIDEYARD: 25 FT
REARYARD: 15 FT

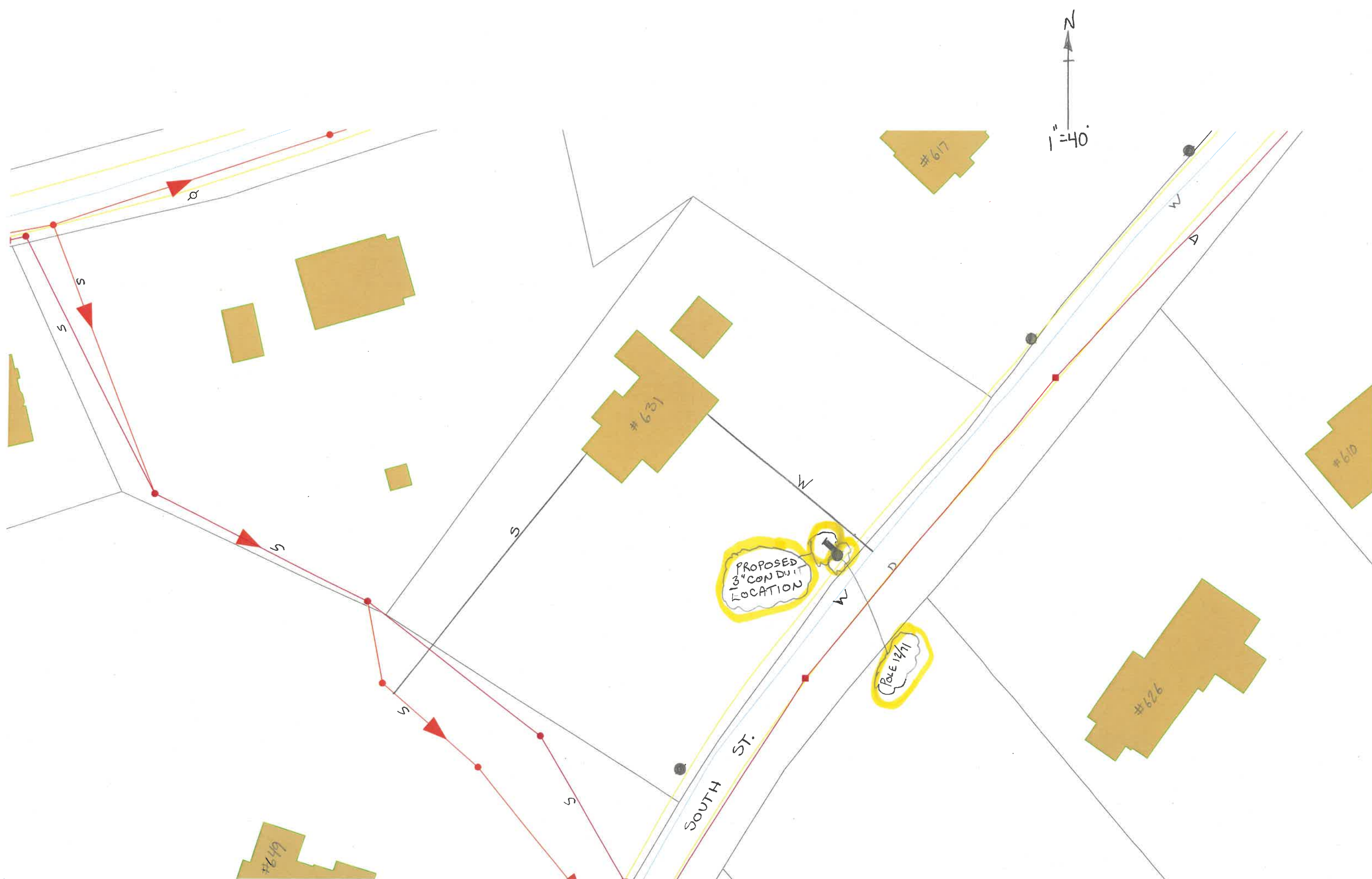
DEED BOOK L.C. 765 PAGE 46
ASSESSORS MAP 204 LOT 23



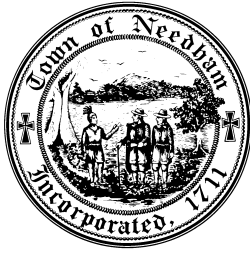
I CERTIFY THAT THE LOT SHOWN, EXISTING HOUSE, AND PROPOSED ADDITION SHOWN THEREON ARE LOCATED IN A FEDERAL FLOOD HAZARD ZONE "C" — SUBJECT TO MINIMAL FLOODING (SOURCE: F.I.R.M. 255215 0003C).

MDH

L.C. BOOK 44 PAGE 163







NOTICE

To the Record

You are hereby notified that a public hearing will be held **at 6:15 p.m. on November 9, 2021** upon petition of Eversource Energy dated **October 25, 2021** to install approximately 8 feet of conduit in South Street. This work is necessary to provide underground electric service to 631 South Street, Needham MA.

A public hearing is required, and abutters should be notified.

If you have any questions regarding this petition, please contact Joanne Callender, Eversource Energy representative at (781) 314-5054.

Matthew D. Borrelli
Marianne B. Cooley
Marcus A. Nelson
Daniel P. Matthews

SELECT BOARD

Dated: November 1, 2021

PARCEL ID	Name	OWNER NAME 2
199/203.0-0028-0000.0	RUSO, JOSHUA	
199/203.0-0029-0000.0	WARNER, AMY B	
199/204.0-0023-0000.0	MITCHELL, CHRISTOPHER T &	MITCHELL, SUSAN M
199/203.0-0026-0000.0	OKUN, BARRY R & PAMELA	C/O MITCHELL, CHRISTOPHER
199/203.0-0025-0000.0	TU, JUN DANIEL &	LIU, LI
199/203.0-0024-0000.0	WILLIAMS, DAVID O &	WILLIAMS, CAROLYN A
199/203.0-0094-0000.0	660 SOUTH STREET LLC	

MAILING ADDRESS	CITY	ST	ZIP
638 SOUTH ST	NEEDHAM	MA	02492
626 SOUTH ST	NEEDHAM	MA	02492
649 SOUTH ST	NEEDHAM	MA	02492
631 SOUTH ST	NEEDHAM	MA	02492
40 HIGH ROCK ST	NEEDHAM	MA	02492
617 SOUTH ST	NEEDHAM	MA	02492
638 SOUTH ST	NEEDHAM	MA	02492



**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 11/9/2021

Agenda Item	Public Hearing: Eversource Grant of Location: 475 Hillside Avenue
Presenter(s)	Jacqueline Duffy, Eversource Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Eversource Energy requests permission to install approximately 12 feet of conduit in Hillside Ave. This work is necessary to provide electric service to new EV charging station at 475 Hillside Avenue, Needham. The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, that conduit must be placed at 24" below grade to the top of the conduit.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Select Board approve and sign a petition from Eversource Energy to install approximately 12 feet of conduit in Hillside Avenue.	
3.	BACK UP INFORMATION ATTACHED
a. DPW Review Sheet b. Letter of Application c. Petition d. Order e. Petition Plan f. Notice Sent to Abutters g. List of Abutters	

**TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT**

P.O. Box 920364 NEEDHAM, Ma. 02492 Telephone: (781) 455-7550
www.needhamma.gov/dpw

TO: Kristin Scoble, Select Board Office
FROM: Judy Laffey, DPW Office
DATE:
RE:

For Select Board Meeting of _____
Abutters list & labels at Assessors Office.

Please email confirmation date & time of hearing

GRANT OF LOCATION PETITION REVIEW

DATE OF FIELD REVIEW: 10-26-2021

REVIEWER: R.W.W.

SITE LOCATION: #475 HILLSIDE AVE.

UTILITY REQUESTING: EVERSOURCE

Conduit Work Area Description

☒ A Sidewalk/Grass Strip Crossing Only

Peer Review tar (OK to proceed)

B Work Within Paved Road Perpendicular Crossing

Peer Review _____

C Work Within a Plaza Area/Landscaped Island/Parallel Along Roadway

Peer Review _____ Div. Head Review _____

D Other

Peer Review _____ Div. Head Review _____

☒ Petition Plan Consistent with Field Review

☐ Old Pole Removed N/A

☒ Diameter of Conduit 4"

☐ Cables Transferred to New Pole N/A

☒ Depth of Conduit

☐ New Riser on Pole No

☒ Utility Conflicts

☐ Visible Trench Patch across Road/Sidewalk No

☒ Crossing Perpendicular to Road

☒ Abutters List Complete

☒ Public Road

☒ Photos Included

☐ Double Pole N/A

Department Head _____

COMMENTS:

NO NEW TRENCH PATCH VISIBLE ACROSS SIDEWALK, NO
RISER ON POLE.



200 Calvary Street
Waltham, Ma 02453

October 25, 2021

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: Hillside Avenue
Needham, MA
W/O # 5941032

Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY for the purpose of obtaining a Grant of Location to install approximately 12 feet of conduit in Hillside Avenue.

The reason for this work is to provide electric service to new EV charging station at 475 Hillside Avenue.

If you have any further questions, contact Joanne Callender at (781) 314-5054. Your prompt attention to this matter would be greatly appreciated.

Very truly yours,

Richard M. Schifone

Richard M. Schifone, Supervisor
Rights and Permits

RMS/jc
Attachments

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NEEDHAM

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

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

Hillside Avenue

Westerly from pole 32/35, approximately 248 feet south of Dale Street, a distance of 12± feet - conduit

W/O #5941032

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

1. Conduits and manholes shall be located as shown on the plan made by **T. Thibault**, dated **October 6, 2021** on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the Select Board or such officer or officers as it may appoint to supervise the work.

1 _____
2 _____
3 _____
4 _____
5 _____

Select Board
the Town of
NEEDHAM

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit:-after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____, 2021 at _____ in said Town.

1 _____
2 _____
3 _____
4 _____
5 _____

Select Board
the Town of
NEEDHAM

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the **Select Board** of the Town of **NEEDHAM**, Masssachusetts, duly adopted on the _____ day of _____, 2021 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

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

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

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

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

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **T. Thibault, dated October 06, 2021**, and filed herewith, under the following public way or ways of said Town:

Hillside Avenue

Westerly from pole 32/35, approximately 248 feet south of Dale Street, a distance of 12± feet – conduit

W/O #5941032

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

By: *Richard M. Schifone*

Richard M. Schifone, Supervisor
Rights & Permits

Dated this 25th day of October

Town of **NEEDHAM** Massachusetts

Received and filed _____ 2021



#447-449

APPROX. R.

CUSTOMER TO INSTALL 1 - 4" PVC PIPE
SCHEDULE 40, NO CONCRETE
SECTION 1 FIG. 1

12'±

APPROX. PT.
OF PICKUP

#475 HILLSIDE AVE.

#447 HILLSIDE AVE.

R.O.W.

R.O.W.

SIDEWALK(BIT)

EDGE OF PAVEMENT(EOP)

32/35

EOP

32/34

APPROX. 248'±
TO DALE ST.

HILLSIDE AVE

APPROX. EDGE OF PAVEMENT(EOP)

SECTION - 1

STREET SURFACE

APPROX. DEPTH
2'-4"

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

FIGURE - 1

SIDEWALK(BIT)

EOP

APPROX. RIGHT OF WAY(R.O.W.)

R.O.W.

#464 HILLSIDE AVE.

#0 HILLSIDE AVE.

APPROX. R.

APPROX. R.

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES
BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

0 20 40

SCALE IN FEET

C#

Ward #

Work Order # 5841032

Surveyed by: N/A

Research by: JC

Plotted by: SJ

Proposed Structures: GC

Approved: T THIBAUT

P#

NSTAR EVERSOURCE
Electric Division
1103 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of HILLSIDE AVENUE

NEEDHAM

Showing PROPOSED CUSTOMER CONDUIT LOCATION

Scale 1"=20' Date October 6, 2021

SHEET 1 of 1

Page 94

TOWN OF NEEDHAM, MASS.
Building Inspection Department

Sewer ☒

Water ☒

Drain ☒

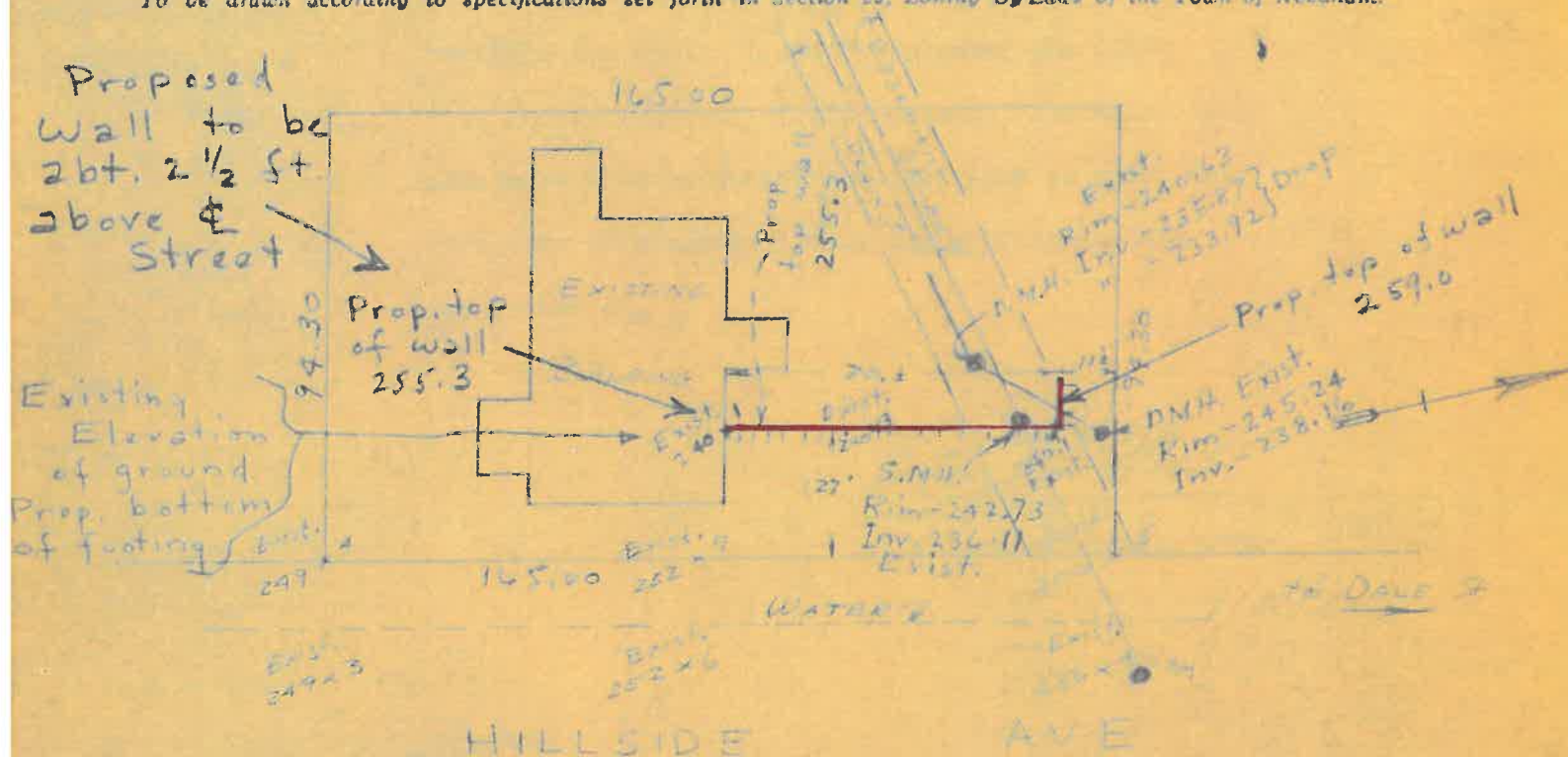
Building Permit No 4325 At No 475 Hillside Ave

Area 15,537 sq' Setback of adjacent buildings Wall

Owner VERMONT Electric Co INC Builder Ross Construction Co

PLOT PLAN

To be drawn according to specifications set forth in Section 25, Zoning By-Laws of the Town of Needham.



