

SELECT BOARD Meeting Agenda

6:00 p.m. February 8, 2022

POWERS HALL & ZOOM

REVISED

To listen and view this virtual 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://us02web.zoom.us/j/88070840457?pwd=UzYzbjhWVFFyQlpQZEtsS2NYU2M2UT09> Passcode: 097758

Or One tap mobile: US: +13017158592,,88070840457#

Webinar ID: 880 7084 0457

	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 for up to three minutes. If time allows, others wishing to speak will be recognized in an order determined by the Chair for up to three minutes. The Board’s policy on public participation in meetings can be found here .
1.	6:00	Public Hearing: Eversource Grant of Location: 59 Winding River Joanne Callender, Eversource Representative (Zoom)
2.	6:00	Public Hearing: Eversource Grand of Location: 155 Country Way Joanne Callender, Eversource Representative (Zoom)
3.	6:00	Public Hearing: Eversource Grant of Location: 86 Plymouth Road Joanne Callender, Eversource Representative (Zoom)
4.	6:30	Town Manager - Close Annual Town Meeting Warrant Initial American Rescue Plan Act Funding Reallocation Proposal - Town Manager Report
5.	7:00	Board Discussion - Carter Mill Project Discussion Massachusetts Department of Housing and Community Development/MBTA Draft Multifamily Zoning Guidelines - Committee Reports

APPOINTMENTS

1.		
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CONSENT AGENDA *=Backup attached

1.*	Approve minutes of January 25, 2022 (open session)
2.	Accept the following donation made to Youth & Family Services: \$100 donation from Andrew & Elizabeth Alperstein (100 Women of Needham) for the Crisis Donation Fund.
3.	Accept the following donation made to Youth & Family Services: \$100 donation from Andrew & Deborah Feldman (100 Women of Needham) for the Crisis Donation Fund.
4.*	Approve and sign Water & Sewer Abatement #1318
5.*	Approve the schedule of penalties for alcohol compliance check failures for the following license holders: Innovative Distributing Concepts, LLC d/b/a Bin Ends, Henry Hospitality Inc. d/b/a The James, Sol Soul Family Foods LLC. d/b/a Hearth Pizzeria, Pancho's Taqueria Needham, LLC d/b/a Pancho's Taqueria, Capella LLC d/b/a Cappella, Fu Yuan, Inc. d/b/a Fuji Steak House, New Garden Inc., d/b/a New Garden Restaurant, TDRG Needham, Inc. d/b/a Cook Needham, & Zucchini Gold, LLC d/b/a The Rice Barn.
6.*	Approve and sign the integrated collective bargaining agreement between the Town and the Needham Police Union for FY2020 & FY2021.
7*	Support Youth & Family Services' "Needham Unplugged" for the month of March 2022 including its annual no-meeting night/no-homework night which will be held on Thursday, March 10, 20212.
8.*	Approve a request from Jessica Rice race coordinator from the Jog Your Memory 5K Run to hold a race in Needham. The event is scheduled for Sunday, September 18, 2022. The event and route have been approved by the following departments: Fire, Police, DPW, Park 7 Recreation.



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

MEETING DATE: 2/8/2022

Agenda Item	Public Hearing: Eversource Grant of Location: 59 Winding River
Presenter(s)	Joanne Callender, Eversource Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Eversource Energy requests permission to install approximately 10 feet of conduit in Winding River. This work is necessary to provide underground service to 59 Winding River, 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 10 feet of conduit in Winding River, pending an Electrical Permit.	
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: JANUARY 19, 2022

REVIEWER: R.W.V.

SITE LOCATION: # 59 WINDING RIVER RD.

UTILITY REQUESTING: EVERSOURCE

Conduit Work Area Description

☒ A Sidewalk/Grass Strip Crossing Only

Peer Review tar 1/21/22

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

☒ 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 TRENCH VISIBLE, NO RISER ON POLE AS OF YET.

okay to proceed tar



180 Calvary Street
Waltham, Ma 02453

January 19, 2022

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: Winding River Road
Needham, MA
W.O.# 7177483

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 10 feet of conduit in Winding River Road.

The reason for this work is to provide electric service to 59 Winding River Road.

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/wls
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:

Winding River Road - Southerly from pole 382/7, approximately 550 feet east of Charles River Street, install approximately 10 feet of conduit.

W.O.# 7177483

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 **January 14, 2022** 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 _____ 2022 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 _____, 2022 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 January 14, 2022** and filed herewith, under the following public way or ways of said Town:

Winding River Road - Southerly from pole 382/7, approximately 550 feet east of Charles River Street, install approximately 10 feet of conduit.

W.O.# 7177483

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

By: Richard M. Schifone
Richard M. Schifone, Supervisor
Rights & Permits

Dated this ____ day of January

Town of **NEEDHAM** Massachusetts

Received and filed _____ 2022

#56

APPROX. R.

#58



APPROX. R.O.W.

APPROX. R.O.W.

GRASS

GRASS

EDGE OF PAVEMENT (EOP)

EDGE OF PAVEMENT (EOP)

WINDING RIVER RD

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

APPROX. 550'± TO
CHARLES RIVER ST

10'±

EDGE OF PAVEMENT (EOP)

EDGE OF PAVEMENT (EOP)

● 382/6

GRASS

GRASS

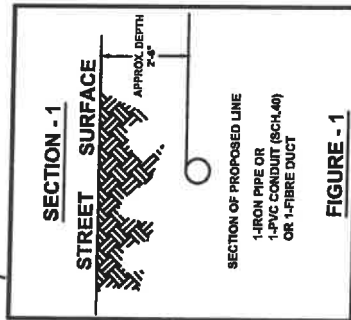
APPROX. R.O.W.

APPROX. R.O.W.

#59

APPROX. PT.
OF PICKUP

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. NOTHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY, NOR ITS PRESENTS, 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 THE USE OF 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 # 7177483

Surveyed by: N/A

Research by: GR

Plotted by: GR

Proposed Structures: GR

Approved: T THIBAUT

P#

NSTAR EVERSOURCE
Electric
d/b/a

1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of WINDING RIVER RD, NEEDHAM

Showing PROPOSED CUSTOMER TO INSTALL CONDUIT LOCATION

Scale 1"=20'

SHEET 1 of 1

Date JANUARY 14, 2022

TOWN OF NEEDHAM, MASSACHUSETTS
Building Inspection Department

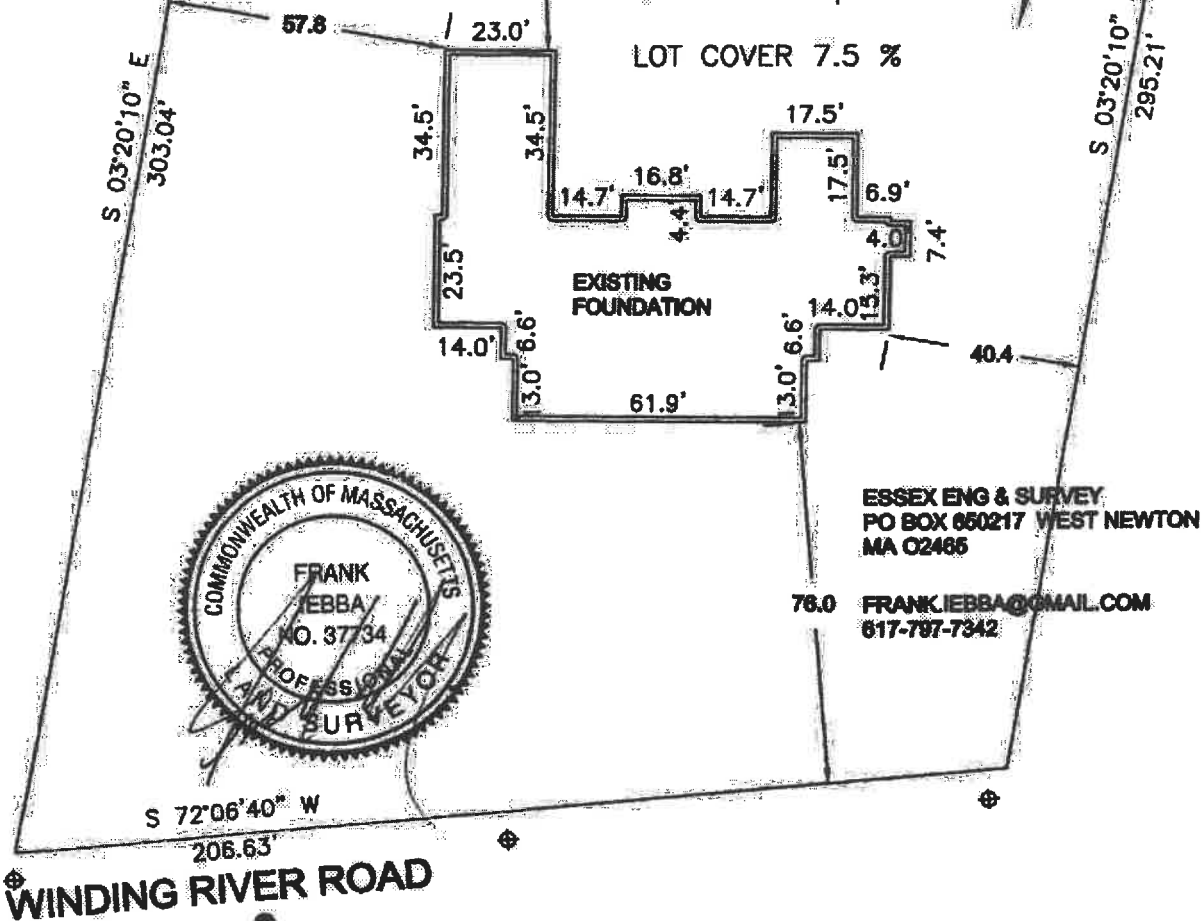
Building Permit No. _____ Assessor's Map & Parcel No. _____
Lot Area: 50524 SF Address 89 WINDING RIVER ROAD Zoning District _____
Owner _____ Builder _____

PROPOSED PLOT PLAN / FOUNDATION AS BUILT / FINAL AS BUILT
CIRCLE ONE THAT APPLIES

40' Scale

AREA: 59824 Sq. Feet

LOT COVER 7.5 %



Note: Plot Plans shall be drawn in accordance with Sections 7.2.1 and 7.2.2 of the Zoning By-Laws for the Town of Needham. All plot plans shall show existing structures and public & private utilities, including water mains, sewers, drains, gas lines, etc.; driveways, septic systems, wells, Flood Plain and Wetland Areas, lot dimensions, lot size, dimensions of proposed structures, sideline, front and rear offsets and setback distances, (measured to the face of structure) and elevation of top of foundations and garage floor. For new construction, lot coverage, building height calculations proposed grading and drainage of recharge structures. For pool permits, plot plans shall also show fence surrounding pool with a gate, proposed pool and any accessory structures*, offsets from all structures and property lines, existing elevations at nearest house corners and pool corners, nearest storm drain catch basin (if any) and, sewage disposal system location in areas with no public sewer.