See wall design by Richard Vana

Reinforcement under

Note : ~~will~~ ~~stand~~ for sewer ~~through~~ the proposed wall to have a final check by Mr. Symonds before being backfilled. Town Engineer

I hereby certify that the existing and approved street grades, existing sewer, drains, gas and water mains are accurately shown on this plan and that the lot corners, dimensions, side line offsets and setback distances allowing for overhangs, elevation of the top of the foundation and garage floor, and elevations at lot corners on street line for grading along lot line bordering the street are correct as indicated on this plan and will conform to the completed construction.

The above is subscribed to and executed by me this 5 day of Sept. 1961

Revised 9/7/61

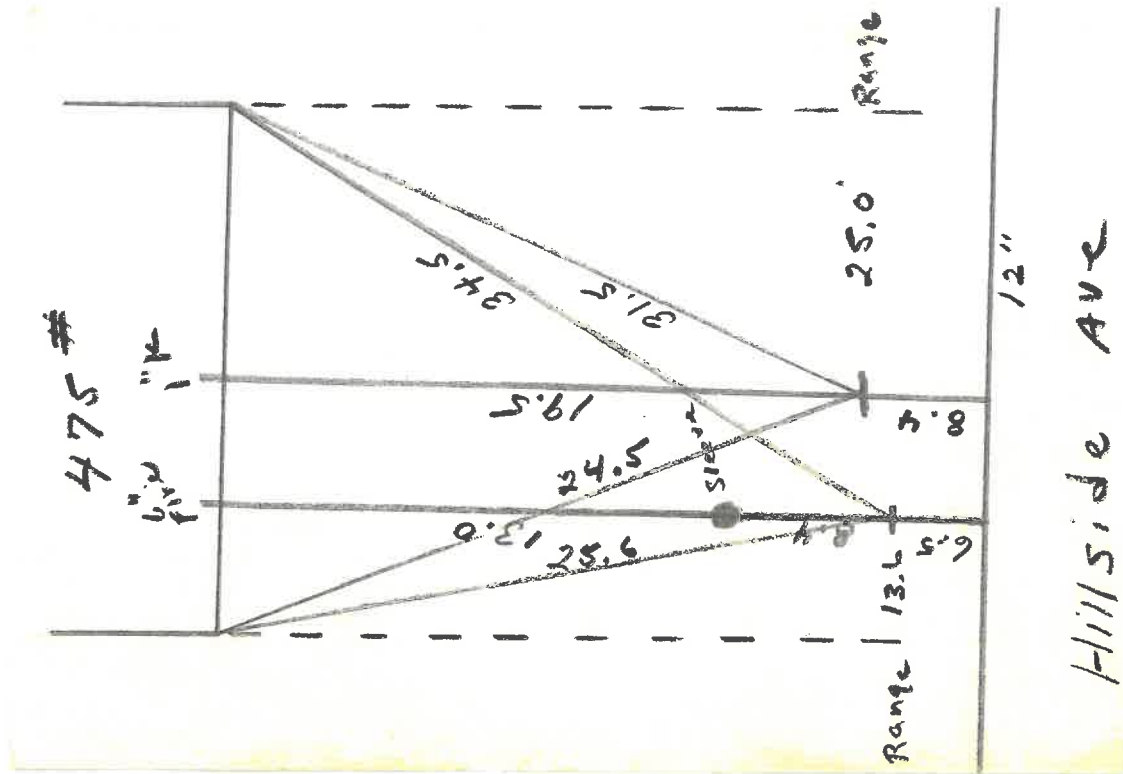
CLARK ENGINEERING CO. F. L. Clark Civil Engineer or Surveyor

Approved in accordance with Sec. 4 al of the Building By-Laws

9/13/61
Date

Supt. of Public Works

Occupancy permit will not be issued until the conditions as to lines and grades and drainage facilities have been fully complied with.



TOWN OF NEEDHAM SEWER DEPARTMENT

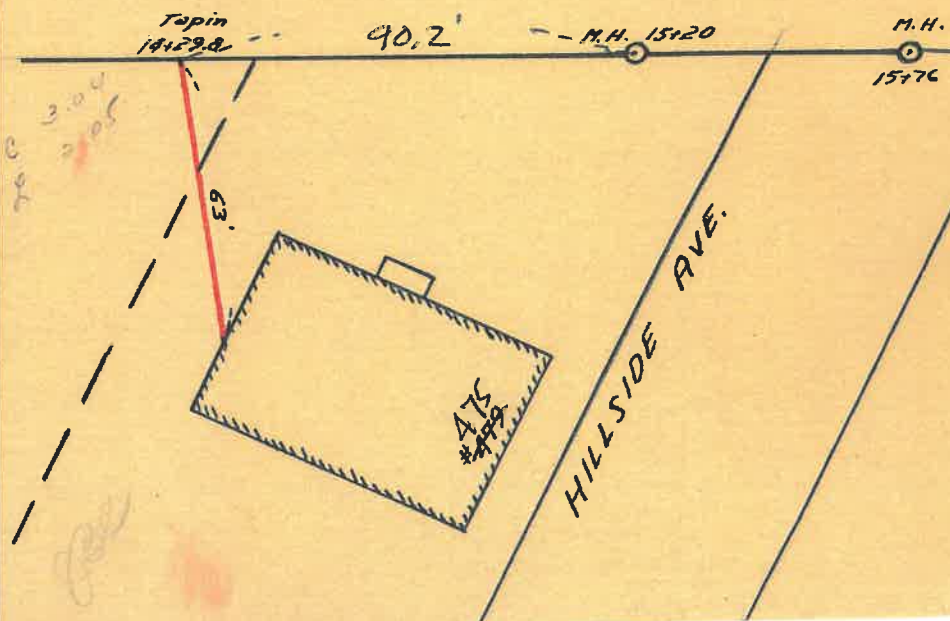
HOUSE CONNECTION

APP. NO. 2112 NO. ~~474~~ ⁴⁷⁵ Hillside Ave ST. OWNER Needham Elastic Co.
ESTIMATE \$250.00 COST \$191.74 DATE May 25, 1950

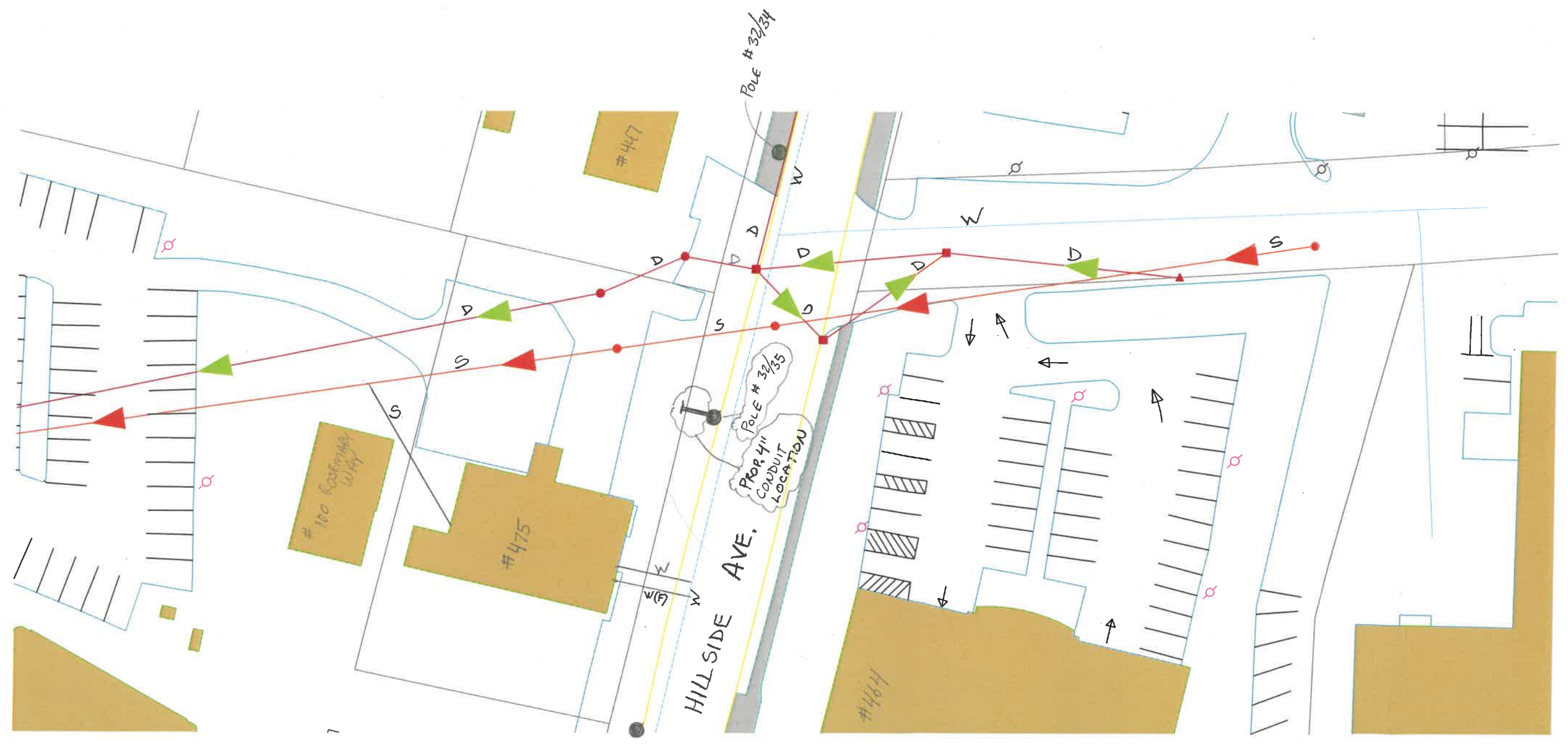
Length to St. Line	
St. Line to B'l'd'g	63
Total Length	63
Depth at Main	6'
" " St. Line	5'
" " B'l'd'g	3'
Ave. Depth	
Kind of Soil	Gravel
Ledge	
Depth of Gr. Water	
Work Started	May 24, 1950
" Finished	May 25, 1950
Plumbing Conn.	

PLAN NO. 146

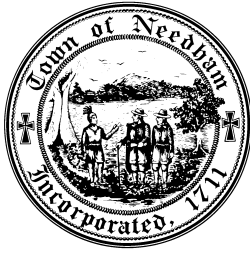
LOT NO. -



N
1" = 40'







NOTICE

To the Record

You are hereby notified that a public hearing will be held **at 6:15 p.m. on November 9, 2021** upon petition of Eversource Energy dated **October 25, 2021** to install approximately 12 feet of conduit in Hillside Avenue. This work is necessary to provide electric service to new EV charging station at 475 Hillside Avenue, Needham MA.

A public hearing is required, and abutters should be notified.

If you have any questions regarding this petition, please contact Joanne Callender, Eversource Energy representative at (781) 314-5054.