* Accessory structures may require a separate building permit. See Building Code.

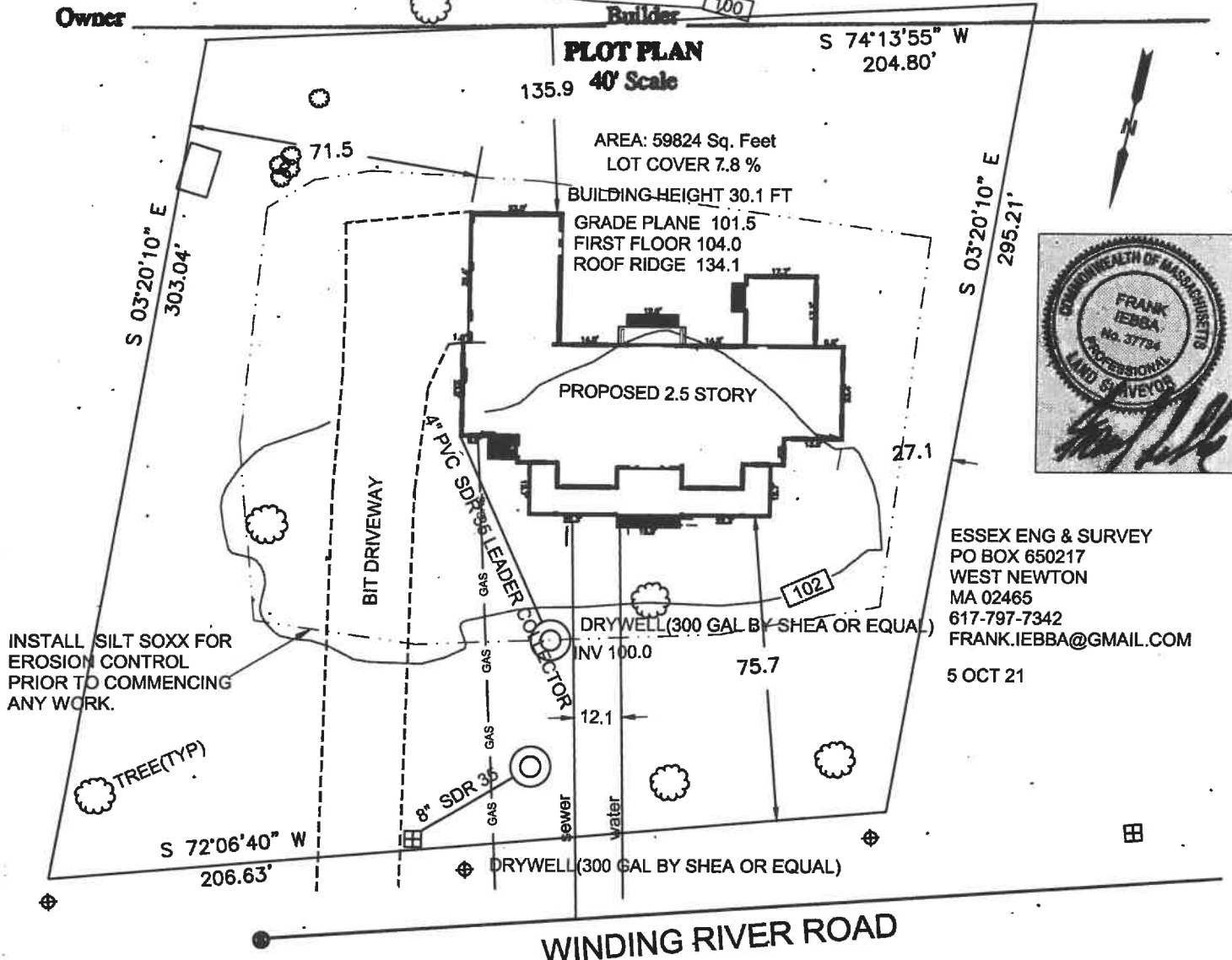
I hereby certify that the information provided on this plan is accurately shown and correct as indicated.

The above is subscribed to and executed by me this _____ day of _____ 20____
Name **FRANK IEBBA PLS, PE** _____, Registered Land Surveyor No. _____
Address **PO BOX 650217 WEST NEWTON** _____ City _____ State _____ Zip **02465** Tel. No. **617-797-7342**
Approved _____ Director of Public Works Date _____
Approved _____ Building Inspector Date _____

TOWN OF NEEDHAM, MASSACHUSETTS

Building Inspection Department

Assessor's Map & Parcel No. 9922400012000000
Building Permit No. _____ At No. 59 WINDING RIVER
Lot Area AREA: 59824 Sq. Feet Zoning District SR-A AQUIFER PROTECTION DISTRICT
Owner _____ Builder 100



Note: Plot Plans shall be drawn in accordance with Sections 7.2.1 and 7.2.2 of the Zoning By-Laws for the Town of Needham. All plot plans shall show existing structures and public utilities, including water mains, sewers, drains, gaslines, etc.; driveways, Flood Plain and Wetland Areas, lot dimensions, dimensions of proposed structures, sideline offsets and setback distances, (allowing for overhangs) and elevation of top of foundations and garage floor. For new construction, elevation of lot corners at street line and existing and approved street grades shall be shown for grading along lot line bordering streetline. For pool permits, plot plans shall also show fence surrounding pool with a gate, proposed pool and any accessory structures*, offsets from all structures and property lines, existing elevations at nearest house corners and pool corners, nearest storm drain catch basin (if any) and, sewage disposal system location in unwetland area.
(*Accessory structures may require a separate building permit - See Building Code)

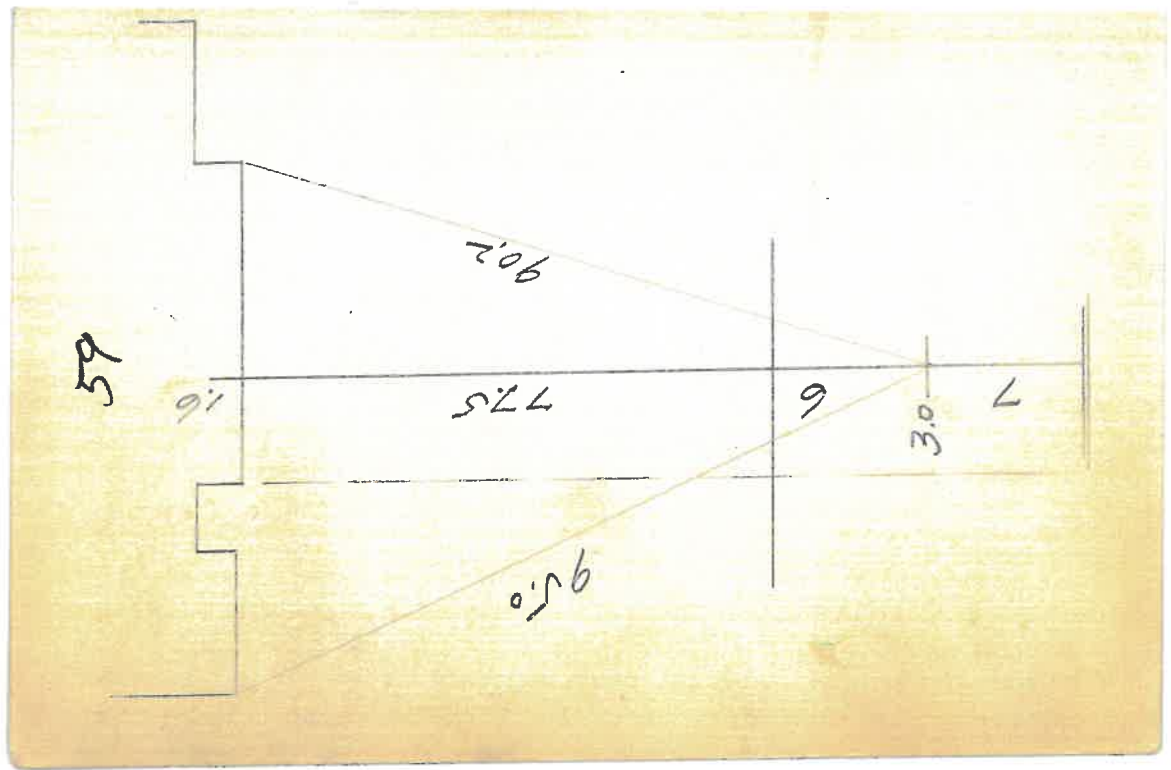
I hereby certify that the information provided on this plan is accurately shown and correct as indicated.