Matthew D. Borrelli
Marianne B. Cooley
Marcus A. Nelson
Daniel P. Matthews

SELECT BOARD

Dated: November 1, 2021

475 HILLSIDE AVENUE

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS
199/100.0-0036-0497.0	SHEMESH, TAMAR &	SHEMESH, OR	497 HILLSIDE AVE
199/100.0-0036-0501.0	SHETE, ANAND K. &	SHETE, PALLAVI A	501 HILLSIDE AVE
199/100.0-0036-0499.0	KALASHNIKOV, MAXIM M. &	KALASHNIKOV, ESTHER M.	499 HILLSIDE AVE
199/100.0-0035-0000.0	POP REALTY LLC		475 HILLSIDE AVE
199/100.0-0032-0000.0	THE 59-61 DALE STREET CONDOMINIUM		59 DALE ST
199/100.0-0036-0503.0	LIPSON, LAWRENCE TR	LAWRENCE LIPSON TRUST	503 HILLSIDE AVE
199/100.0-0001-0104.0	GOLDSMITH, KAREN L. TR		760 HIGHLAND AVE, UNIT 21
199/100.0-0001-0106.0	OKS, OLEG &	MALKINA, MARINA	100 ROSEMARY WAY UNIT 106
199/100.0-0001-0126.0	TSUANG, JANE W		39 TAYLOR ST
199/100.0-0001-0127.0	BANDARCHUK, ANDREI &	SERGAEVA, ALENA	100 ROSEMARY WAY
199/100.0-0001-0136.0	HOOKAILO, MICHAEL J., TR	100/136 ROSEMARY RIDGE TRUST	100 ROSEMARY WAY UNIT 136
199/100.0-0001-0227.0	SHMUYLOVICH, IGOR &	GOROVVOY, KIRA	195 SUMNER STREET UNIT 304
199/100.0-0001-0232.0	KHAIT, VADIM		100 ROSEMARY WAY UNIT 232
199/100.0-0001-0234.0	ROSENBERG, SHARON D		100 ROSEMARY WAY UNIT 234
199/100.0-0001-0311.0	YAN, WAN LIN &	XIE, PING	100 ROSEMARY WAY UNIT 311
199/100.0-0001-0314.0	COOPER, RICHARD H. & COOPER, JUDITH A., TRS	COOPER FAMILY REVOCABLE TRUST	5 WOODLAWN AVE
199/100.0-0001-0330.0	COTTER, JOHN B &	DUFFY, CARLEEN	47 ROSEMARY ST
199/100.0-0001-0105.0	STEINBUCH, ELIEZER		100 ROSEMARY WAY UNIT 105
199/100.0-0001-0107.0	SIEGEL,STEVEN B. & SIEGEL, DANA	SIEGEL. ELEANOR	4 FRONT ST
199/100.0-0001-0109.0	LANDAU, MIKHAIL TR	100-109 ROSEMARY WAY REALTY TRUST	45 MANN AVE
199/100.0-0001-0110.0	TONG, LAN		100 ROSEMARY WAY UNIT #110
199/100.0-0001-0129.0	SHERMAN, DAVID A.		100 ROSEMARY WAY UNIT 129
199/100.0-0001-0132.0	LESSER, MICHAEL C. TR	LESSER FAMILY IRREVOCABLE TRUST	PO BOX 1488
199/100.0-0001-0134.0	MAK, SIMON K.W. &	MAK, PATTY	100 ROSEMARY WAY UNIT 134
199/100.0-0001-0201.0	HERSHKOVITZ, GABRIEL &	HERSHKOVITZ, YEHUDIT	21 NARDONE RD
199/100.0-0001-0216.0	DEWINTER, MARY ELLEN		100 ROSEMARY WAY, UNIT 216
199/100.0-0001-0303.0	SULLIVAN, JOHN F TRS	ANDREW SQUARE REALTY TRUST	314 BELMONT AVE
199/100.0-0001-0317.0	CHAPSKY, TATIANA		100 ROSEMARY WAY UNIT 317
199/100.0-0001-0323.0	COHEN, ARNOLD S. &	COHEN, DOROTHY S	100 ROSEMARY WAY UNIT 323
199/100.0-0001-0000.0	ROSEMARY RIDGE CONDOMINIUM	C/O MEREDITH MANAGEMENT	1 BRIDGE ST- STE 300
199/100.0-0001-0117.0	AMERENA, JOSEPH W		100 ROSEMARY WAY UNIT 117
199/100.0-0001-0118.0	JURAS, PAUL E. &	JURAS, COLLEEN C	9137 ROBBINS PRESERVE RD
199/100.0-0001-0203.0	LI, YUEN CHING		100 ROSEMARY WAY UNIT 203
199/100.0-0001-0208.0	COLLINS, MARGARET L		100 ROSEMARY WAY, UNIT 208
199/100.0-0001-0211.0	MURRAY, DAVID &	MURRAY, YULIA	93 HILLSIDE AVE
199/100.0-0001-0214.0	MORAN, PATRICK J, TR &	MOND, TERRY K., TR	100 ROSEMARY WAY, UNIT 214
199/100.0-0001-0218.0	SUBRAMANYAM RAJESHWARI R. &	SUBRAMANYAM, VINAYAKAM	100 ROSEMARY WAY UNIT 218
199/100.0-0001-0223.0	IODICE, MICHAEL F. JR. TR	JA WOOD MANAGEMENT	594 MARRETT RD STE 16
199/100.0-0001-0224.0	HUANG, TIANYI		100 ROSEMARY WAY UNIT 224
199/100.0-0001-0235.0	SHPITALNIK,EUGENE, ALLA & LEO		100 ROSEMARY WAY UNIT 235
199/100.0-0001-0236.0	GANKIN, YURIY TR	GANKIN ROSEMARY WAY REALTY TRUST	100 ROSEMARY WAY, UNIT 236
199/100.0-0001-0301.0	TERRITORY LLC		319 HIGH ROCK ST
199/100.0-0001-0304.0	THOMAS, CAROL E & KATHRYN A.TRS	THOMAS FAMILY REALTY TRUST	100 ROSEMARY WAY, UNIT 304
199/100.0-0001-0305.0	GLADSTONE, TODD &	GLADSTONE, RHODA	45 HICKORY HILL LN

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.....

475 HILLSIDE AVENUE

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS
199/100.0-0001-0316.0	ROSENTHAL, ANN T		100 ROSEMARY WAY UNIT 316
199/100.0-0001-0318.0	COHEN, BARBARA		100 ROSEMARY WAY UNIT 318
199/100.0-0001-0319.0	BANDARCHUK, PAVEL &	BATURA, VOLHA	65 CRESCENT RD
199/100.0-0001-0103.0	SACK, MELISSA		100 ROSEMARY WAY UNIT 103
199/100.0-0001-0108.0	WONG, MASIE		100 ROSEMARY WAY UNIT 108
199/100.0-0001-0116.0	ADLERSTEIN, MICHAEL G &	ADLERSTEIN, EVELYN M	100 ROSEMARY WAY UNIT 116
199/100.0-0001-0121.0	ARGENTO, GARY		100 ROSEMARY WAY UNIT 121
199/100.0-0001-0122.0	RILEY, ROBERT J		100 ROSEMARY WAY UNIT 122
199/100.0-0001-0204.0	TURNER, GERALD J. TR	MARTIN R. GOLDSMITH IRREVOCABLE TR	535 GREENDALE AVE
199/100.0-0001-0206.0	ITKIS, ANNA TR	THE KAIDANOV IRREVOCABLE TRUST	17 GRANT AVE
199/100.0-0001-0213.0	SILVERMAN, STUART J. , LESLIE E. &	SILVERMAN, HOWARD C. TRS	50 RAE AVE
199/100.0-0001-0222.0	SOREFF, DORIS M. TR	DORIS M. SOREFF DECLARATION OF TRU	100 ROSEMARY WAY UNIT 222
199/100.0-0001-0228.0	CHATTOPADHYAY, KALPANA		100 ROSEMARY WAY UNIT 228
199/100.0-0001-0302.0	FENNELLY, DENNIS &	FENNELLY, DANA	100 ROSEMARY WAY UNIT 302
199/100.0-0001-0306.0	BRUETT, LINDA &	ARGILAGOS, CARLOS	100 ROSEMARY WAY STE 306
199/100.0-0001-0313.0	CONNELLY, JANET P. TR	JANET P. CONNELLY REVOCABLE TRUST	100 ROSEMARY WAY UNIT 313
199/100.0-0001-0327.0	MACLELLAN, GERARD TR		100 ROSEMARY WAY UNIT 327
199/100.0-0001-0328.0	STOLLER, SYLVIA		100 ROSEMARY WAY UNIT 328
199/100.0-0001-0111.0	MEMARZADEHISFAHANI, JAVAD		150 LAUREL DR
199/100.0-0001-0112.0	VILLANUCCI, ROBERT S. , TR	RSV REALTY TRUST	100 ROSEMARY WAY UNIT 112
199/100.0-0001-0113.0	CARP, SUSAN K. & LENNON, KAREN C	SUSAN K. CARP IRREVOCABLE TRUST	100 ROSEMARY WAY UNIT 113
199/100.0-0001-0123.0	FOSKETT, JOHN C		100 ROSEMARY WAY UNIT 123
199/100.0-0001-0207.0	LOW, MICHAEL J &	CHEN, LISA BIQUI	40 WALNUT ST
199/100.0-0001-0217.0	KOSOW, JASON A		100 ROSEMARY WAY UNIT 217
199/100.0-0001-0219.0	KIRK-SCHIEDLER, PENELOPE W. &	SCHEIDELER, EDWARD C.	100 ROSEMARY WAY UNIT 219
199/100.0-0001-0225.0	TILLINGER, HARRY &	TILLINGER, MINA W	100 ROSEMARY WAY UNIT 225
199/100.0-0001-0233.0	TICHNOR, AMY R		100 ROSEMARY WAY UNIT 233
199/100.0-0001-0308.0	GARABEDIAN, ANNES		100 ROSEMARY WAY UNIT 308
199/100.0-0001-0312.0	STOLPER, IRINA		100 ROSEMARY WAY UNIT 312
199/100.0-0001-0324.0	BIBBO, JOHN A. & BIBBO, MARY A, TRS	100 ROSEMARY WAY, UNIT 324 REALTY	10 CHAMPA ST
199/100.0-0001-0325.0	AMARA, CYNTHIA L. & DEBORA A. TRS	ROSEMARY RIDGE NOMINEE TRUST	100 ROSEMARY WAY UNIT 325
199/100.0-0001-0101.0	MAZZONE, KIMBERLY A. TR	HALL FAMILY TRUST	58 ELLICOTT ST
199/100.0-0001-0125.0	GOLDBERG, HARRIET P. TR	GOLDBERG REALTY TRUST	100 ROSEMARY WAY UNIT 125
199/100.0-0001-0133.0	DONG, DANIEL		100 ROSEMARY WAY UNIT 133
199/100.0-0001-0135.0	JACQUES, NORMAN P. & ELEANOR M., TRS	135 ROSEMARY RIDGE REALTY TRUST	41 HANCOCK RD
199/100.0-0001-0202.0	WALDMAN, FREDERICK TR.	FREDERICK WALDMAN REVOCABLE TRUST	15 RIVERWALK LN
199/100.0-0001-0212.0	JOSEPH, JUDITH C		100 ROSEMARY WAY UNIT 212
199/100.0-0001-0226.0	COHEN, MILDRED		100 ROSEMARY WAY UNIT 226
199/100.0-0001-0231.0	SCHLESSINGER, INA S. &	SCHLESSINGER, GUSTAV G	88 PINE GROVE ST
199/100.0-0001-0307.0	BATHIN, KATYA		100 ROSEMARY WAY UNIT 307
199/100.0-0001-0309.0	CORMIER, ELIZABETH		100 ROSEMARY WAY UNIT 309
199/100.0-0001-0310.0	KNOCHIN, NANCY		40 CHEROKEE RD
199/100.0-0001-0315.0	KOSOW, ALAN L		28 DAVID RD

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.....

475 HILLSIDE AVENUE

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS
199/100.0-0001-0322.0	BOWER, SYBIL R, TR	THE UNIT 322 ROSEMARY WAY REALTY TR	100 ROSEMARY WAY UNIT 322
199/100.0-0001-0115.0	CORCORAN, MARY K		100 ROSEMARY WAY U115
199/100.0-0001-0119.0	CURRAN, KATHERINE C		100 ROSEMARY WAY UNIT 119
199/100.0-0001-0130.0	SAFFRON, ALAN E. & SUZANNE F. TRS	H.HABILIS & SONS TRUST	2 ICHABOD DR.
199/100.0-0001-0205.0	DOVINOS, JOYCE J. &		100 ROSEMARY WAY UNIT 205
199/100.0-0001-0210.0	WOLLINS KENNETH D.		100 ROSEMARY WAY UNIT 210
199/100.0-0001-0221.0	GOLDBERG, LISHA E		100 ROSEMARY WAY UNIT 221
199/100.0-0001-0230.0	BRENNER, NATHAN & ROSALIE	C/O BRENNER, FELICE	561 BOYLSTON ST
199/100.0-0001-0321.0	CERRA, SALVATORE &	CERRA, DEBORAH A.	20 ARNOLD ST
199/100.0-0001-0326.0	PAVLOTSKY, ALEX &	PAVLOTSKY, OLGA	100 ROSEMARY WAY UNIT 326
199/100.0-0001-0329.0	NOUN, BARBARA L., TRUSTEE	BARBARA L. NOUN REVOCABLE TRUST	100 ROSEMARY WAY UNIT 329
199/100.0-0001-0102.0	KAUFMAN, MERAV &	KAUFMAN, HOWARD A	32 DARTMOUTH AVE
199/100.0-0001-0114.0	KAUFMAN, HOWARD A. &	KAUFMAN, LAURA B	32 DARTMOUTH AVE
199/100.0-0001-0124.0	LEE, CHI CHIU &	NG, YUK CHUN	100 ROSEMARY WAY UNIT 124
199/100.0-0001-0128.0	MOFFETT, EILEEN		100 ROSEMARY WAY UNIT 128
199/100.0-0001-0131.0	HAMMEL, FREDERICK A. JR. &	HAMMEL, DANA C	100 ROSEMARY WAY #131
199/100.0-0001-0209.0	LANK, JOSEPH S. +	LANK, PATRICIA L	95 COUNTRYSIDE RD
199/100.0-0001-0215.0	QUIRK, DOROTHY A. TR	DOROTHY A QUIRK REVOCABLE TRUST	100 ROSEMARY WAY UNIT 215
199/100.0-0001-0229.0	HOOTSTEIN, MEYER, TR. &	HOOTSTEIN, ROSALYN, TR	100 ROSEMARY WAY UNIT 229
199/100.0-0001-0333.0	YOUNG, SUSAN K. TR	SUSAN K. YOUNG REVOCABLE TRUST	100 ROSEMARY WAY UNIT 333
199/100.0-0001-0334.0	BENDIX, VIVIAN M. M		11 RANDY RD
199/100.0-0001-0335.0	FAYERBERG, ALEXANDER		100 ROSEMARY WAY UNIT 335
199/100.0-0001-0331.0	BIBBO, JOHN A. & BIBBO, MARY A. TRS		10 CHAMPA ST
199/100.0-0001-0336.0	MCKNIGHT, STEPHEN W. &	MCKNIGHT, JEANNE S	100 ROSEMARY WAY UNIT 336
199/100.0-0001-0332.0	SCHMITT, BRIAN TR.	BRIAN JOHN SCHMITT TRUST	945 DOUBLES DR. UNIT 101

475 HILLSIDE AVENUE

CITY	ST	ZIP
NEEDHAM	MA	02494
NEEDHAM	MA	02494
NEEDHAM	MA	02494
NEEDHAM	MA	02494
NEEDHAM HTS	MA	02494
NEEDHAM HTS	MA	02494
NEEDHAM HTS	MA	02494-
NEEDHAM HTS	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEWTON	MA	02459-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02492-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NATICK	MA	01760-
NEEDHAM	MA	02492-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
CENTER HARBOR	NH	03226-
NEEDHAM	MA	02494-
NEWTON	MA	02459-
NEEDHAM	MA	02494-
GREENVILLE	SC	29601-
NEEDHAM	MA	02494-
NEEDHAM HTS	MA	02494-
NEWTON	MA	02458-
NEEDHAM	MA	02494-
CORNELIUS	NC	28031-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
LEXINGTON	MA	02421-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02492-
NEEDHAM	MA	02494-
NEWINGTON	CT	06111-

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.....

475 HILLSIDE AVENUE

CITY	ST	ZIP
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02492-
NEWTON	MA	02459-
NEEDHAM	MA	02492-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM HTS	MA	02494-
NEEDHAM	MA	02492-
NEEDHAM	MA	02494-
NEEDHAM	MA	02492-
NEEDHAM	MA	02494-
NEEDHAM	MA	02492-
NEEDHAM	MA	02494-
NEEDHAM	MA	02492-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02492-
EAST WALPOLE	MA	02032-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02492-
NEEDHAM	MA	02494-
CANTON	MA	02021-1235
NEEDHAM	MA	02494-

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.....