The above is subscribed to and executed by me this 30 TH day of SEPTEMBER 20 21.

Name ESSEX ENG AND SURVEY Registered Land Surveyor FRANK IEBBA 37734
Address PO BOX 650217 WEST NEWTON City MA Zip 02465 Tel. No. 617-797-7342

Approved _____ Director of Public Works Date _____
Approved _____ Building Inspector Date _____

FRANK.IEBBA@GMAIL.COM

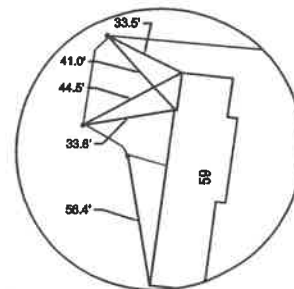
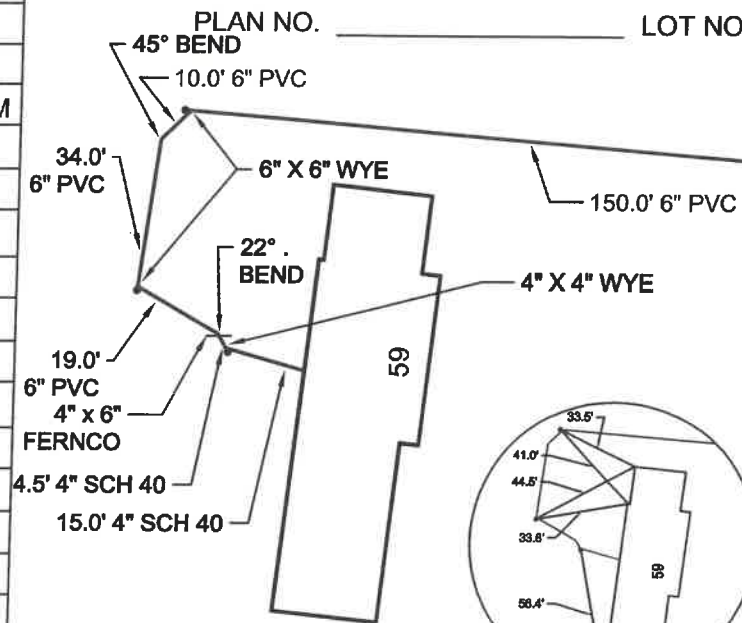


TOWN OF NEEDHAM PUBLIC WORK DEPARTMENT
HOUSE CONNECTION

APP. 10860 NO. 59 WINDING RIVER RD.

DATE 10-30-2019

LENGTH TO ST LINE	20.0'
ST LINE TO BLDG.	212.5'
TOTAL LENGTH	232.5'
DEPTH AT MAIN	6.0' ± CHIM
DEPTH AT ST LINE	4.5' ±
DEPTH AT BLDG	
KIND OF SOIL	SAND
MATERIALS	
19.5' 4" SCH 40,	
213.0' 6" PVC,	
1- 4" X 4" WYE	
1- 4" X 6" FERNCO	
1- 22° BEND	
2- 6" X 6" WYE	
1- 45° BEND	



SMH 3+6

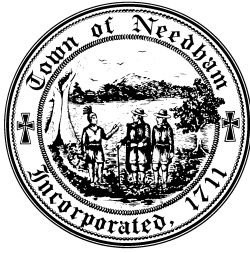
78.0' CHIM
WINDING RIVER RD.

SMH 5+59.1

1"=40'







NOTICE

To the Record

You are hereby notified that a public hearing will be held **at 6:00 p.m. on February 8, 2022**, upon petition of Eversource Energy dated **January 21, 2022** to install approximately 10 feet of conduit in Winding River. This work is necessary to provide underground electric service to 59 Winding River, 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
Kevin Keane

SELECT BOARD

You are invited to a Zoom webinar.

<https://us02web.zoom.us/j/88070840457?pwd=UzYzbjhWVFFyQlpQZEdsS2NYU2M2UT09>

Passcode: 097758

Webinar ID: 880 7084 0457

Dated: January 26, 2022

59 WINDING RIVER RD

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/224.0-0022-0000.0	SHULMAN, JASON &	LITVAK, EVA A.	86 WINDING RIVER RD	NEEDHAM	MA	02492-
199/224.0-0008-0000.0	COHEN, MARK &	COHEN, GAIL	869 CHARLES RIVER ST	NEEDHAM	MA	02492-
199/224.0-0013-0000.0	CONROY, ROBERT F, TR &	CONROY, SINDIA L., TR	75 WINDING RIVER RD	NEEDHAM	MA	02492-
199/224.0-0023-0000.0	PRESENT-VAN BROEKHOVEN, NANCY, TR	NANCY PRESENT-VAN BROEKHOVEN 2006	70 WINDING RIVER RD	NEEDHAM	MA	02492-
199/224.0-0010-0000.0	ROBERTS, JAMES T +	ROBERTS, CHARLENE M	901 CHARLES RIVER ST	NEEDHAM	MA	02492-
199/224.0-0011-0000.0	ROSE, MICHAEL D. &	ROSE, STEPHANIE R	33 WINDING RIVER RD	NEEDHAM	MA	02492-
199/224.0-0012-0000.0	FARICELLI, PAMELA C. TR.	59 WINDING RIVER ROAD REALTY TRUST	59 WINDING RIVER RD	NEEDHAM	MA	02492-
199/224.0-0009-0000.0	SMITH, DAVID L. &	SMITH, ELIZABETH M	883 CHARLES RIVER ST	NEEDHAM	MA	02492-
199/224.0-0024-0000.0	COLASACCO, PAMELA G. TR	THE WINDING RIVER REALTY TRUST	56 WINDING RIVER RD	NEEDHAM	MA	02492-
199/224.0-0025-0000.0	RUBIN, TRACY G., TRS		42 WINDING RIVER RD	NEEDHAM	MA	02492-



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

MEETING DATE: 2/8/2022

Agenda Item	Public Hearing: Eversource Grant of Location: 155 Country Way
Presenter(s)	Joanne Callender, Eversource Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Eversource Energy requests permission to install approximately 68 feet of conduit in Scott Road. This work is necessary to provide underground service to 155 Country Way, 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 68 feet of conduit in Scott Road.	
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: 1-24-22

REVIEWER: R.W.W.

SITE LOCATION: #155 COUNTRY WAY

UTILITY REQUESTING: EVERSOURCE

Conduit Work Area Description

A Sidewalk/Grass Strip Crossing Only

Peer Review _____

☒ B Work Within Paved Road Perpendicular Crossing

Peer Review tar 1/25/22

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 Yes

☒ Abutters List Complete

☒ Public Road

☒ Photos Included

☒ Double Pole N/A

Department Head _____

COMMENTS:

NO TRENCH VISIBLE, NO RISER ON POLE.

okay to proceed, tar 1/25/22



180 Calvary Street
Waltham, Ma 02453

January 21, 2022

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: Country Way
Needham, MA
W.O.# 6881442

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 68 feet of conduit in Scott Road.

The reason for this work is to provide electric service to 155 Country Way.

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/wls
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:

Scott Road - Northeasterly from pole 347/1, approximately 152 feet east of Country Way, install approximately 68 feet of conduit.

W.O.# 6881442

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 January 12, 2022** 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 _____ 2022 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**, Massachusetts, duly adopted on the _____ day of _____, 2022 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 January 12, 2022**, and filed herewith, under the following public way or ways of said Town:

Scott Road - Northeasterly from pole 347/1, approximately 152 feet east of Country Way, install approximately 68 feet of conduit.

W.O.# 6881442

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

By: *Richard M. Schifone*

Richard M. Schifone, Supervisor
Rights & Permits

Dated this ____ day of _____

Town of **NEEDHAM** Massachusetts

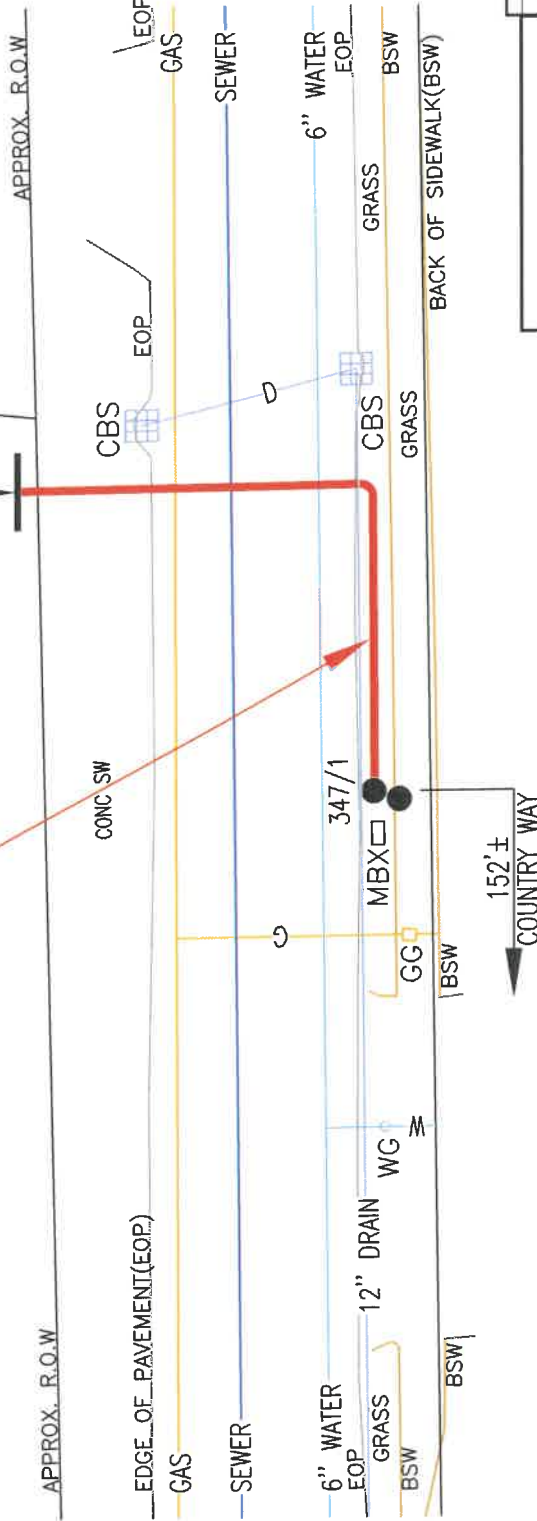
Received and filed _____ 2022

INSTALL 1 - 3" PVC PIPE
SCHEDULE 40, NO CONCRETE
SECTION 1 FIG. 1 68'±

APPROX. PT.
OF PICKUP

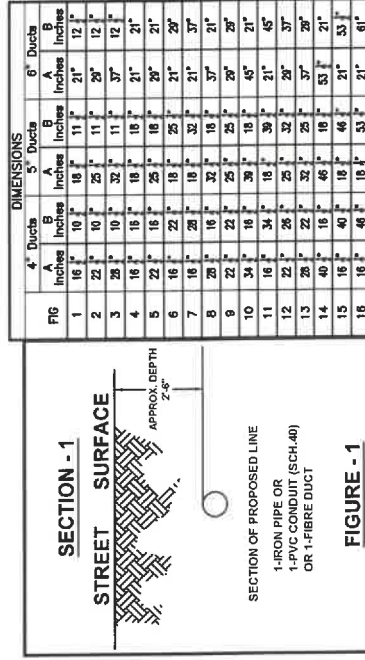
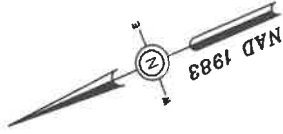
#155

#24



SCOTT RD

#141



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C# 13-22

Ward #

Work Order # 6881442

Surveyed by: GC/GR

Research by: JC

Plotted by: LM

Proposed Structures: LM

Approved: T THIBAUT

P#

NSTAR EVERSOURCE
ELECTRIC
d/b/a
1185 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of COUNTRY WAY

NEEDHAM

Showing PROPOSED CONDUIT LOCATION

Scale 1"=20'

SHEET 1 of 1

MASS. LAW

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



SCALE IN FEET

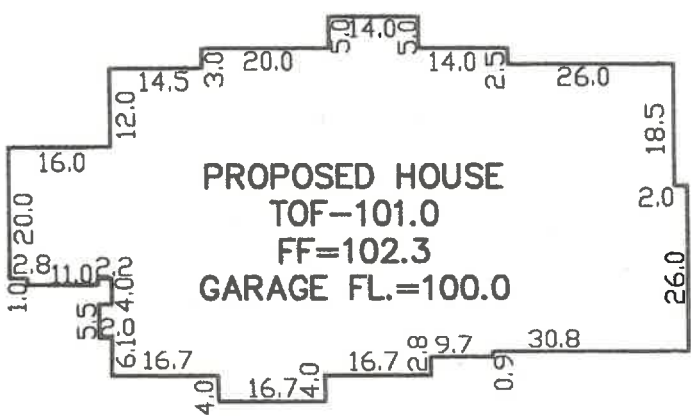
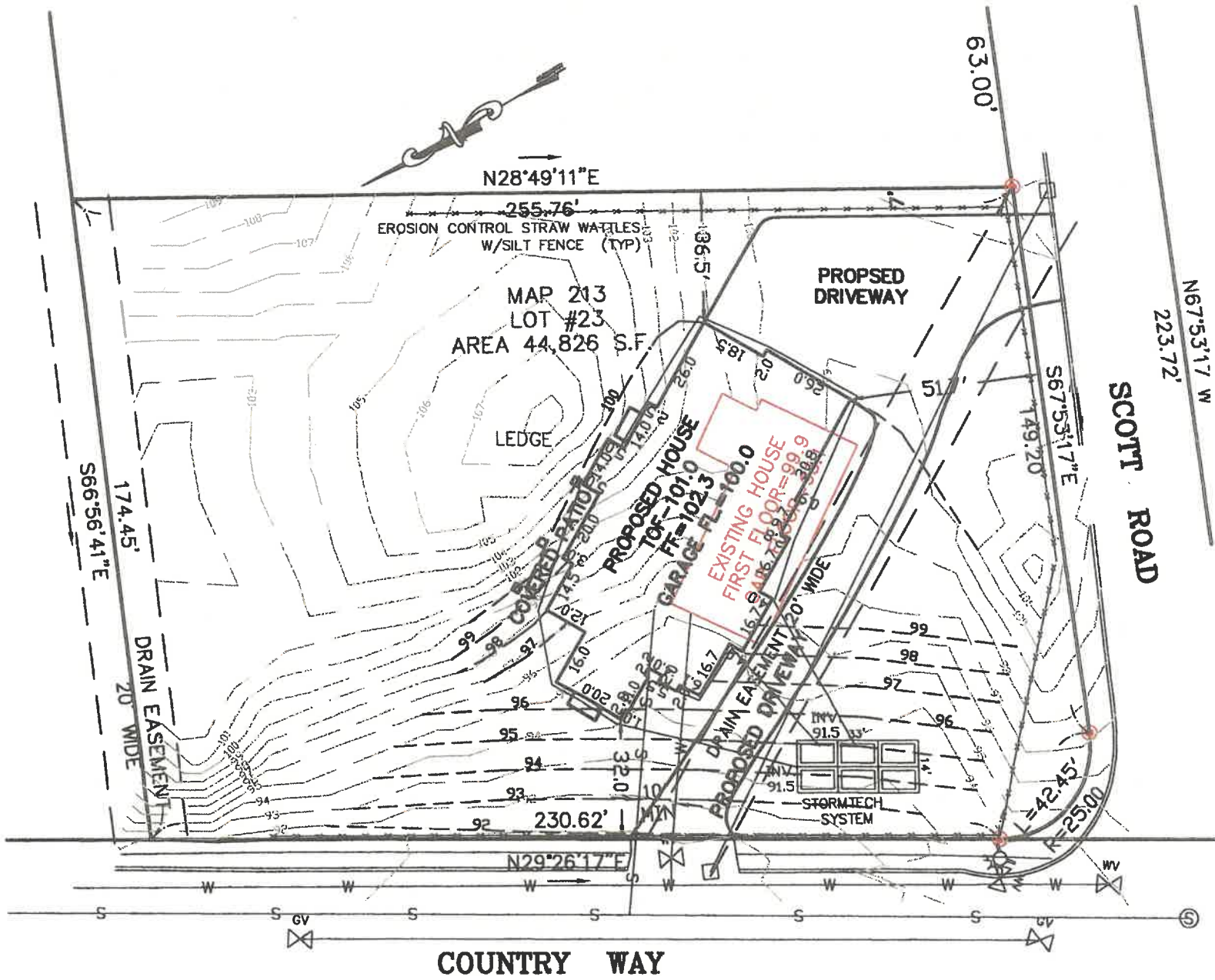
TOWN OF NEEDHAM, MASSACHUSETTS

Building Inspection Department

Assessor's Map & Parcel No. MAP 213 LOT 23

Building Permit No. _____ At No. 155 COUNTRY WAY
Lot Area 44,826 S.F. Zoning District SRA
Owner AARON & JAMIE MILLER Builder YEVGENIY VOLOSHIN

PROPOSED PLOT PLAN
40' Scale



SCALE: 1"=30'