475 HILLSIDE AVENUE

CITY	ST	ZIP
NEEDHAM HTS	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
MERRIMACK	NH	03054-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM HTS	MA	02494-
BROOKLINE	MA	02445-
NEEDHAM	MA	02494-
NEEDHAM HTS	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02494-
NEEDHAM	MA	02492-
NEEDHAM	MA	02494-
NEEDHAM HTS	MA	02494-
FRAMINGHAM	MA	01701-
NEEDHAM HTS	MA	02494-
NEWTON	MA	02464-
NEEDHAM	MA	02494-
SANTA ROSA	CA	95407-

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.....



**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: November 9, 2021

Agenda Item	Joint Meeting with the Park & Recreation Commission
Presenter(s)	Cindy Chaston, Chair Chris Gerstel, Vice-Chair Michelle Geddes, Commissioner Dina Hannigan, Commissioner Bruce Williams, Commissioner Stacey Mulroy, Director of Park & Recreation

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Members of the Park & Recreation Commission and the Director of Park and Recreation will participate in a joint discussion regarding: • Existing Capital Projects: Boat Launch, Claxton, DeFazio Track • Pickle Ball Court at Mills • Outdoor Facilities Specialist FY23 request, trash reduction strategy • Bathroom access at playgrounds and fields • Requests for Skate Park	
2.	VOTE REQUIRED BY SELECT BOARD
n/a	
3.	BACK UP INFORMATION ATTACHED
none	



**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 11/9/2021

Agenda Item	Community Preservation Plan Update
Presenter(s)	Peter Pingitore, Chair, Community Preservation Committee Members of the Community Preservation Committee

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Mr. Pingitore and members of the CPC will consult with the Select Board as part of their process of reviewing and updating the Town of Needham Community Preservation Plan. The Plan was last updated in March 2014.	
2.	VOTES REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> Discussion Only	
3.	BACK UP INFORMATION ATTACHED
a. Town of Needham Community Preservation Plan dated 3/26/2014 b. Memo to Stakeholders from Peter Pingitore dated 8/4/2021	



TOWN OF NEEDHAM

COMMUNITY PRESERVATION PLAN

COMMUNITY PRESERVATION COMMITTEE

Adopted October 14, 2005
Amended November 8, 2006
Amended January 5, 2010
Amended March 26, 2014

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INTRODUCTION

The Town of Needham Community Preservation Committee (“The Committee”) is pleased to present the Town of Needham *Community Preservation Plan* (“the Plan”). The Plan presents a description of

- the Community Preservation Act (CPA) as it applies to the Town
- a description of CPA Goals and Factors for Consideration
- a method and procedure by which the CPA will be administered*

* Please note: the method and procedure for applications can be found under separate cover in “Community Preservation Application Process.”

As such, the Plan represents an informational document for the citizens of the Town, a guideline and instructional document for applicants seeking project funding through the CPA, and a guidance document for this and future CPA Committees in making recommendations to Town Meeting for project funding. The Committee fully recognizes that this document may be modified in the future by The Committee in response to changing goals, Town needs and committee experience. The Plan must also reflect any changes in the Community Preservation Act legislation as well as any judicial rulings on CPA projects.

This Plan was originally created by the newly formed Community Preservation Committee in 2005, and has been updated in subsequent years. To create the original plan, The Committee hosted meetings with the Board of Selectmen, Finance Committee and the representatives of the municipal boards and committees charged with responsibilities relevant to open space/recreation, historic preservation and community housing. Representatives of certain community groups also made presentations to The Committee. Many of these boards have continued to keep the CPC updated, and have provided recommendations for changes.

The Committee wishes to thank the multitude of Town citizens, Town and State officials and committee members, as well as members of neighboring town CPA committees for their continued assistance to the work of the CPC and the updates to this Plan.

For additional information on the CPA statute and how it is being applied in towns across the State, visit the Community Preservation Coalition website at www.communitypreservation.org

For information on Needham’s Community Preservation activity, visit the Town website at www.needhamma.gov/CPC

THE COMMUNITY PRESERVATION ACT IN NEEDHAM

The CPA State Legislation

The Community Preservation Act M.G.L. c. 44B, allows Massachusetts cities and towns to raise monies through a surcharge of up to 3% of the real estate tax levy on real property. These funds may then be used to acquire, create and preserve open space; acquire and preserve historic resources; create, preserve and support community housing; and acquire, create, rehabilitate and preserve land for recreational use. Open space and community housing may be rehabilitated or restored if purchased with Community Preservation funds. The legislation was updated in July, 2012.

The CPA also provides for a State distribution to the local fund. When Needham first adopted the CPA legislation, the state had been providing a 100% match to each community's surcharge total, but since 2008, the distribution has fallen below 100%. Needham and other communities collecting less than 3% surcharge are no longer eligible for a 100% distribution. In Fiscal Years 2011-2013, the distribution to Needham was below 30%, but in Fiscal Year 2014, rose to just over 50% due to an additional contribution to the state fund, which in part was a result of the July 2012 passage of "An Act to Sustain Community Preservation".

Copies of the State legislation are available in the Park and Recreation Office or on the State web site at

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleVII/Chapter44b>

The CPA in Needham

The CPA was approved by Needham Town Meeting at the May, 2004 Annual Town Meeting and by a 58% "yes" vote at the November 2, 2004 Town election. In Needham, voters elected to fund the CPA account through a 2.0% surcharge on all real estate property tax bills with two exemptions:

- Residential property owned and occupied by any person who qualifies for low-income housing, or low- or moderate-income senior housing.
- \$100,000 of taxable value of residential real property.

Each May, Town Meeting will appropriate the anticipated revenues from the CPA surcharge to be collected in the upcoming fiscal year. At the fall or spring Special Town

Meeting, the appropriation may be adjusted in recognition of the recorded state contribution. The required minimum distribution is as follows:

Historic Resources Reserve	10%
Community Housing Reserve	10%
Open Space Reserve	10%

The remaining funds are put into the Annual Reserve and up to 5% of the fund can be put aside for the Committee's expenses.

A report on the current fiscal year appropriations is available from the Committee.

Community Preservation Committee: Formation and Responsibilities

Consistent with the terms of the CPA and with the Town's Community Preservation Committee Bylaw, the Community Preservation Committee has been formed to administer the CPA. There are nine members of the Needham Community Preservation Committee. One member of each of the following boards is appointed: Needham Conservation Commission, Needham Historical Commission, Needham Housing Authority, Needham Park & Recreation Commission, and the Needham Planning Board. Two representatives are appointed by the Board of Selectmen, and two representatives are appointed by the Town Moderator. The Town Manager appoints a staff liaison to work with the Community Preservation Committee. Current membership can be found in the attached Appendix or on the Town's website.

The Committee is obliged by the Needham CPA Bylaw to consult with the Board of Selectmen and the Finance Committee as it develops its recommendations and intends to consult with other boards from time to time as it formulates its recommendations.

This document is Needham's *Community Preservation Plan* and was updated in March, 2014. The Committee anticipates that it will evolve as the years go on and incorporate lessons learned from past rounds of project selections and funding appropriations. The Committee will continue to make an ongoing effort to meet with the many interest groups and Town departments, committees, and boards as it goes forward.

This Plan outlines the processes by which The Committee will solicit, review, and recommend proposals for CPA funding. The application package is available under separate cover.

All citizens are welcome to attend The Committee's meetings. The times and locations of these meetings are posted at Town Hall and on the Town website, www.needhamma.gov/CPC

CPA Funding Requirements

The CPA mandates that each fiscal year Needham must spend, or set aside for later spending, at least 10% of the annual revenues in the Town of Needham Community Preservation Fund for each of three CPA target areas: open space, historic resources, and community housing. The remaining 70% may be appropriated at the Town's discretion as long as it is used for the three target areas or recreation. The statute also permits the Town to appropriate up to 5% of the Fund for the administrative expenses of The Committee.

Any CPA funds not used in any given year, including the Administrative Fund, stay within the CPA Fund, and can be used for approved projects in the future.

A recommendation by The Committee and an appropriation by Town Meeting are both required to spend any Fund monies for particular community preservation purposes. Appropriations from the Fund, except borrowing, are made by a simple majority vote of Town Meeting. Borrowing monies for CPA purposes requires a two-thirds majority vote of Town Meeting.

In its deliberations, Town Meeting may approve, reduce, or reject any amount of spending appropriation recommended by The Committee. Town Meeting may not, however, increase any recommended appropriation or reserve. In addition, Town Meeting may not appropriate any fund monies on its own initiative without a prior recommendation by The Committee and may not amend a recommended project so as to render it no longer the recommended project.

HOW CPA FUNDS CAN BE USED

Community Preservation Act funds must be used for public community preservation purposes. The Factors for Consideration, located in the next section of this Plan on pages 12-22 summarize these public purposes.

Community preservation is defined by the CPA as the “acquisition, creation and preservation of open space; for the acquisition, preservation, rehabilitation and restoration of historic resources; for the acquisition, creation, preservation, rehabilitation and restoration of land for recreational use; for the acquisition, creation, preservation and support of community housing; and for the rehabilitation or restoration of open space; and community housing that is acquired or created as provided in this section; provided, however, that funds expended pursuant to this chapter shall not be used for maintenance. With respect to community housing, the community preservation committee shall recommend, wherever possible, the reuse of existing buildings or construction of new buildings on previously developed sites. With respect to recreational use, the acquisition of artificial turf for athletic fields shall be prohibited.”

Preservation is defined as, “the protection of personal or real property from injury, harm or destruction.”

As detailed by the CPA, Fund monies may be spent to undertake the following primary community preservation purposes:

- The acquisition, creation and preservation of open space. Open space, as defined by the CPA, “shall include, but not be limited to, land to protect existing and future well fields, aquifers and recharge areas, watershed land, agricultural land, grasslands, fields, forest land, fresh . . . water marshes and other wetlands, . . . river, stream, lake and pond frontage, . . . lands to protect scenic vistas, land for wildlife or nature preserve and land for recreational use.” If acquired or created by Community Preservation Funds, rehabilitation and restoration projects are eligible expenditures.
- The acquisition, creation, preservation and support of community housing. The CPA defines community housing as, “low and moderate income housing for individuals and families, including low or moderate income senior housing.” Support of community housing, shall include, but not be limited to, programs that provide grants, loans, rental assistance, security deposits, interest-rate write downs or other forms of assistance directly to individuals and families who are

eligible for community housing or to an entity that owns, operates or manages such housing, for the purpose of making housing affordable.

- The acquisition, preservation, restoration and rehabilitation of historic resources. The CPA recognizes historic resources as, “historical structures and landscapes,” including “a building, structure, vessel, real property, document or artifact that is listed on the state register of historic places or has been determined by the local historic preservation commission to be significant in the history, archeology, architecture or culture of a city or town.” For CPA purposes, the local historic preservation commission is the Town of Needham Historical Commission.
- The acquisition, creation, preservation, restoration and rehabilitation of land for recreational use. The CPA defines recreational use as, “active or passive recreational use including, but not limited to, the use of land for community gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground or athletic field. ‘Recreational use’ shall not include horse or dog racing, the acquisition of artificial turf for athletic fields or the use of land for a stadium, gymnasium, or similar structure.” Rehabilitation “shall include the replacement of playground equipment and other capital improvements to the land or the facilities thereon which make the land or the related facilities more functional for the intended recreational use.”

Community Preservation Act funds may also be used for, but not limited to, the following (and possibly other) purposes:

- A community may “set aside” revenues for “later spending.”
- Annual “administrative and operating expenses” of The Committee, not to exceed 5% of the Fund’s estimated annual revenues.
- Annual principal and interest payments, preparation, issuance and marketing costs for bonds or notes for borrowings for community preservation purposes.
- Damages payable to property owners for real estate interests taken by the Town by eminent domain for community preservation purposes.
- “Local share for state and federal grants” for allowable community preservation purposes.
- Property acquisition-related expenses including appraisal costs, expenses for title searches, and closing fees.

Community Preservation Act funds may **not** be spent for the following purposes:

- “Replace existing operating funds, only augment them.” The Fund is a supplementary funding source intended to increase available resources for community preservation acquisitions and initiatives.
- Pay for routine maintenance, defined as, “the upkeep of any real or personal property.”
- Gymnasiums, stadiums, artificial turf fields, or any similar structure.
- Projects without a public purpose or public benefit.

GENERAL REVIEW AND FACTORS FOR CONSIDERATION

General Review

To be eligible for review, a project must meet the statutory requirements. It is the responsibility of the applicant to demonstrate to The Committee that a project meets the minimum statutory requirements. The Committee will, to the extent that it is prudent, assist the applicant in that determination.

The purpose of the Factors for Consideration is to provide guidance to the applicant, to The Committee and to the Town in evaluating funding eligibility, priorities, and timing. It is recognized that not every Factor will apply to every project and the failure to meet any specific Factor, other than the minimum statutory requirements, does not require rejection of a project. The following Factors for Consideration are intentionally not weighted nor listed in order of preference or importance.

The Committee reserves the discretion to reject or accept a project that does not meet or address any or all of the Factors for Consideration.

The Factors for Consideration may be clarified, amended or replaced from time to time as experience dictates. Any proposal to change any Factor will be placed on The Committee agenda for public discussion at a duly noticed meeting.

Factors for Consideration

Evaluation of projects submitted for consideration by The Committee will include consideration of several factors including but not limited to the following:

- The project is consistent with the goals of the Town of Needham *Community Preservation Plan*.
- The urgency of the project with particular consideration to those requests whose successful implementation is constrained by scheduling factors not controlled by the applicant.
- The project is economically or otherwise reasonably feasible to implement and operate on a long-term basis.
- The project satisfies federal, state and local laws to the extent applicable.
- The project leverages additional or multiple sources of public and/or private funding or assists in planning and development activities to facilitate such leverage may possibly be preferred.

- The project utilizes, preserves, protects, increases or enhances Town-owned open space, recreation, historic and/or housing assets.
- A project that benefits privately owned resources shall include permanent restrictions to ensure a public benefit.
- Awarding funds for the project is consistent with prudent long-term management of CPA funds.
- The project proponent has demonstrated to the reasonable satisfaction of The Committee the ability and competency to implement the project as proposed either by its record of successfully implementing similar projects or otherwise.
- The applicant has site control, or the written consent by the property owner (or relevant Town agency or board) to submit an application.
- The Committee prefers to bring projects to the Annual Town Meeting in May, though under special extraordinary circumstances that affect the project negatively, a project may be considered to be presented at a Special Town Meeting.
- CPA funding will enable the project.

OPEN SPACE AND RECREATION

A. Open Space Resources and Needs

Although the Town has continued to experience significant residential development over the last five years, Needham retains certain natural and scenic resources, including wetlands, diverse wildlife, conservation areas, ponds, rivers and open space. These resources contribute to making the Town a desirable place to live, which has fueled its continued residential growth.