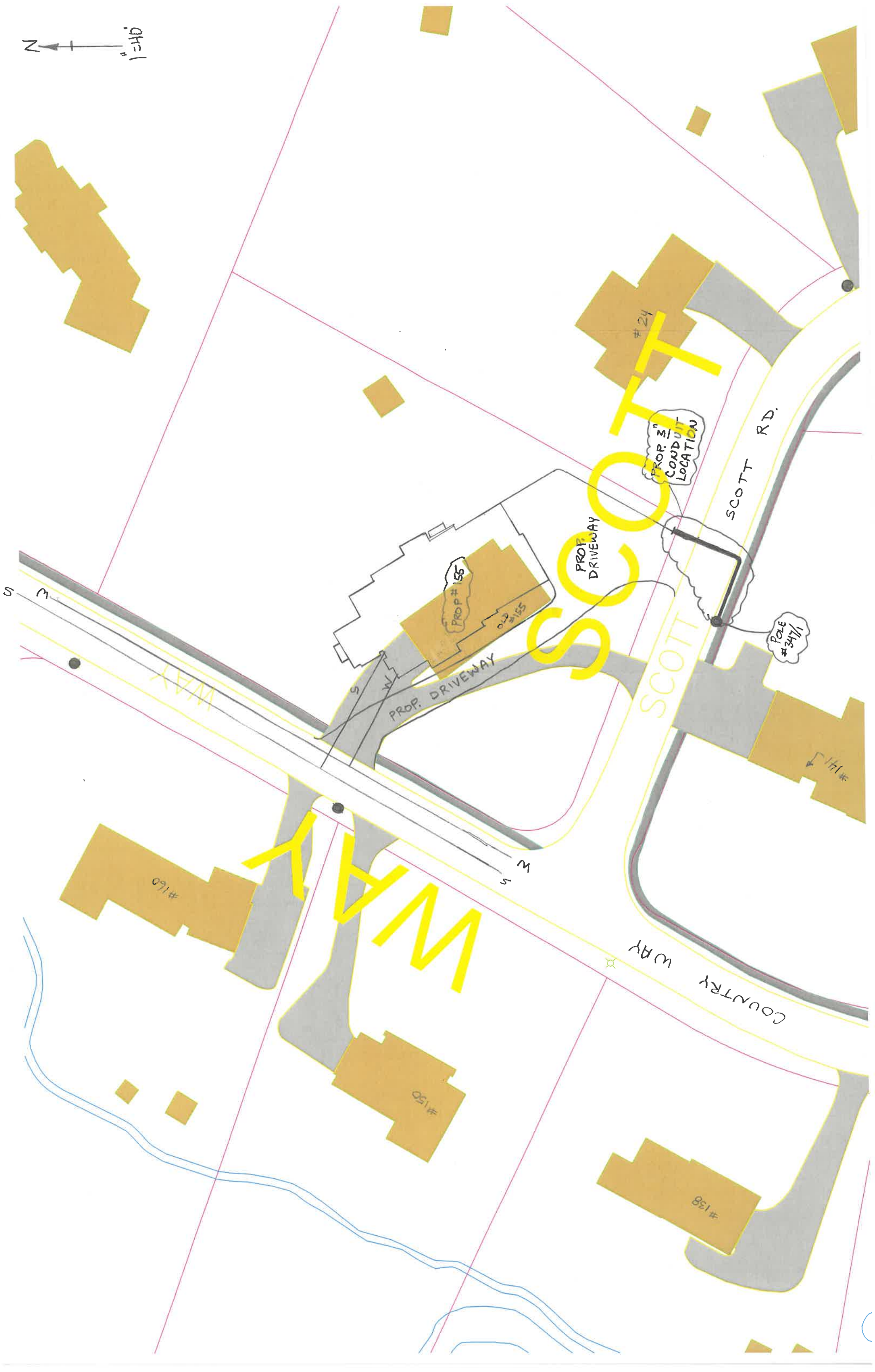
LOT COVERAGE=10.6%
OPEN SPACE=76.8%
HEIGHT OF EXISTING
DWELLING 34.8'
FROM AVERAGE GRADE
TO THE RIDGE OF ROOF



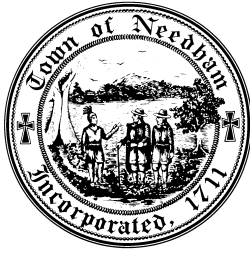
Note: Plot Plans shall be drawn in accordance with Sections 7.2.1 and 7.2.2 of the Zoning By-Laws for the town of Needham. All plot plans shall show existing structures and public utilities, including water mains, sewers, drains, gaslines, etc.; driveways, Flood Plain and Wetland Areas, lot dimensions, dimensions of proposed structures, sideline offsets and setback distances, (allowing for overhangs) and elevation of top of foundations and garage floor. For new construction, elevation of lot corners at streetline and existing and approved street grades shall be shown for grading along lot line bordering streetline. For pool permits, plot plans shall also show fence surrounding pool with a gate, proposed pool and any accessory structures*, offsets from all structures and property lines, existing elevations at nearest house corners and pool corners, nearest storm drain catch basin (if any) and, sewage disposal system location in unserved area.
(*Accessory structures may require a separate building permit— See Building Code)

I hereby certify that the information provided on this plan is accurately shown and correct as indicated.
The above is subscribed to and executed by me this 28 day of JULY 20 21.
Name A. MATTHEW BELSKI, JR. Registered Land Surveyor No. 37557
Address 35 MAPLE ST. City W. NEWBURY State MA Zip _____ Tel. No. (978) 363-8130
Approved _____ Director of Public Works Date _____
Approved _____ Building Inspector Date _____

1"=40'
N







NOTICE

To the Record

You are hereby notified that a public hearing will be held **at 6:00 p.m. on February 8, 2022**, upon petition of Eversource Energy dated **January 21, 2022** to install approximately 68 feet of conduit in Scott Road. This work is necessary to provide underground electric service to 155 Country Way, 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
Kevin Keane

SELECT BOARD

You are invited to a Zoom webinar.

<https://us02web.zoom.us/j/88070840457?pwd=UzYzbjhWVFFyQlpQZEdsS2NYU2M2UT09>

Passcode: 097758

Webinar ID: 880 7084 0457

Dated: January 26, 2022

155 COUNTRY WAY

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/212.0-0027-0000.0	MOSKOWITZ, MICHAEL W. &	MOSKOWITZ, BETH S	BOX 920757	NEEDHAM	MA	02492-
199/212.0-0028-0000.0	GIANNACOPOULOS, JOHN E &	GIANNACOPOULOS, GIANNA	180 COUNTRY WAY	NEEDHAM	MA	02492-
199/212.0-0056-0000.0	ABRAHAM, ANDREW M. TR. &	ABRAHAM, SUSAN B. TR	185 COUNTRY WAY	NEEDHAM	MA	02492-
199/213.0-0020-0000.0	KASRAIE, MOHAMMAD YOUSEF &	SHARIFI, SHEIDA	138 COUNTRY WAY	NEEDHAM	MA	02492-
199/213.0-0021-0000.0	MCSWEENEY, GREGORY M. & JOYCE M., TRS	MCSWEENEY NOMINEE TRUST	150 COUNTRY WAY	NEEDHAM	MA	02492-
199/213.0-0022-0000.0	DLUGASCH, RICKY J. &	DLUGASCH, CAROLE J	160 COUNTRY WAY	NEEDHAM	MA	02492-
199/213.0-0023-0000.0	ZAIS, GREGORY N. &	ZAIS, DIANA P	155 COUNTRY WAY	NEEDHAM	MA	02492-
199/213.0-0024-0000.0	WEINSTEIN, DENISA		24 SCOTT RD	NEEDHAM	MA	02492-
199/213.0-0031-0000.0	WALDMAN, WENDY L &	WALDMAN, DAVID L	141 COUNTRY WAY	NEEDHAM	MA	02492-



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

MEETING DATE: 2/8/2022

Agenda Item	Public Hearing: Eversource Grant of Location: 86 Plymouth Road
Presenter(s)	Joanne Callender, Eversource Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Eversource Energy requests permission to install approximately 16 feet of conduit in Plymouth Road. This work is necessary to provide underground service to 86 Plymouth Road, 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 16 feet of conduit in Plymouth Road pending hiring an Electrician and a new Electrical Permit.	
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: 1-24-22

REVIEWER: R.W.W.

SITE LOCATION: #86 PLYMOUTH RD.

UTILITY REQUESTING: EVERSOURCE

Conduit Work Area Description

☒ A Sidewalk/Grass Strip Crossing Only

Peer Review tar 1/25/22

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

☒ Utility Conflicts

☒ Visible Trench Patch across Road/Sidewalk

☒ Crossing Perpendicular to Road No

☒ Abutters List Complete

☒ Public Road

☒ Photos Included

☐ Double Pole N/A

Department Head _____

COMMENTS:

THE TRENCH ACROSS SIDEWALK IS VISIBLE, RISER IS ON POLE.

NO OVERHEAD CONNECTION AS OF YET. The applicants for the Building permit

and the Street permit have been notified on the GOL process. attached street permit and backup info



180 Calvary Street
Waltham, Ma 02453

January 21, 2022

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: Plymouth Road
Needham, MA
W.O.# 7346665

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 16 feet of conduit in Plymouth Road.

The reason for this work is to provide electric service to 86 Plymouth Road.

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/wls
Attachments

**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 January 15, 2022** and filed herewith, under the following public way or ways of said Town:

Plymouth Road - Northeasterly from pole 102/14, approximately 268 feet north of Harris Avenue, install approximately 16 feet of conduit.

W.O.# 7346665

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

By: Richard M. Schifone

Richard M. Schifone, Supervisor
Rights & Permits

Dated this ____ day of _____

Town of **NEEDHAM** Massachusetts

Received and filed _____ 2022

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:

Plymouth Road - Northeasterly from pole 102/14, approximately 268 feet north of Harris Avenue, install approximately 16 feet of conduit.

W.O.# 7346665

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 January 15, 2022** 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 _____ 2022 at _____ in said Town.

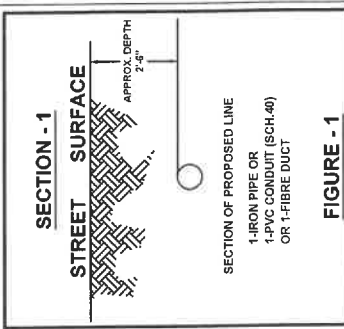
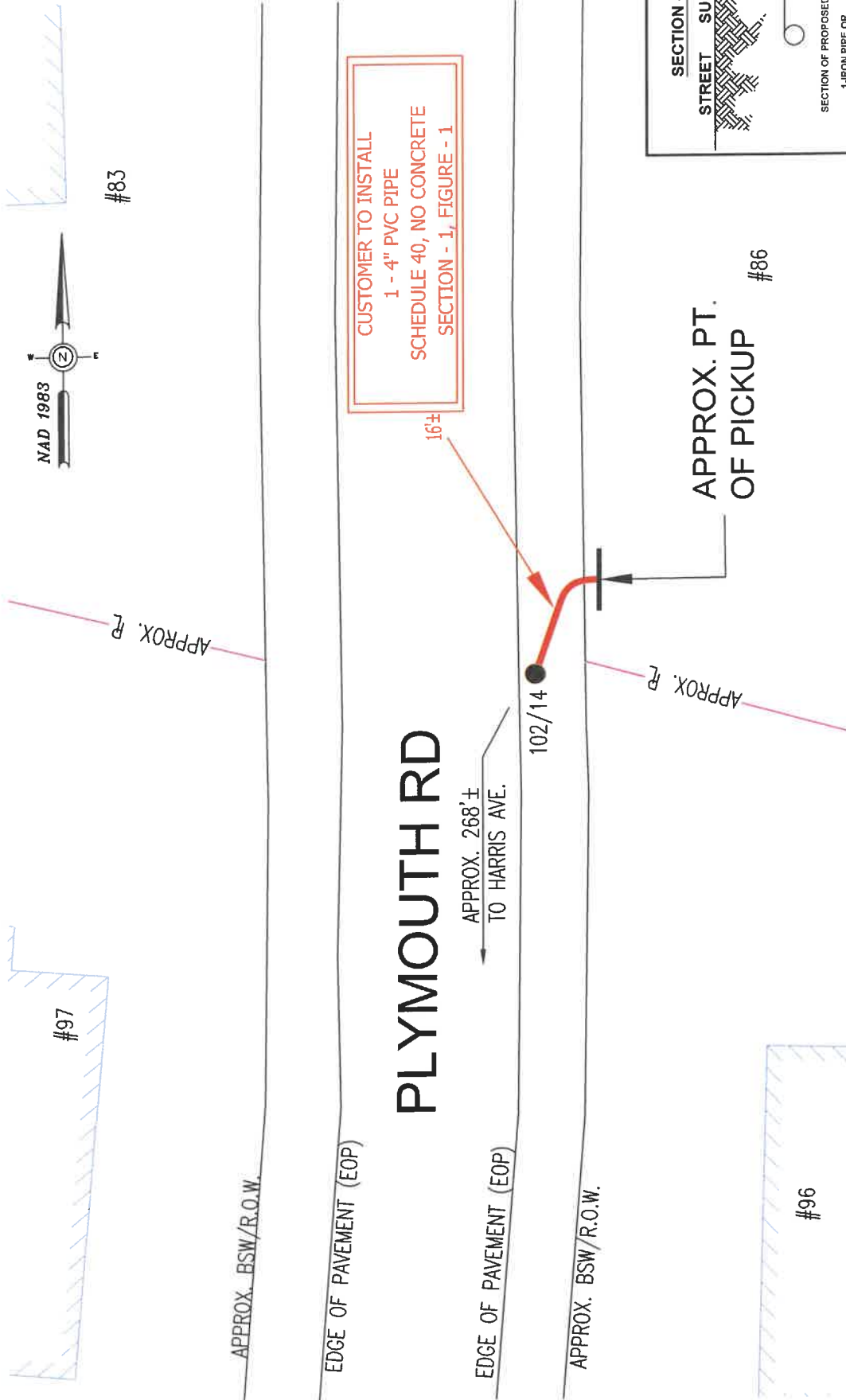
1	_____	
2	_____	
3	_____	
4	_____	
5	_____	

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**, Massachusetts, duly adopted on the _____ day of _____, 2022 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



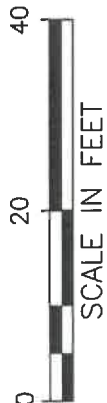
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MASS. LAW

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

C#	Ward #	Work Order # 7346665	Surveyed by: N/A	Research by: GR	Plotted by: GR	Proposed Structures: GR	Approved: T THIBAUT	P#
NSTAR EVERSOURCE ELECTRIC d/b/a 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125								
Plan of			PLYMOUTH RD					
Research by:			NEEDHAM					
Plotted by:			Showing PROPOSED CUSTOMER TO INSTALL					
Proposed Structures:			GR					
Approved:			T THIBAUT					
Scale			1"=20'					
Date			JANURAY 15, 2022					
SHEET			1 of 1					





1"=40'

Issued Apr 12, 2021 at 8:34 am

Applicant to Call Engineering Division to schedule final inspection

In Progress

Final Inspection

Inspection

Close permit

Review



Issue Street Permit

Issued

Street Permit



TOWN OF NEEDHAM

Public Works

Engineering Division

Permit #

ST-10353

STREET PERMIT

Issued: April 12, 2021

Expires: November 30, 2021

Type of Permit:

Property Location: 86 PLYMOUTH RD

Permit Granted to: Mark DeFilippo
Joseph DeFilippo & co inc
25 Penn Pl
Dedham, MA 02026

Description of permitted work:

CONNECT TO DRAIN LINE ON
EDGE OF ROAD.

Is the street under a moratorium? *

*If yes, please read and comply with the Needham Street Regulations for paving requirements.

Approval By:

Carys A. Lustig, Interim Director of Public Works

Department of Public Works, 500 Dedham Avenue, Needham, MA 02492, (781) 455-7550

ST-10353

This is an e-permit. To learn more, scan this barcode or visit needhamma.viewpointcloud.com/#/records/8818



Expires on: Nov 30, 2021

301112020, 2021 ✕

Active



ST-10353



Details

Submitted on Mar 28, 2021 at 5:50 pm



Attachments

4 files



Activity Feed

Latest activity on Feb 2, 2022



Applicant

Mark DeFilippo



0



Location

86 PLYMOUTH RD, Needham, MA 02492

Timeline

Add New ▾

Request updated surety

Completed Mar 31, 2021 at 7:26 am



Application Completeness Review

Completed Apr 1, 2021 at 12:52 pm



Utility Mark Out

Completed Apr 2, 2021 at 7:36 am

Initial Inspection

Completed Apr 7, 2021 at 1:58 pm

Engineering Review

Completed Apr 7, 2021 at 1:58 pm

PERMIT & FEE Review

Completed Apr 8, 2021 at 8:36 am

Street Permit Fee Due

Paid Apr 12, 2021 at 7:52 am

Print REVIEW

Completed Apr 12, 2021 at 8:34 am

Issued Apr 12, 2021 at 8:34 am

Applicant to Call Engineering Division to schedule final inspection

In Progress

Final Inspection

Inspection

Close permit

Review



Applicant Information

Do you have a Needham Contractor Registration Number? *

Yes

Contracted by Utility Company?

Contracted by Utility Company? *

No

Contractor Information (autofill)

Please search for the company name or the last name of the contractor that matches the name on the Needham Contractor Registration.

If your information is on file at Needham, most of the following items will be autofilled.

Contractor Name *

Mark DeFilippo

Company Name

Joseph DeFilippo & co inc

Mailing Address *

25 Penn Pl

City *

Dedham

State *

MA

Zip Code *

02026

Phone Number *

781-603-5523

Email Address *

jdci1954@verizon.net

Needham Contractor Registration #

CR-10082

Insurance Expiration Date

09/03/2021

Insurance Expired

☐

Surety Expiration Date

04/09/2022

Surety Expired

☐

Emergency Contact Information (24 Hour)

Emergency Contact Name *

Mark DeFilippo

Emergency Contact Cell Phone # *

781-603-5523

Project Information

Is this project a demolition? *

No

Street – Entire width between the boundaries of every town owned public way or easement.

Will you be digging in the street? Street – Entire width between the boundaries of every town owned public way or easement. * ?

Yes

Dig Safe # (required if excavating) *

2021103660

Brief Description of Work to be Done: *

Connect to drain line on edge of road.

Type of Work under this permit

Is this a trench opening requiring excavation? * ?

Yes

Length of Trench (If) in the Public Way * ?

10

Length of Trench (If) on Private Property * ?

5

Total Length of Trench (If) [public way & private property combined]

15

Installing a Driveway? *

No

Street – Entire width between the boundaries of every town owned public way or easement.

Installing a Sidewalk? *

No

Project Work Dates

Date you would like to start the work? (Work cannot be started without an approved permit.) *

04/05/2021

not permitted without DPW approval. Work cannot be started without an approved permit.

Bond & Insurance

Insurance Expiration Date *

09/03/2021

Bond Expiration Date *

04/09/2022

If your bond and/or insurance has expired since you applied for a Needham Contractor Registration, please update your Needham Contractor Registration.

Compliance: Needham Street Regulations

NO ROAD PLATES ISSUED between Nov. 15 - April 1.

NO WORK IS TO BEGIN PRIOR TO RECEIVING A SIGNED PERMIT. Before applying for a permit, you are required to read, understand and follow the following documents:

Needham Street Regulations (<https://www.needhamma.gov/DocumentCenter/View/15312/BOS-DPW-000-street-opening-permits-revised-4-27-17-FINAL?bidId=>)

By checking the box, I confirm I have read, understand and agree to conform to all requirements of State Laws and By-Laws of the Town and such requirements of the Director of Public Works, now or hereafter in force, relative to restoring the street to a satisfactory condition and to protecting the public by adequate lights and safeguards; and to indemnify and save harmless the Town of Needham from any and all loss, damage and expense sustained by reason of any act or omission by the licensee hereunder. *



Compliance: Needham Grant of Location Information & Procedure

A GRANT OF LOCATION hearing is required **PRIOR** to any excavation for underground electric, phone or cable in the public way (under sidewalks, streets or any land that does not belong to the property owner).

Please click on the text below to open and read the:

By checking the box, I confirm I have read, understand and agree to comply with the Town of Needham Grant of Location Requirements: *



Compliance: Jackie's Law

Massachusetts Jackie's Law (<https://www.mass.gov/files/documents/2017/10/06/520cmr14.pdf>)

By checking the box, I confirm I have read, understand and agree to comply with 520 CMR 14.00 (Jackie's Law): *



Signature

I hereby declare that the statements and information contained in this application and submitted in conjunction with said application are true and accurate to the best of my knowledge. The making of a false statement on this form shall constitute a criminal offense. By checking the box below, I acknowledge this represents my electronic signature which is equivalent to a handwritten signature and is binding for all purposes related to this transaction. *



Contractor's Digital Signature *



Mark DeFilippo
Mar 24, 2021

ENGINEERING OFFICE USE ONLY

Please complete each field in this section. Some items appear on the FINAL PERMIT.

Needham Contractor Registration #

10082

Public or Private Road?