Needham consists of approximately 8,100 acres of land, with more than 2,500 acres of designated open space, of which 1,800 acres are permanently protected. There are almost 600 acres of privately owned land that are adjacent to existing parcels of public open space. The majority of these properties do not have existing conservation restrictions.

The CPA allows and encourages the acquisition, creation and preservation of open space. CPA funds may be used to protect open space by outright purchase, or by eliminating or limiting development rights through the purchase of permanent land conservation or agricultural preservation easements or restrictions.

B. Open Space Goals

The Committee identified two key open space goals:

- Conserve, preserve and enhance Needham's natural and open space resources.
- Obtain open space through a variety of methods such as, but not limited to, acquiring development rights, outright purchasing potentially developable land, and encouraging property owners to protect and/or preserve their land as open space through conservation restrictions or other means.

C. Open Space Factors for Consideration

Evaluation of projects submitted for consideration by The Committee will include consideration of several factors, including but not limited to the following:

- Preserves the natural and man-made features such as open fields, woodlands and ponds.

- Acquires or controls additional open space and develops additional public open spaces and parklands.
- Links and connects preserved open space resources by providing or improving trail and wildlife corridors.
- Protects and maintains the remaining farmland in Town.
- Preserves large tracts of undeveloped land.
- Protects the quality and quantity of Needham's water supply.
- Protects wildlife habitat and wildlife corridors.

D. Recreation Resources and Needs

Between 1990 and 2000, the population of Needham increased by 4.9%, from 27,557 to 28,911. During the same time period, the school-age population (ages 5-19) increased by 20.6%. The requests for additional recreation facilities has increased as activities have grown to include younger participants and senior adults, both genders, longer or multiple seasons, and a greater number and variety of sports and activities. It is important to plan now for both short- and long-term solutions to this growth of demand.

The Town's permanently protected open space includes a network of foot trails that provide opportunities for passive recreation, such as hiking, cross-country skiing, and access to ponds. Public swimming facilities include Rosemary Pool. Fishing and boating can be enjoyed on the Charles River and in some Town ponds. The Committee recognizes that increasing the Town's recreational acreage could conflict at times with the other goals of the CPA.

E. Recreation Goals

The Committee identified one key recreation goal:

- Preserve, increase and enhance recreational uses of and access to Needham's natural and recreational resources.

F. Recreation Factors for Consideration

Evaluation of projects submitted for consideration by The Committee will include consideration of several factors, including but not limited to the following:

- Provides additional athletic fields to meet the needs of the Town's growing demand.
- Encourages and develops more recreational access/use of open spaces (where appropriate) and natural resources.
- Encourages regional bike trails throughout Needham.
- Enhances resources for walking, hiking, cross-country skiing, bicycling, boating and fishing.
- Increases recreational uses of the Charles River.
- Acquires land to fulfill identified current and future recreational needs.
- Develops active recreational resources including playing fields, improved/new playgrounds, and improved handicapped access; also addresses adult senior and toddler recreational needs.

COMMUNITY HOUSING

A. Community Housing Resources and Needs

The CPA defines “community housing” as housing for persons or families whose annual income is less than 100% of Needham’s areawide¹ median income. However, for housing units created with CPA funds to be counted toward Needham’s 10% affordable housing goal, the units must serve those whose annual income is less than 80% of the areawide median income. Current information is available at the US Department of Housing and Urban Development at www.HUD.gov/Massachusetts.

The CPA provides that community preservation funds may be expended “for the creation, preservation and support of community housing and for the rehabilitation or restoration ... of community housing,” but not including maintenance. The Needham Housing Authority and local non-profit housing corporations are local community resources.

Needham’s community housing resources and needs have been detailed in Town reports, including the Needham Affordable Housing Plan (June 2007), the Analysis of Impediments to Fair Housing Choice (August 2013) and Needham Chapter 40 B Guidelines (October 2013.) All reports are available from the Town of Needham Planning and Community Development Office and on the Town’s website at www.needhamma.gov

The average price of homes and rental units in Needham is higher than what many moderate-income families, Town employees and people that work in Needham are able to afford. Affordable housing opportunities help attract and retain, among others, low and moderate-income families, the elderly on fixed incomes, the disabled, young persons and public and private employees upon whom the Town depends to provide high quality services in and for the Town.

Needham continues to have a housing affordability gap, based on the Massachusetts 40B formula, with a goal of achieving at least 10% low-or moderate-income housing units. Progress can be achieved toward reducing this gap, for example, with the creation of affordable senior apartments, low or moderate-income homeownership, more choices for seniors, and below-market homeownership or rental subsidies. The Needham Housing Authority’s High Rock Homes and the Charles River Landing’s apartment units are recent examples of new housing options.

¹ Boston Primary Metropolitan Statistical Area

B. Community Housing Goals

The Committee identified four key community housing goals:

- Seek to increase the supply of affordable housing units while seeking to preserve the existing pattern and density of Needham's established residential neighborhoods.
- Enable Needham to shape its own housing and development future and outcomes.
- Achieve progress towards the Town's responsibilities under Chapter 40B.
- Encourage the preservation and development of a diversity of housing resources that fosters a range of choices and housing options including affordable units to meet the Town's growing demand and current and future needs for affordable housing.

C. Community Housing Factors for Consideration

Evaluation of projects submitted for consideration by The Committee will include consideration of several factors, including but not limited to the following:

- Preserves the affordable component of existing "expiring use" affordable units.
- Supports scattered-site low-density affordable unit development and avoids concentrated or high-density development.
- Is consistent with and assures fair housing practices.
- Redevelops, utilizes, improves or expands existing housing structures and infrastructure for affordable housing use. Projects that redevelop existing structures will be preferred.
- Provides affordable housing opportunities on identified parcels of town owned land as set forth in the Town of Needham Open Space Report to the Board of Selectmen.
- Provides affordable housing opportunities in the business districts, including the Town Center, Needham Heights, and Chestnut Street Corridor, compatible with existing infrastructure.

- Serves an underserved population or populations by establishing affordability restriction in perpetuity.
- Considers the various development needs of the Town.
- Project proponent has satisfied the requirements of 40B (to the extent applicable).

HISTORIC PRESERVATION

A. Historic Preservation Resources and Needs

Needham has had an Historical Commission since 1976. In addition, the Needham Historical Society, an active non-profit organization, holds many of the historic records of the Town. Needham currently has two historic districts, the McIntosh Corner Historic District and the Town Hall Historic District. Needham's historical heritage, however, extends throughout the Town and includes nineteen (19) properties recorded in the Massachusetts Register of Historic Places as well as a number of older established neighborhoods that reflect the history and pattern of the Town's development. The nineteen (19) listed properties in Town are:

Echo Bridge	Newton/Needham – Crossing Charles River and Ellis Street
*Amos Fuller House	220 Nehoiden Street
*Robert Fuller House	3 Burrill Lane
*Emery Grover Building	1330 Highland Avenue
Joseph Hagar House	1227 South Street
*Kingsbury – Whitaker House	53 Glendoon Road
*Joshua Lewis House	178 South Street
*McIntosh Corner Historic District	Great Plain and Central Avenues (roughly)
*Davis Mills House	945 Central Avenue
Needham Street Bridge	Crossing Charles River at Needham Street, Newton and Highland Avenue, Needham
*Needham Town Hall Historic District	Great Plain Avenue
Newton Multiple Resource Area	Includes two (2) bridges crossing between Needham and Newton
Newton Upper Falls Historic District	Portion in Needham

*James Smith House	706 Great Plain Avenue
Sudbury Aqueduct Linear District	Portion in Needham
*Tolman – Gay House	1196 Central Avenue
*Rev. Jonathan Townsend House	980 Central Avenue
Water Supply System of Metropolitan Boston	Portion in Needham
*Israel Whitney House	963 Central Avenue

The ten properties and two historic districts that have an (*) asterisk are also on the National Register of Historic Places of the US Department of the Interior.

The Massachusetts Cultural Resources Information System (MACRIS) established by the Massachusetts Historical Commission of the Office of the Massachusetts Secretary of State lists one-hundred and thirty-six (136) historic properties in Needham currently on the local inventory. This includes properties added to the Inventory in 2010. Approximately 45 others are expected to be added in 2014.

B. Historic Preservation Goals

As Needham's historical assets are under threat from inadequate maintenance and development pressures, the Committee identified one key goal for historic preservation:

- To preserve buildings, structures, vessels, archaeological sites, or real property that are listed or eligible for listing on the Massachusetts State Register of Historic Places or have been determined by the Needham Historical Commission to be significant in the history, archaeology, architecture or culture of the Town.

C. Historic Preservation Factors for Consideration:

Evaluation of projects submitted for consideration by The Committee will include review of several factors, including but not limited to the following:

- Preserves and protects historic and cultural properties and sites to the extent allowed under the CPA.
- Demonstrates a public benefit to preserve historic resources. Town-owned facilities may be preferred in The Committee's evaluation process.
- Incorporates the remodeling, reconstruction, renovation and making of extraordinary repairs to historic resources, such as improvements intended to make historic facilities functional for their intended use, including but not limited to, handicapped accessibility and building code requirements.

APPENDIX

CURRENT MEMBERS – January 2014

Member	Term Expires	Appointed by
Janet Carter Bernardo	June 2014	Conservation Commission
Robert Boder	June 2014	Historical Commission
Reg Foster	June 2014	Housing Authority
Gary Crossen	June 2015	Board of Selectmen
Sam Bass Warner	June 2015	Planning Board
To be named	June 2015	Town Moderator
Mark Gluesing	June 2016	Town Moderator
Mike Retzky	June 2016	Park & Recreation Commission
Lita Young	June 2016	Board of Selectmen

Comments or questions are welcome and may be submitted to:

Mailing Address:

Community Preservation Committee
c/o Park & Recreation Department
500 Dedham Avenue
Needham, Massachusetts, 02492

Phone: Please call the Park & Recreation Office at (781) 455-7550, or
send an e-mail to pcarey@needhamma.gov

GLOSSARY

Affordable Housing/Community Housing

"Community Housing," low and moderate income for individuals and families, including low and moderate income senior housing.

"Low income housing", housing for those persons and families whose annual income is less than 80 per cent of the area wide median income. The area wide median income shall be the area wide median income as determined by the United States Department of Housing and Urban Development.

"Moderate income housing", housing for those persons and families whose annual income is less than 100 per cent of the area wide median income. The area wide median income shall be the area wide median income as determined by the United States Department of Housing and Urban Development.

"Low or moderate income senior housing", housing for those persons having reached the age of 60 or over who would qualify for low or moderate income housing.

Capital Improvement

Reconstruction or alteration of real property that: (1) materially adds to the value of the real property or appreciably prolongs the useful life of the real property; (2) becomes part of the real property or is permanently affixed to the real property so that removal would cause material damage to the property or article itself; and (3) is intended to become a permanent installation or is intended to remain there for an indefinite period of time.

Community Preservation Act (CPA)

The Community Preservation Act (CPA) (MGL C. 44B) allows communities to create a local Community Preservation Fund for open space protection, historic preservation, affordable housing and outdoor recreation. CPA allows towns to levy a community-wide property tax surcharge of up to 3 percent for the purpose of creating a local Community Preservation Fund and qualifying for state "matching" funds. The Fund must be used to acquire and protect open space, preserve historic buildings and landscapes, create and maintain affordable housing and creation or restoration of land for outdoor recreational use. The state will provide "matching" funds to communities approving CPA, based on a formula. Needham accepted the CPA at 2 percent.

Community Preservation Committee (CPC or The Committee)

A nine person committee consisting of one each appointed by the Needham Historical Commission, the Needham Housing Authority, the Needham Conservation Commission, the Needham Park and Recreation Commission and the Needham Planning Board and two by the Needham Board of Selectmen and two by the Needham Town Moderator. The Committee consults with the Board of Selectmen and the Finance Committee as well as any other committee or board with an interest in CPA funding.

Community Preservation Fund (CPF)

Separate town account for the deposit of all surcharges collected and state "matching" funds

Sub Accounts of CPF (sometimes referred to as "buckets")

- Open Space Reserve Fund (required minimum of 10%of funds)
- Historical Preservation Reserve fund (required minimum of 10%of funds)
- Affordable Housing Reserve Fund (required minimum of 10%of funds)
- Annual Reserve Fund (remaining 70% of fund other than administrative and operating fund.)
- Administrative Account Fund (up to 5%)

The Committee is permitted to appropriate up to 5% of the funds for the administration and operational expenses of The Committee. These funds can be used to hire support staff, purchase office supplies and cover the cost of professional services that may be needed. Any administrative moneys that are not used that year are returned to the CPA annual reserve fund.

Note: Recreational projects are specifically included in the CPA as eligible for funding.

Beyond these required disbursements, Town Meeting, acting upon the recommendations of the CPC, will appropriate the remaining 70 percent of annual CPA revenues. For example, Town Meeting could allocate the remaining 70 percent of the annual revenue to one purpose, spread it evenly among all three, or set the funds aside for future spending. Each year, the municipality can modify the spending mix for the remaining 70 percent of the fund.

Community Preservation Surcharge

The locally raised share of CPA revenue comes from a surcharge (additional amount of tax) on real estate tax bills. The surcharge percentage, which may not exceed 3 percent, is set by referendum vote. The surcharge amount is separately stated on each tax bill. In Needham, the surcharge is 2 percent, subject to certain statutory exemptions (see “CPA Surcharge Exemptions”).

Community Preservation Surcharge Exemptions

Taxpayers currently exempt from real property taxes under Chapter 59 of Massachusetts General Laws are exempt from the CPA surcharge. In addition, Town Meeting approved additional exemptions to the CPA surcharge.

- Property owned and occupied by a person who would qualify for low income housing or low or moderate-income senior housing in Needham.
- The first \$100,000 of taxable value of residential real estate.

Needham may make changes to these exemptions at any time with approval of the Town Meeting and subsequent voter approval.

Historic Resources

Historic resources, a building, structure, vessel or real property, document or artifact that is listed on the state register of historic places or has been determined by the local historic preservation commission to be significant in the history, archeology, architecture or culture of a city or town.

Needham Community Preservation By-Law

Available under separate cover – contact Park and Recreation Department or go to www.needhamma.gov/CPC

Open Space

Open space shall include, but not be limited to, land to protect existing and future well fields, aquifers and recharge areas, watershed land, agricultural land, grasslands, fields, forest land, fresh and salt water marshes and other wetlands, ocean, river, stream, lake and pond frontage, beaches, dunes and other coastal lands, lands to protect scenic vistas, land for wildlife or nature preserve and land for recreational use.

Recreational Use

"Recreational use", active or passive recreational use including, but not limited to, the use of land for community gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground or athletic field.

"Recreational use" shall NOT include horse or dog racing, the acquisition of artificial turf for athletic fields, or the use of land for a stadium, gymnasium or similar structure.

Rehabilitation

Capital improvements, or the making of extraordinary repairs, to historic resources, open spaces, lands for recreational use and community housing for the purpose of making such historic resources, open spaces, lands for recreational use and community housing functional for their intended uses including, but not limited to, improvements to comply with the Americans with Disabilities Act and other federal, state or local building or access codes; provided, that with respect to historic resources, “rehabilitation” shall comply with the Standards for Rehabilitation stated in the United States Secretary of the Interior's Standards for the Treatment of Historic Properties codified in 36 C.F.R. Part 68; and provided further, that with respect to land for recreational use, “rehabilitation” shall include the replacement of playground equipment and other capital improvements to the land or the facilities thereon which make the land or the related facilities more functional for the intended recreational use.

From: [Peter Pingitore](#)
To: [paulalpert@aol.com](#); [jbernardo@horsleywitten.com](#); [mborrelli@needhamma.gov](#); [cjchaston@aol.com](#); [mfee@verrill-law.com](#); [reginaldcfooster@gmail.com](#); [g.greis@rcn.com](#); [andersond@needhamma.gov](#); [KFitzpatrick@needhamma.gov](#); [amedeiros@needhamhousing.org](#); [SMulroy@needhamma.gov](#); [Lee Newman](#); [ksunnarborg@msn.com](#); [Cecilia Simchak](#); [kwright@needhamma.gov](#); [Artie Crocker](#); [Joe Barnes](#); [Rick Zimbone](#); [Chris Gerstel \(cgerstel1@verizon.net\)](#); [laura.dorfman@dedhamsavings.com](#); ["Penny Kirk"](#); [Jeanne McKnight](#); [Bob Dermody](#)
Subject: Needham Community Preservation Plan
Date: Wednesday, August 04, 2021 10:29:00 AM
Attachments: [Community Preservation Plan 2014.pdf](#)

August 4, 2021

To: Paul Alpert, Chair Needham Planning Board, [paulalpert@aol.com](#)
Janet Bernardo, Chair, Conservation Commission [jbernardo@horsleywitten.com](#)
Matthew Borrelli, Chair, Select Board and Needham Affordable Housing Trust
[mborrelli@needhamma.gov](#)
Cynthia J. Chaston, Chair, Park & Recreation Commission [cjchaston@aol.com](#)
Michael K. Fee, Town Moderator [mfee@verrill-law.com](#)
Reg Foster, Chair, Needham Housing Authority, [reginaldcfooster@gmail.com](#)
Gloria Polizzotti Greis, PhD, Chair Needham Historical Commission,
[g.greis@rcn.com](#)
Debbie Anderson, Director of Conservation, [andersond@needhamma.gov](#)
Kate Fitzpatrick, Town Manager, [KFitzpatrick@needhamma.gov](#)
[Angie Medeiros, Executive Director](#), Needham Housing Authority,
[amedeiros@needhamhousing.org](#)
[Stacey Mulroy, Director of Park & Recreation](#), [SMulroy@needhamma.gov](#)
Lee Newman, Director of Planning and Community Development,
[LNewman@needhamma.gov](#)
Karen Sunnarborg, Community Housing Specialist, [ksunnarborg@msn.com](#)
Cecilia Simchak, Director of Budget and Finance DPW, Staff CPC
[csimchak@needhamma.gov](#)

Greetings:

The Community Preservation Committee is beginning the process of formally reviewing the Town of Needham Community Preservation Application and Process (commonly referred to as the Town of Needham Community Preservation Plan) ("Plan"), with the intention of making appropriate amendments to the Plan. The Plan was adopted in 2005, revised in 2007 and amended in 2014. A copy of the Plan is attached hereto.

In connection with our review, we will be seeking input from Town offices, boards, committees and commissions that hold appointing authority to CPC committee membership, as well as input from town departments responsible for implementing CPA funded projects. As you know, CPA funds are used to support (1) acquisition and preservation of Open Space, (2) restoration and investment in recreational resources, (3) affordable (community) housing, and (4) preservation of historic resources. For each of these four funding areas, the Plan includes a detailed analysis of resources and needs, goals for funding, and factors for consideration by the CPC in assessing funding requests. These sections begin at page 12 of the Plan with a discussion of Open Space Resources and Needs, Open Space Goals and Open Space Factors for Consideration, and continue with sections discussing each of the other three funding areas through page 20 of the Plan. Our goal is to have the applicable committee(s) and

town department(s) review the Plan section(s) applicable to their constituent group(s) and provide an updated analysis of resources and needs, and goals, and offer input to the CPC on factors for consideration in assessing funding requests.

As I noted above, we are just beginning this process and we ask that you join us in our efforts at updating the Plan by including on your dockets for the fall and winter calendar the request for information made herein. Please note that as part of the process we will be consulting with committees and boards as appropriate and we will be seeking community input through a public hearing.

One final note, the CPC has identified goals and factors for consideration with respect to each of the four funding areas as areas where we as a community can work toward implementing the NUARI Vision Statement, Guiding Principles, and Intentional Practices. We ask that your efforts in this regard reflect the NUARI Vision Statement, Guiding Principles, and Intentional Practices.

Thank you and we look forward to working with all of you in this effort.

Sincerely,

/s/

Peter J. Pingitore, Chair CPC and
Jeanne McKnight, Member CPC
(CPC Plan Update Liaisons)

CC: Joseph Barnes, Artie Crocker, Laura Dorfman, Robert Dermody, Chris Gerstel, Penny Kirk, Rick Zimbone (Members of CPC)

Peter J. Pingitore, Esq.
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Attorneys At Law
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Cambridge, Massachusetts 02139
Telephone: (617) 225-2400
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Web site: <http://PingitoreLaw.com>

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**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 11/9/2021

Agenda Item	Sign Notice of Traffic Regulation– Arden Street
Presenter(s)	Carys Lustig, DPW Director

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Needham Department of Public Works has received a request from the residents of the Beaufort Avenue neighborhood area asking that, as part of the Beaufort Avenue Safety Zone, Arden Street be designated a stopped street at Beaufort Avenue.	
2.	VOTE REQUIRED BY SELECT BOARD
<u><i>Suggested Motion:</i></u> That the Board vote to approve and sign the Notice of Traffic Regulation Permit #SS21-11-09 requiring that Arden Street westbound be designated as a stopped street at the intersection of Beaufort Avenue”	
3.	BACK UP INFORMATION ATTACHED
a. <i>Copy of Traffic Regulation SS21-11-09</i> b. <i>Diagram of Stop Sign Location</i>	

TOWN OF NEEDHAM
SELECT BOARD

NOTICE OF TRAFFIC REGULATION

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

VOTED: In accordance with the provisions of Chapter 89, Section 9 of the General
Laws, the following street is designated as a stop street at the intersection
and in the direction indicated:

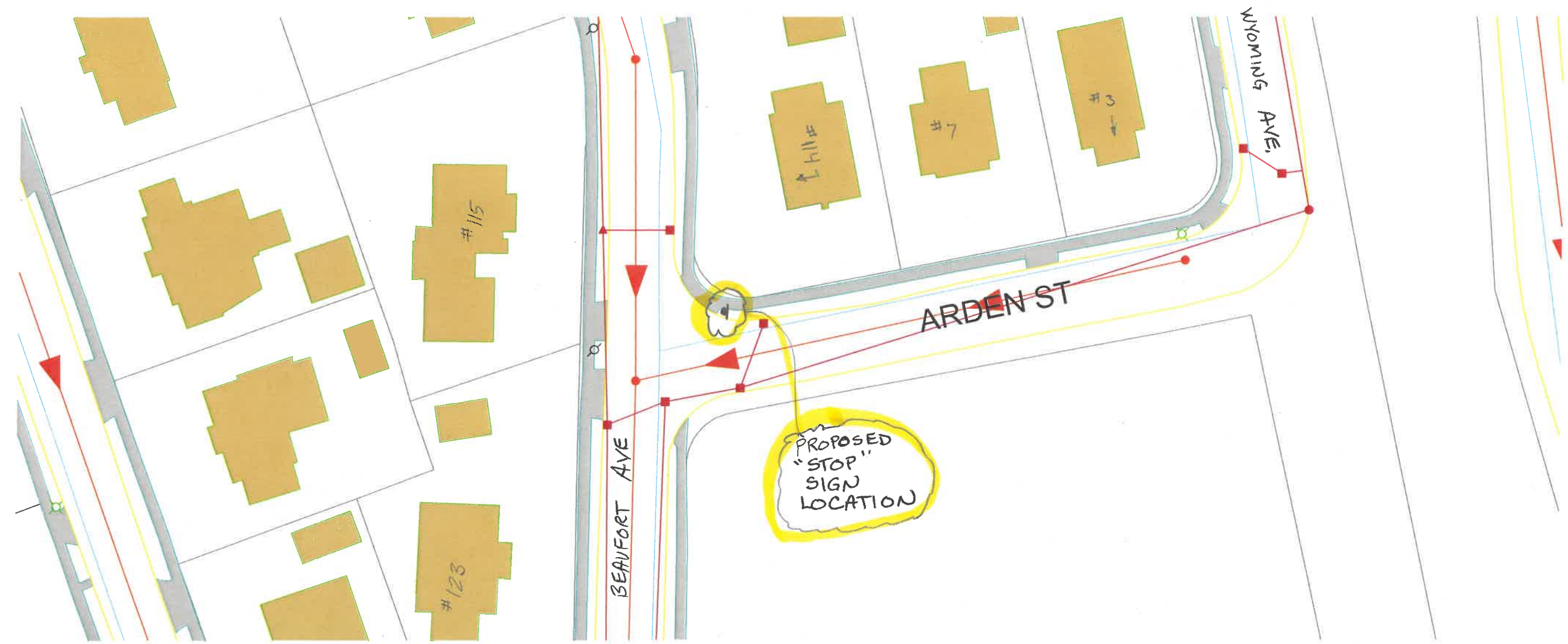
Westbound drivers on ARDEN STREET at the intersection of
BEAUFORT AVENUE

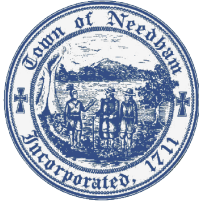
SELECT BOARD
Permit No. SS21-11-09

Date of Passage_____

Attest of Town Clerk_____

N
↑
1"=40'



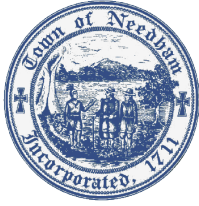


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 11/9/2021

Agenda Item	Town Manager's Report
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will update the Board on issues not covered on the agenda.	
2.	VOTE REQUIRED BY SELECT BOARD
3.	BACK UP INFORMATION ATTACHED
none	



**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 11/9/2021

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
<i>Board members will report on the progress and / or activities of their Committee assignments.</i>	
2.	VOTE REQUIRED BY SELECT BOARD
3.	BACK UP INFORMATION ATTACHED
none	

**Town of Needham
Select Board
Minutes for Tuesday, October 26, 2021
Needham Town Hall
Powers Hall
and
Via ZOOM
<https://us02web.zoom.us/j/84857697639>**

- 6:00 p.m. Call to Order:
A meeting of the Select Board was convened by Chair Matthew D. Borrelli. Those present were Marianne Cooley, Daniel P. Matthews, Marcus Nelson, and Town Manager Kate Fitzpatrick. Dave Davison, ATM/Finance, Katie King, ATM/Operations, Myles Tucker, Support Services Manager, Kristin Scoble, Administrative Specialist, and Mary Hunt, Recording Secretary were also in attendance.
- 6:00 p.m. Public Comment Period: No public comments were heard.
- 6:10 p.m. Director of Public Works:
Carys Lustig, Director of Public Works spoke with the Board regarding 4 items:
1. Town Common Renovation
Ms. Lustig reminded the Board the project to renovate the Town Common is on track to begin in the Spring/Summer of 2022. She said two small adjustments were made to the original plan, which Public Works wanted to bring to the attention of the Board. Ms. Lustig outlined the two changes, both aesthetic and functional, including a change from temporary lighting poles to permanent lighting poles and the location of portable sound system equipment.

Discussion ensued on placement of the podium, sound system equipment, as well as the possibility of public Wi-Fi.

The Board thanked Ms. Lustig for the update.
 2. Sign Notice of Traffic Regulation: Dedham Avenue
Motion by Mr. Matthews that the Select Board vote to approve and sign the Notice of Traffic Regulation Permit #P21-10-26 for Dedham Avenue, Parking Prohibited, West side, from 260 feet north of Webster Street to 290 feet north of Webster Street.
Second: Ms. Cooley. Unanimously approved 4-0.

Ms. Lustig explained the process for residents interested in requesting a change (crosswalks, stop signs, no parking signs etc.) through the TMAC in their neighborhood.

Ms. Cooley pointed out the Traffic Management Advisory Committee currently has a vacancy on their board and is looking for volunteers to fill the position.

3. Sign Notice of Traffic Regulation: Beaufort Avenue

Ms. Lustig explained the Traffic Management Advisory Committee (TMAC) received a request from the residents of the Beaufort Avenue area asking that the area of Beaufort Avenue near Perry Park, between Hawthorn Avenue and Arden Street, be designated a safety zone. Safety Zone and 20 mph Speed Limit signs will be placed in the relative locations as shown on the diagram provided.

Discussion ensued on areas of Needham where safety zones could be established.

Ms. Cooley reminded residents crossing in an area where there are flashing beacon lights to push the button to get traffic to stop.

Motion by Mr. Nelson that the Select Board vote to approve and sign the Notice of Traffic Regulation Permit #SAZ21-10-26 requiring that Beaufort Avenue be designated as a safety zone between Hawthorn Avenue and Arden Street.

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

4. Snow Program 2021-2022 Update

Ms. Lustig updated the Board on the preparations the Department of Public Works is making for the upcoming snow season. She said her concerns focus on the ability to hire staff to replace those who have left the Town and contractors who have chosen not to participate in the Snow Program. Ms. Lustig said the decline in the number of contractors interested in working in the Snow Program has been consistent over the last few years, noting the money a contractor can make is very unpredictable. She said equipment is also of concern. Ms. Lustig spoke about Snow Program staffing, set up of routes, and the effect changes may have this winter on snow removal. She noted pay rates and incentive pay have both increased to compete with surrounding communities, and that the Town is actively recruiting contractors for the coming winter season.

Discussion ensued on the sidewalk program, school routes, and snow removal equipment.

Mr. Borrelli asked about the Town's salt supply and closing the Swap Shop.

Ms. Lustig said she has not heard of any issues in the supply of salt, noting Needham has very good capacity, can stockpile salt in house, and that the salt shed is currently full. Ms. Lustig said a decision was made to close the Swap Shop on a seasonal basis, partly due to the Snow Program and staffing, and also because the current location of the shop is not ideal.