Public

Select all that apply to STREET PERMIT TYPE (these will appear on the final PERMIT) - You must select the response from the drop down menu for each item.

OPEN?

OPEN

OCCUPY?

OCCUPY

OBSTRUCT?

OBSTRUCT

Description of Work - this appears on the final permit

Connect to drain line on edge of road.

Street under moratorium?

No

Reason Permit Rejected/Stopped:

Thomas Ryder

From: Thomas Ryder
Sent: Wednesday, February 2, 2022 1:06 PM
To: Rick Leland; Barbara Leland
Cc: Paul Ciesluk; Robert Wilson
Subject: 86 Plymouth Road-Grant of Location for Electrical service

Per our phone conversation with your office on January 25, 2022, the Town requires a "Grant of Location" MGL Chapter 166 for all underground electric and telecommunications installed within the town's Right of Way.

In our conversation, you now understand that the utility company (in this case Eversource) is the responsible party to apply for the grant and present the application to the Selectboard at a Public Hearing including proper meeting notification to the abutters. After approval is granted by the Selectboard, then the street permit can be modified to include the installation of the electrical or telecommunication conduits.

The work performed on the underground electric service conduit at 86 Plymouth Rd was done without the Grant of Location approval, please be aware of this process when performing any future work in Needham so that this does not happen again.

If you have any further questions on this process, please contact our office.

Sincerely,

Thomas A Ryder, PE
Acting Town Engineer

Needham Department of Public Works
500 Dedham Avenue
Needham, MA 02492
Telephone: 781-455-7538
Fax: 781-449-9023
E-mail: Tryder@needhamma.gov
Website: www.needhamma.gov

Thomas Ryder

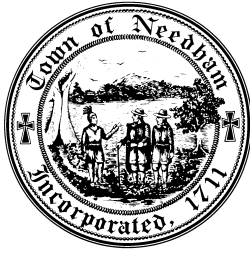
From: Paul Ciesluk
Sent: Wednesday, February 2, 2022 12:01 PM
To: jdc1954@verizon.net
Cc: Thomas Ryder
Subject: Mark DeFilippo 86 Plymouth Rd Needham, MA

Mark DeFilippo,

Per our phone conversation on January 26, 2022, the Town of Needham requires a "Grant of Location" for all underground electric services being installed within the town right of way. The issuance of a street permit and/or building permit does not mean that a grant of location has been approved by the town. The utility company, in this case Eversource Electric, is responsible to apply to the town for the Grant of location prior to construction. The application is submitted to the Selectboard through the public hearing process, the Selectboard reviews the application and approves or disapproves the request. Eversource Electric must be present at the Selectboard meeting to present the application. The work performed on the underground electric service at 86 Plymouth Rd was done without proper approvals, please be aware of this process when performing any future work in Needham so that this does not happen again.

Sincerely,

Paul Ciesluk
Needham Engineering Division
500 Dedham Ave
Needham, MA 02492



NOTICE

To the Record

You are hereby notified that a public hearing will be held **at 6:00 p.m. on February 8, 2022**, upon petition of Eversource Energy dated **January 21, 2022** to install approximately 16 feet of conduit in Plymouth Road. This work is necessary to provide underground electric service to 86 Plymouth Road, 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
Kevin Keane

SELECT BOARD

You are invited to a Zoom webinar.

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Passcode: 097758

Webinar ID: 880 7084 0457

Dated: January 26, 2022

86 PLYMOUTH RD

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/031.0-0031-0000.0	WHYTE, PAUL & WHYTE, CATHERINE, TRS	PAUL & CATHERINE WHYTE FAMILY TRU	83 WILSHIRE PK	NEEDHAM	MA	02494-
199/031.0-0005-0000.0	MCKERNAN, FRANK J., TR &	MCKERNAN, MARY B, TR	96 PLYMOUTH RD	NEEDHAM	MA	02492-
199/031.0-0007-0000.0	STORMBERG, DAVID L. &	NICHOLSON, LANI J	76 PLYMOUTH RD	NEEDHAM	MA	02492-
199/031.0-0032-0000.0	LANKIEWICZ, DONALD P. &	LANKIEWICZ, CAROL F	89 WILSHIRE PK	NEEDHAM	MA	02492-
199/033.0-0089-0000.0	WRIGHT, SETH &	WRIGHT, SHARON B	75 PLYMOUTH RD	NEEDHAM	MA	02492-
199/033.0-0090-0000.0	STRAUSS, GREGORY S. & KAREN M. TRS	STRAUSS FAMILY REALTY TRUST	83 PLYMOUTH RD	NEEDHAM	MA	02492-
199/031.0-0006-0000.0	BALACHANDRA, LAKSHMI &	STERN, PATRICK	86 PLYMOUTH RD	NEEDHAM	MA	02492-
199/031.0-0030-0000.0	MABRY, GEORGE R. &	MABRY, KIRSTEN	75 WILSHIRE PK	NEEDHAM	MA	02492-
199/033.0-0091-0000.0	WEIL, MICHAEL A. TR	PLYMOUTH 97 REALTY TRUST	97 PLYMOUTH RD	NEEDHAM	MA	02492-
199/031.0-0033-0000.0	TURNER, MICHAEL S.V. &	TURNER, LAUREN M	93 WILSHIRE PK	NEEDHAM	MA	02492-



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

MEETING DATE: 2/8/2022

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

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will recommend that the Board vote to close the warrant for the 2022 Annual Town Meeting.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> That the Board vote to close the warrant for the 2022 Annual Town Meeting subject to minor technical corrections to be made by the Town Manager, Town Counsel and Bond Counsel.	
3.	BACK UP INFORMATION ATTACHED
a. Draft 2022 Annual Town Meeting Warrant 2.4.2022	

TOWN OF NEEDHAM



ANNUAL TOWN MEETING WARRANT

Election: Tuesday, April 12, 2022

Business Meeting: Monday, May 2, 2022

7:30 p.m.

JAMES HUGH POWERS HALL, NEEDHAM TOWN HALL

1471 HIGHLAND AVENUE

DRAFT 2.4.2022

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

**WARRANT FOR THE ANNUAL TOWN MEETING
TUESDAY, APRIL 12, 2022
TOWN OF NEEDHAM
COMMONWEALTH OF MASSACHUSETTS**

Norfolk, ss.

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

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

Precinct A	-	Center at the Heights, 300 Hillside Avenue
Precinct B	-	Center at the Heights, 300 Hillside Avenue
Precinct C	-	Newman School Gymnasium, 1155 Central Avenue
Precinct D	-	Newman School Gymnasium, 1155 Central Avenue
Precinct E	-	Needham Golf Club, 49 Green Street
Precinct F	-	Rosemary Recreation Complex, 178 Rosemary Street
Precinct G	-	Rosemary Recreation Complex, 178 Rosemary Street
Precinct H	-	Needham Golf Club, 49 Green Street
Precinct I	-	Town Hall, Powers Hall, 1471 Highland Avenue
Precinct J	-	Town Hall, Powers Hall, 1471 Highland Avenue

on TUESDAY, TWELFTH DAY OF APRIL 2022

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

ARTICLE 1: ANNUAL TOWN ELECTION

To choose by ballot the following Town Officers:

and you are also required to notify the qualified Town Meeting Members of the Town of Needham to meet in the Needham Town Hall on Monday May 2, 2022, at 7:30 p.m. in the afternoon, then and there to act upon the following articles:

Warrant for the Annual Town Meeting

Monday, May 2, 2022, at 7:30 p.m. at Needham Town Hall

ARTICLE 2: COMMITTEE AND OFFICER REPORTS

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

HUMAN RESOURCE ARTICLES

ARTICLE 3: ESTABLISH ELECTED OFFICIALS' SALARIES

To see if the Town will vote to fix the compensation of the following elected officers of the Town as of July 1, 2022, as required by Massachusetts General Laws, Chapter 41, Section 108:

Town Clerk	\$XX
Town Clerk with 6 years of service in that position	\$XX ⁽¹⁾
Select Board, Chair	\$1,800
Select Board, Others	\$1,500

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

INSERTED BY: Personnel Board
FINANCE COMMITTEE RECOMMENDS THAT:
PERSONNEL BOARD RECOMMENDS THAT:

ARTICLE X: FUND COLLECTIVE BARGAINING AGREEMENT – NEEDHAM BUILDING CUSOTODIAN AND TRADES INDEPENDENT ASSOCIATION

To see if the Town will vote to fund the cost of items contained in a collective bargaining agreement between the Town and the Needham Building Custodian and Trades Independent Employee Association by authorizing the Town Manager to transfer a sum necessary to fund the cost items contained in the agreement from the Classification, Performance and Settlements line to the appropriate lines in the Operating Budget for fiscal year 2023; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:
PERSONNEL BOARD RECOMMENDS THAT:

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

ARTICLE X: FUND COLLECTIVE BARGAINING AGREEMENT – NEEDHAM INDEPENDENT PUBLIC EMPLOYEES ASSOCIATION

To see if the Town will vote to fund the cost of items contained in a collective bargaining agreement between the Town and the Needham Independent Public Employees Association by authorizing the Town Manager to transfer a sum necessary to fund the cost items contained in the agreement from the Classification, Performance and Settlements line to the appropriate lines in the Operating Budget for fiscal year 2023; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

PERSONNEL BOARD RECOMMENDS THAT:

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

ARTICLE X: FUND COLLECTIVE BARGAINING AGREEMENT – NEEDHAM FIRE UNION

To see if the Town will vote to fund the cost of items contained in a collective bargaining agreement between the Town and the Needham Fire Union by authorizing the Town Manager to transfer a sum necessary to fund the cost items contained in the agreement from the Classification, Performance and Settlements line to the appropriate lines in the Operating Budget for fiscal year 2021; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