The Board thanked Ms. Lustig for the update.

6:34 p.m. Appointments and Consent Agenda:

Motion by Mr. Nelson that the Select Board vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENTS:

**Needham Commission
on Disabilities**

Alexa Moore (Term Expires 6.30.2023)

**Needham Commission
on Disabilities**

Felix Zemel (Term Expires 6.30.2023)

CONSENT AGENDA *=Backup attached

- 1.* Approve minutes of October 12, 2021 (open session)**
- 2. Ratify the Needham Park and Recreation Department's annual Spooky walk that was held on Saturday, October 23, 2021 on the Town Common. Event was held from 10:45AM and 12:30PM.**
- 3.* Approve revision to the Road Event Policy, including fee updates and technical corrections.**
- 4.* Approve and sign Warrant for the Special Town Election to be held on Tuesday, December 7, 2021**
- 5.* Approve and sign Water & Sewer Abatement #1311**
- 6. Grant permission for the following residents to hold block parties:**

Name	Address	Party	Party	Party
	Party	Location	Date	Rain Date
				Time
Alison Premo	354 Brookline Street	Brookline St. between Webster and Manning	10/30/21	N/A
				3pm-6pm

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

6:35 p.m.

Town Manager:

Kate Fitzpatrick, Town Manager spoke with the Board regarding 4 items:

1. Adopt Calendar Year 2022 Fees

Ms. Fitzpatrick recommended that the Board adopt a fee structure for Calendar Year 2022 that continues the 50% reduction of on-premises liquor license fees and standardizes road race license fees. The Board continued its discussion as to whether to waive the Outdoor Dining License fees for Calendar Year 2022. The estimated impact would be \$3,600.

Mr. Borrelli said restaurants have indicated to him that waiving the Outdoor Dining License fees for calendar year 2022 would be very helpful.

Ms. Cooley concurred that waiving the Outdoor Dining License fees for CY2022 would be very good, noting the Town should revisit fees next year. She said

restaurants have made investments in outdoor furniture and other amenities. Mr. Nelson concurred. He said it is more beneficial for the Town to make sure restaurants are stable through the pandemic.

Motion by Mr. Nelson that the Select Board approve the Calendar Year 2022 fee structure and to waive Outdoor Dining License fees for Calendar Year 2022.

Second: Ms. Cooley. Unanimously approved 4-0.

Mr. Borrelli asked a letter from the Select Board be sent to restaurant owners to inform them of the fee structure and that the outdoor dining license fees for CY2022 has been waived.

2. Update to List of Special Municipal Employees

The State Guidance on special municipal employees states that the Town should file with the Ethics Commission a list of all local special municipal employees. (“A list of all the ‘special municipal employee’ positions should be on file at the town or city clerk’s office. This list should also be filed with the Ethics Commission.”) The State Guidance also states that “[v]otes should be taken individually for each board or position being designated, expressly naming the positions being designated.” This is not a requirement in M.G.L. c.268A, but for purposes of complying with the Guidance, separate votes are recommended for each position that will be designated as a special municipal employee for the first time.

Ms. Fitzpatrick recommended that the Select Board designate the position of member of the Housing Plan Working Group as special municipal employee.

Motion by Mr. Matthews that the Select Board vote to:

1. **designate the position of member of the Housing Plan Working Group as special municipal employee pursuant to General Laws Chapter 268A.**

And

2. **place a list of special municipal employees, updated in accordance with its prior votes taken during this meeting, on file with the Town Clerk and to deliver a copy to the State Ethics Commission.**

Second: Ms. Cooley. Unanimously approved 4-0.

3. Initial American Rescue Plan Funding Proposal

Ms. Fitzpatrick outlined the initial American Rescue Plan (ARPA) Funding Proposal and asked the Board’s approval to proceed with finalizing program components. The Funding Plan is subject to revision by the Select Board over the coming months and years. She commented on categories of funding including

COVID-19 Direct Impact, Technology Improvements, Economic Development, and Water/Sewer/Drains Infrastructure.

Motion by Ms. Cooley that the Select Board vote to approve the initial American Rescue Plan Funding Proposal dated October 26, 2021.

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

4. Town Manager Report

Ms. Fitzpatrick reported Amy Haelsen, Director, Economic Development and Planning secured a \$25,000 in funding from the State for technical assistance to help create a marketing plan for Needham Center businesses.

Ms. Fitzpatrick reported Sara Shine, Director of Youth and Family Services was invited to be part of an advisory group to Children's Hospital in Needham.

Ms. Fitzpatrick reported she and Mr. Borrelli met with representatives from the MBTA to officially let them know that Needham will be pursuing steps toward a Quiet Zone designation. She said the MBTA offered assistance to Needham, reiterating that efforts toward a Quiet Zone designation are between the Town and the Federal Railroad Administration. She said the design team for the streetscape project currently underway will also design the Quiet Zone approved components for the Great Plain Avenue crossing. She said it is expected the design will be included in construction no sooner than summer of 2023. She noted design and construction is happening "at the speed of light" as the Town was already working on the area. Ms. Fitzpatrick said she will prepare a rough timeline and updated costs estimates to be presented to the Select Board at a future meeting.

Ms. Fitzpatrick reported the head of railroad operations will be in Needham Heights in the next few weeks to consider train locations, idling, and vibrations that neighborhood residents have said is an issue.

6:50 p.m. Board Discussion:

1. Committee Reports

Mr. Borrelli reported on the successful Town Meeting held last night, noting several articles adopted included Outdoor Dining, funding for the Demolition of Ridge Hill buildings, design funds for Emery Gover, and funding for solar panels at the Jack Cogswell Building. He said it was nice to return to gathering in Town Hall for the meeting and thanked the Needham Channel for their coverage.

7:05 p.m. Executive Session: Exception 3 & Exception 6

Motion by Ms. Cooley that the Select Board vote to enter into Executive Session.

Exception 3 – To discuss strategy with respect to collective bargaining or litigation, or to conduct strategy sessions in preparation for negotiations with non-union personnel; and

Exception 6 – To consider the purchase, exchange, taking, lease, or value of real property if such discussion may have a detrimental effect on the negotiating position of the governmental body.

Not to return to the open session prior to adjournment.

Second: Mr. Matthews. Unanimously approved 4-0 by roll call vote.

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

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



**Town of Needham, Massachusetts
Road Event Form**

PAID \$25.00
11.3.2021 CH# 26506096598

INTERNAL USE ONLY

☐ DPW ☐ Police
☐ Fire ☐ OTM
☐ Park & Rec
☐ PFD ☐ Paid

TYPE OF EVENT: (check all that apply)

Car Parade ☐ RUN ☐ WALK ☐ BICYCLE ☐ MOTORCYCLE

Name of Event:

House House Tour Kick Off

Name of Organization:

Needham Women's

Event Date(s) and Rain Date if requesting:

Sunday, December 12th 5:00 PM

Rain/Snow Date Sunday, December 19th
5:00 PM

Earliest Time Expected in Needham:

4:00 PM

Latest Time Expected in Needham:

6:00 PM

Has this event been conducted in other Towns in the past? ☐ YES ☒ NO

If yes, name of Town and date:

Has this event been held in Needham in the past? ☒ YES ☐ NO

If yes, are you repeating the same route as in prior year(s)? ☐ YES ☒ NO

Organization Mailing Address:

P.O. Box 920583 Needham, MA 02492

☒ **Organization is Not-for-Profit**

Organization Billing Address (if Police Detail is required):

P.O. Box 920583 Needham, MA 02492

Primary Contact:

Cynthia Macgowan

Contact Title:

Co-Chair Ways and Means

Contact Address:

1625 Great Plain Avenue, Needham, MA 02492

Contact Phone (Day):

774-230-6486

Contact Phone (Cell):

774-230-6486

Contact Email: cynthiamacgowan@gmail.com	
Number of Expected Participants: 25 Cars MAX	Number of Expected Spectators at Peak Time: 200
Are participants charged a fee? ☐ YES ☒ NO	
Estimated Number of Vehicles: 25	What type of Parking is required: None
Describe Parking Plan, include where participants and spectators will park and length of time expected to be parked: 	
Are event organizers available to meet with members of the Town to plan event? ☒ YES ☐ NO	Do event organizers foresee the need for any road closures (subject to police review)? ☐ YES ☒ NO
What will be done in case of inclement weather? We have a rain date for the following weekend - Sunday, December 19th	
Will neighborhoods be impacted by parking and traffic? Not significantly as the parade will keep moving	
What activities are planned for the start of the race (if in Needham)? NONE	
What activities are planned for the end of the race (if in Needham)? NONE	
What facilities are needed for the start of the race (if in Needham)? Staging the cars at the Memorial Field Parking Lot	
What facilities are needed for the end of the race (if in Needham)? NONE	

Once the event begins, how long will it take to complete the event?

One Hour Max

Are signs requested to post at the start of the race? At the end of the race? Are signs requested for along the route?

NO

Will volunteers be placed along the route?

NO

Will you be using a sound system? (includes music) If yes, please describe where and when it will be used.

There will be Needham High singers in one of the cars with a sound system

Will there be any food served? (contact Needham Health Dept: 781-455-7500 x262)

NO

Will portable toilets be used? List locations.

NO

Will hydration stops be set up along route? If yes, please include these on route plan.

NO

If the event takes place after dark, what is the plan to meet lighting needs?

Headlights

What safety measures are being made for participants and spectators? What are plans for handling first aid and medical emergencies?

Police and Fire are leading the parade

Does the event take place during commuter times?

NO

Is school in session during the event? Will school drop off or pick up be impacted by the event?

NO

Are businesses open during the time of the event?

Most are closed

Does the route pass any business that might be impacted by the event? (e.g. funeral homes, markets, restaurants)

YES

Are there any churches/houses of worship located along the event route? Will church/house of worship services take place during the event?

Yes but no impact at that

What is the plan to handle trash?

There should not be any as everyone is contained in their vehicles

Please return the completed application and attachments to the Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, MA 02492:

- ***event route map (include map and text of route, parking plan, volunteer placement)***
- ***application fee (\$25 events that start and end in Needham; \$50 event passes through Needham)***
- ***certificate of insurance***

PLEASE NOTE:

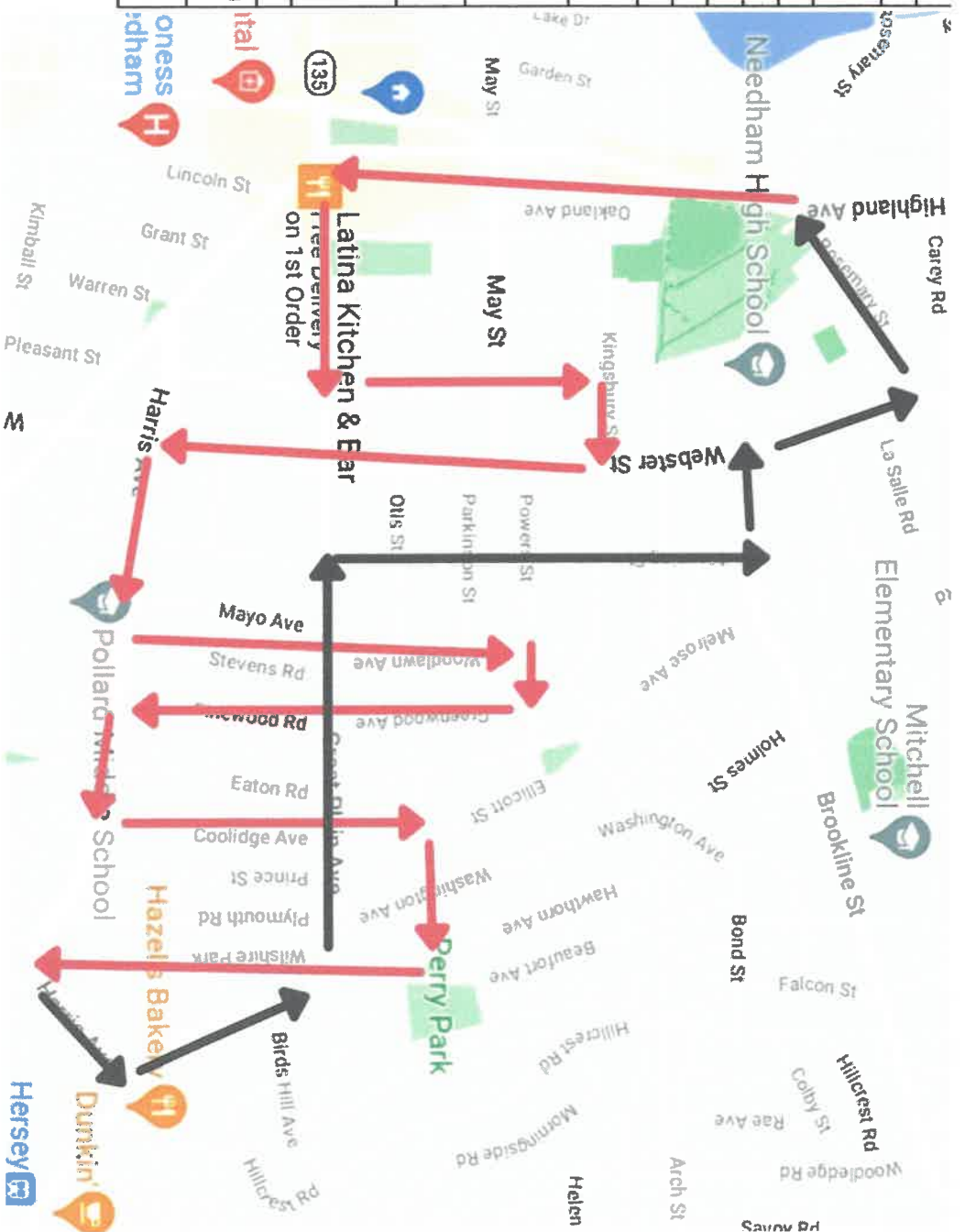
For Road Events scheduled more than 4 months out from application receipt date, a soft hold will be placed on the date, but final approval will not be granted until under the 4 month window. This is due to unforeseen conditions which may impact this event.

Parade Route - Holiday House Tour Parade 2021

START

- Memorial Field Parking Lot. Car staging.
- Down Highland Avenue toward Great Plain Avenue
- Left on to Great Plain Avenue
- Left on to Fair Oaks Park
- Right on to Kingsbury Street
- Right on to Webster Street
- Left on to Harris Ave
- Right on to Stevens Road and across Great Plain Ave. to Woodlawn
- Right on to Powers and a Right on to Greenwood Avenue and across Great Plain Ave to Pinewood Road
- Left on to Harris Ave and a Left on to Coolidge Ave and across Great Plain Ave
- A Right on to Sargent Street and a Right on to Beaufort Ave. and across Great Plain Ave to Wilshire Park
- Left on to Harris and a Left on to Great
- Right on to Manning Street and a Left on to Brookline Ave
- Right on to Webster Street and a Left on to Rosemary and back to Memorial Field

END





**Town of Needham, Massachusetts
Road Event Form**

2021 121-3 44

PAID \$25.00
11.3.2021 CH#972

INTERNAL USE ONLY

☐ DPW ☐ Police
☐ Fire ☐ OTM
☐ Park & Rec
☐ PFD ☐ Paid

TYPE OF EVENT: (check all that apply)

☒ RUN ☒ WALK ☐ BICYCLE ☐ MOTORCYCLE

Name of Event:

Needham Run Club New Year's Day 5k

Name of Organization:

Needham Run Club

Event Date(s) and Rain Date if requesting:

January 1, 2022

Earliest Time Expected in Needham:

9:00AM

Latest Time Expected in Needham:

12:30pm

Has this event been conducted in other Towns in the past? ☐ YES ☒ NO

If yes, name of Town and date:

Has this event been held in Needham in the past? ☒ YES ☐ NO

If yes, are you repeating the same route as in prior year(s)? ☒ YES ☐ NO

Organization Mailing Address:

Needham Run Club, 35 Sunnyside Rd, Needham 02494

☒ **Organization is Not-for-Profit**

Organization Billing Address (if Police Detail is required):

Needham Run Club, 35 Sunnyside Rd, Needham 02494

Primary Contact:

Brad Fernandes

Contact Title:

Contact Address:

Needham Run Club, 35 Sunnyside Rd, Needham 02494

Contact Phone (Day):

857-352-4536

Contact Phone (Cell):

857-352-4536

Contact Email:

bradfern12@hotmail.com

Number of Expected Participants:

300-500 depending on weather

Number of Expected Spectators at Peak

Time: 45

Are participants charged a fee?

☒ **YES** ☐ **NO**

Estimated Number of Vehicles:

80, most people walk

What type of Parking is required:

Metered spots, Needham Center Lot have worked in the past

Describe Parking Plan, include where participants and spectators will park and length of time expected to be parked:

On street/lot parking around the YMCA

Are event organizers available to meet with members of the Town to plan event?

☒ **YES** ☐ **NO**

Do event organizers foresee the need for any road closures (subject to police review)?

☒ **YES** ☐ **NO**

What will be done in case of inclement weather?

Race will be held unless blizzard or lightning

Will neighborhoods be impacted by parking and traffic?

No

What activities are planned for the start of the race (if in Needham)?

Very brief announcement/National Anthem

What activities are planned for the end of the race (if in Needham)?

Small table with water, bagels, bananas etc.

What facilities are needed for the start of the race (if in Needham)?

We use the YMCA

What facilities are needed for the end of the race (if in Needham)?

We use the YMCA

Once the event begins, how long will it take to complete the event?

Roughly 1 hour to account for slower runners/walkers

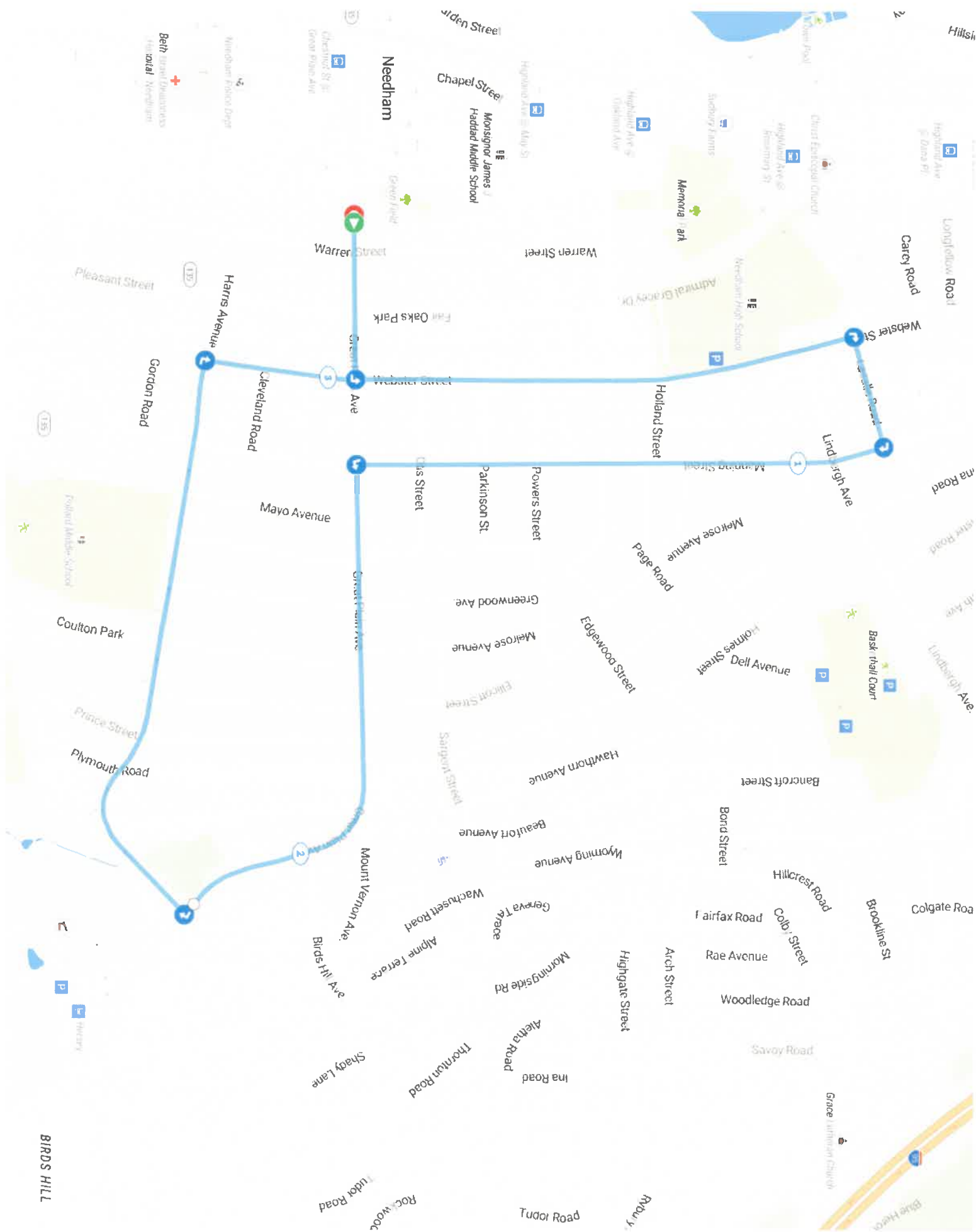
<i>Are signs requested to post at the start of the race? At the end of the race? Are signs requested for along the route?</i>	We will have mile markers
<i>Will volunteers be placed along the route?</i>	Yes, at the turns.
<i>Will you be using a sound system? (includes music) If yes, please describe where and when it will be used.</i>	We use a small PA speaker at the beginning.
<i>Will there be any food served? (contact Needham Health Dept: 781-455-7500 x262)</i>	Water, bagels, bannanas per usual
<i>Will portable toilets be used? List locations.</i>	We use the YMCA
<i>Will hydration stops be set up along route? If yes, please include these on route plan.</i>	Water at the finish line
<i>If the event takes place after dark, what is the plan to meet lighting needs?</i>	N/A
<i>What safety measures are being made for participants and spectators? What are plans for handling first aid and medical emergencies?</i>	We will have volunteers along the route who will be able to call for help
<i>Does the event take place during commuter times?</i>	No
<i>Is school in session during the event? Will school drop off or pick up be impacted by the event?</i>	No
<i>Are businesses open during the time of the event?</i>	Not typically
<i>Does the route pass any business that might be impacted by the event? (e.g. funeral homes, markets, restaurants)</i>	No
<i>Are there any churches/houses of worship located along the event route? Will church/house of worship services take place during the event?</i>	No
<i>What is the plan to handle trash?</i>	We will carry out all trash

Please return the completed application and attachments to the Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, MA 02492:

- ***event route map (include map and text of route, parking plan, volunteer placement)***
- ***application fee (\$25 events that start and end in Needham; \$50 event passes through Needham)***
- ***certificate of insurance***

PLEASE NOTE:

For Road Events scheduled more than 4 months out from application receipt date, a soft hold will be placed on the date, but final approval will not be granted until under the 4 month window. This is due to unforeseen conditions which may impact this event.





For Calendar Year: 2021

TOWN OF NEEDHAM

APPLICATION/ RENEWAL FOR A COMMON VICTUALLER LICENSE

RECEIVED
TOWN OF NEEDHAM
SELECT BOARD

2021 NOV - 8 P 3:09

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

Name of Corporation: PM Story Corporation

Name of Establishment (d/b/a): Little spoon

If business is a Corporation / Corporate Name and Officers:
PM Story Corporation / Apirak Chuenprapa

If business is not a Corporation, Name of Owner: _____

Email Address: LittleSpoonNeedham@gmail.com / m.chuenprapa@gmail.com

Address of Establishment: 952 Great Plain Ave Needham MA 02492

Contact Person (name who will receive notices under this license): Apirak Chuenprapa

Mailing Address (of contact person), if different from Establishment:
952 Great Plain Ave Needham MA 02492

Establishment's Days of Operation: Sun - Sat

Establishment's Hours of Operation: 11:00 AM - 9:00 PM

Manager: Apirak Chuenprapa # of Staff: 5 # of Seats: 60

Telephone Number: 339-214-3488 Fax Number: _____

Signature of Owner: [Signature] Date: 11/08/21

(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.

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:

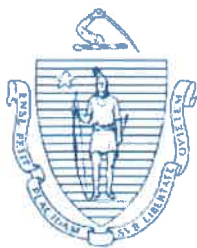
I certify under the penalties of perjury that I, to my best knowledge and belief, have read and am in compliance with the contents of M.G.L. Chapter 62C, Section 49A.

[Signature]
Signature of Applicant (Mandatory)

By Corporate Officer (if applicable)

84-2525586
Either a Social Security Number
Or Federal Identification Number Must Be Supplied

11/08/21
Date (required)



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
Lafayette City Center
2 Avenue de Lafayette, Boston, MA 02111-1750
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: PM Story Corporation / Little Spoon
Address: 952 Great Plain Ave
City/State/Zip: Needham / MA 02492 Phone #: Ac 339-214-3488

Are you an employer? Check the appropriate box:

1. ☒ I am a employer with 5 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: The Hartford
Insurer's Address: 1 Hartford Plaza Hartford CT 06155
City/State/Zip: _____

Policy # or Self-ins. Lic. # 08 WEC AN8067 Expiration Date: 10/27/22

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under § 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 11/8/21

Phone #: 617-893-3516

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (check one):

1. ☐ Board of Health 2. ☐ Building Department 3. ☐ City/Town Clerk 4. ☐ Licensing Board
5. ☐ Selectmen's Office 6. ☐ Other _____

Contact Person: _____ Phone #: _____



THSTO-1

QP ID: PH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2021

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 CONSTITUTE A CONTRACT 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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain 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 Richard Soo Hoo Insurance 123 Beach Street Boston, MA 02111-2511	617-338-8168	CONTACT NAME: Richard Soo Hoo Ins Agency PHONE (A/C, No, Ext): 617-338-8168 FAX (A/C, No): 617-338-1148 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Utica First Insurance Co	15326
		INSURER B: The Hartford	29424
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Little Spoon
PM Story Corporation
952 Great Plain Ave
Needham, MA 02492

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR X Business Owner GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		BOP30000001990	10/27/2021	10/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08WECAN8U67	10/27/2021	10/27/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 952 Great Plain Ave Needham, MA 02492
Certificate Holder as Additional Insured per form BP 0845 10 05

CERTIFICATE HOLDER

CANCELLATION

93GREAT

934-948 Great Plain Ave. Trust
907 Massachusetts Ave
Cambridge, MA 02139

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



Fee: \$60.00

The Commonwealth of Massachusetts

Town of Needham

Theodora K. Eaton, MMC
Town Clerk

1471 Highland Avenue, Needham, MA 02492
Tel: 781-455-7500 / Fax: 781-455-1246

Certificate # 8956

Date of Issue 11/8/2021

Expiration Date: 11/8/2025

☒ New ☐ Renewal

In conformity with the provisions of Chapter one hundred and ten, Section five of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of

Name of Business: PM Story Corporation / DBA : Little spoon is conducted at

Address of Business: 952 Great Plain Ave Needham MA 02492

Type of Business: Restaurant Telephone Number: 339-214-3488

Business is conducted by the following named persons: ** If a corporation is the owner, please provide the corporate name and address, plus the name and title of the signing officer.

Full Name: Apirak Chuenprapa Street/City or Town/State/Zip Code: 952 Great Plain Ave Needham MA 02492

Full Name: Street/City or Town/State/Zip Code

Full Name: Street/City or Town/State/Zip Code

Full Name: Street/City or Town/State/Zip Code

Signed

(Signature)

(Signature)

(Signature)

(Signature)

The Commonwealth of Massachusetts

Norfolk SS.

November 8, 2021

Personally appeared before me the above named
and made oath that the foregoing statement is true.

Apirak Chuenprapa

A certificate issued in accordance with this section shall be in force and effect for four years from the date of issue and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed. A statement under oath must be filed with the City/Town Clerk upon discontinuing, retiring or withdrawing from such business or partnership. (M.G.L. Chapter 110, s. 5 and Ch. 337 of the Acts of 1985)

My Commission Expires: March 30, 2023

(Seal)

Bus.Cert 1

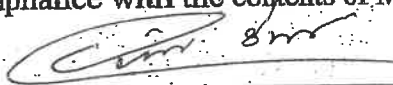


THEODORA K. EATON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 30, 2023

Theodora K. Eaton
Notary Public
Title

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

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have read and am in Compliance with the contents of MGL Chapter 62C, Section 49A (included with this application).


Signature of Applicant (mandatory)

By Corporate Officer (if applicable)

84-2525586
Either a Social Security Number or
Federal Identification Number Must be
Supplied

11/8/21
Date

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

**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:	-\$103.05
Water Irrigation:	\$0.00
Water Admin Fees	\$0.00
Sewer Sales:	-\$297.33
Transfer Station Charges:	\$0.00

Total Abatement: -\$400.38

Order #: 1312

Read and Approved:


Assistant Director of Public Works

For the Select Board

11/9/21

Carys Lustig
Director of Public Works

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

Prepared			Customer	Location	Street	Irrigation	Domestic	Sewer	Tot	
By:	Last Name	First Name	ID#	ID#	Number					Street Name
JO	Council on Aging (1)						\$0.00	-\$103.05	-\$297.33	-\$40
									Total:	-\$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