PERSONNEL BOARD RECOMMENDS THAT:

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

ARTICLE X: FUND COLLECTIVE BARGAINING AGREEMENT – NEEDHAM POLICE UNION

To see if the Town will vote to fund the cost of items contained in a collective bargaining agreement between the Town and the Needham Police Union by authorizing the Town Manager to transfer a sum necessary to fund the cost items contained in the agreement from the Classification, Performance and Settlements line to the appropriate lines in the Operating Budget for fiscal year 2022; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

PERSONNEL BOARD RECOMMENDS THAT:

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

**ARTICLE X: FUND COLLECTIVE BARGAINING AGREEMENT – NEEDHAM POLICE
SUPERIOR OFFICERS ASSOCIATION**

To see if the Town will vote to fund the cost of items contained in a collective bargaining agreement between the Town and the Needham Police Superior Officers Association by authorizing the Town Manager to transfer a sum necessary to fund the cost items contained in the agreement from the Classification, Performance and Settlements line to the appropriate lines in the Operating Budget for fiscal year 2022; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:
PERSONNEL BOARD RECOMMENDS THAT:

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

FINANCE ARTICLES

**ARTICLE X: APPROPRIATE FOR NEEDHAM PROPERTY TAX ASSISTANCE
PROGRAM**

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$50,000 for the purpose of funding the Needham Property Tax Assistance Program, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Overlay Surplus; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The Property Tax Assistance Program provides assistance to elderly and disabled taxpayers in need. This appropriation complements donations by private parties to the “Voluntary Tax Relief Program” authorized by statute. The goal of the Select Board is to set a target annual appropriation for the Property Tax Assistance Program equal to the amount of private contributions to the voluntary program during the preceding fiscal year. The voluntary fund received \$X in fiscal year 2021.

ARTICLE X: APPROPRIATE FOR PUBLIC FACILITIES MAINTENANCE PROGRAM

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$1,000,000 for the purpose of funding the Public Facilities Maintenance Program, said sum to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: This recurring warrant article funds the annual maintenance of public buildings throughout the Town and School Department, including, but not limited to, asbestos abatement, duct cleaning, painting, and other repairs and upgrades.

ARTICLE X: APPROPRIATE FOR SMALL REPAIR GRANT PROGRAM

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

INSERTED BY: Affordable Housing Trust
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The Small Repair Grant Program provides financial assistance to low- and moderate-income Needham residents to make repairs and alterations to their homes for health and safety reasons. Up to \$5,000 in grant funding is available per participant, and applications will be evaluated and prioritized based on the extent of the health and safety problems and the financial need of the applicants. Eligible applicants must be 60 years or older, or have a disability, with incomes at or below 80% of area median income. Eligible work items include minor plumbing or electrical work, light carpentry, doorbell switches, window or door repairs or replacements, railing repairs, broken or clogged gutters or downspouts, step or porch improvements, work on locks, smoke/CO2 detectors, weather stripping, bathroom grab bars, raised toilets, and hand-held shower heads, among others.

ARTICLE X: APPROPRIATE FOR RTS SERVICE DELIVERY STUDY

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$50,000 for the purpose of funding a solid waste disposal and recycling service delivery study, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE FOR DIVERSITY, EQUITY, AND INCLUSION PROGRAM

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

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE FOR PARKING STUDY

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$135,000 for the purpose of funding a parking study in Needham Square and Needham Heights, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be raised from the tax levy; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

**ARTICLE X: APPROPRIATE FOR NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM (NPDES) PERMIT COMPLIANCE**

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$195,000 for the purpose of funding expenses related to National Pollution Discharge Elimination System (NPDES) permit compliance, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be raised from the Tax Levy; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: This funding will allow the Town to comply with the National Pollutant Discharge Elimination System (NPDES) permit. Needham is subject to a Total Maximum Daily Load (TMDL) requirement for phosphorus and pathogens. All stormwater discharges from urbanized areas must reduce the amount of phosphorus discharging to waterbodies and the tributaries thereto by 45% and pathogens must be eliminated and/or reduced to the maximum extent practicable through the use of enhanced structural and non-structural Best Management Practices (BMPs). This funding will be sought on an annual basis to inspect and evaluate all BMPs Town-wide, clean and inspect brooks and culverts, rehabilitate and/or replace catch basin and drainpipes, and respond to findings from CCTV inspections.

**ARTICLE X: APPROPRIATE FOR NEEDHAM COUNCIL FOR ARTS AND CULTURE
GRANTS AND PROGRAMS**

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$25,000 for the purpose of funding grants and programs for the Needham Council for Arts and Culture, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE FOR PAYMENT OF UNPAID BILLS OF PRIOR YEARS

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$X for the payment of unpaid bills of previous years, incurred by the departments, boards and officers of the Town of Needham, said sum to be spent under the direction of the Town Manager, and that \$X be transferred from Free Cash; or take any other action relative thereto.

Department	Vendor	Description of Goods/Service	Fiscal Year	\$ Amount
Building Department	Commonwealth of Massachusetts	Weights & Measures	2021	\$12,000
Total				

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: State law requires Town Meeting action for the Town to make payment for bills received after the close of the fiscal year or bills in excess of appropriation. The above bills were presented for payment after the close of FY2021.

ARTICLE X: APPROPRIATE THE FY2023 OPERATING BUDGET

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

INSERTED BY: Finance Committee

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted as shown on pages X-X.

ARTICLE: X: APPROPRIATE THE FY2023 SEWER ENTERPRISE FUND BUDGET

To see if the Town will vote to raise and/or transfer and appropriate the following sums of money to operate the Sewer Division of the Department of Public Works during fiscal year 2023, under the provisions of M.G.L. Chapter 44, Section 53F ½:

and to meet this appropriation that \$X be raised from Sewer Enterprise Fund receipts, and that \$X be transferred from Sewer Enterprise Fund Retained Earnings, and that \$587,928 be raised from the Tax Levy and transferred to the Sewer Enterprise Fund; or take any other action relative thereto.

INSERTED BY: Select Board & Finance Committee

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE THE FY2023 WATER ENTERPRISE FUND BUDGET

To see if the Town will vote to raise and/or transfer and appropriate the following sums of money to operate the Water Division of the Department of Public Works during fiscal year 2023, under the provisions of M.G.L. Chapter 44, Section 53F ½:

and to meet this appropriation that \$X be raised from Water Enterprise Fund receipts and that \$X be transferred from Water Enterprise Fund Retained Earnings; or take any other action relative thereto.

INSERTED BY: Select Board & Finance Committee

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: AUTHORIZATION TO EXPEND STATE FUNDS FOR PUBLIC WAYS

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

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The Town receives funding from the Commonwealth of Massachusetts for road construction projects. Approval of Town Meeting is required for the Town to receive and expend the funds. The Massachusetts Department of Transportation (MassDOT) will distribute Chapter 90 funding only after it has been authorized by the Legislature and the Governor. The preliminary Chapter 90 allocation to be spent in FY2023 is \$X. Unless circumstances require otherwise, this Chapter 90 allocation will be directed to the design and construction of the next phase of the downtown infrastructure improvement project including design and construction of Quiet Zone compliant infrastructure at railroad grade crossings.

ARTICLE X: SET THE ANNUAL DEPARTMENT REVOLVING FUND SPENDING LIMITS

To see if the Town will vote to fix the maximum amount that may be spent during fiscal year 2023 beginning on July 1, 2022, for the revolving funds established in the Town's General By-Laws for certain departments, boards, committees, agencies, or officers in accordance with Massachusetts General Laws Chapter 44, Section 53E½; or take any other action relative thereto.

Revolving Fund	Department, Board, Committee, Agency or Officer	FY2023 Spending Limit
Home Composting	Department of Public Works	\$3,000
Immunization Program	Health and Human Services Department	\$25,000
Memorial Park Activities	Memorial Park Trustees	\$4,100
Needham Transportation	Health and Human Services Department	\$60,000
Public Facility Use	Department of Public Works	\$250,000
School Transportation	School Committee	\$819,000
Traveling Meals	Health and Human Services Department	\$75,000
Tree Replacement	Department of Public Works	\$25,000
Water Conservation	Department of Public Works	\$10,000
Youth Services Programs	Health and Human Services Department	\$25,000
Aging Services Programs	Health and Human Services Department	\$90,000

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

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

ZONING AND LAND USE ARTICLES

ARTICLE X: AMEND ZONING BY-LAW

To see if the Town will vote to amend the Zoning By-Law

INSERTED BY: Community Preservation Committee & Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

COMMUNITY PRESERVATION ACT ARTICLES

ARTICLE X: APPROPRIATE FOR EMERY GROVER RENOVATION DESIGN

To see if the Town will vote to raise, and/or transfer and appropriate a sum for the renovation of and addition to the Emery Grover Building and associated grounds, including the temporary use of the Hillside School as swing space, as well as costs incidental or related thereto, to be spent under the direction of the Permanent Public Building Committee and Town Manager, and to meet this appropriation that a sum be transferred from Free Cash, a sum b transferred from CPA Free Cash and that the Treasurer, with the approval of the Select Board, is authorized to borrow a sum under M.G.L., Chapter 44, Section 7; and that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee & Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE FOR HILLSIDE SCHOOL HEATING REPAIRS AND UPGRADES

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$275,000 for the purpose of upgrading the heating system at the Hillside School, to be spent under the direction of the Town Manager and Permanent Public Building Committee, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY:
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE TO COMMUNITY PRESERVATION FUND

To see if the Town will vote to hear and act on the report of the Community Preservation Committee; and to see if the Town will vote to appropriate a sum pursuant to Massachusetts General Law Chapter 44B from the estimated FY2023 Community Preservation Fund revenues, or to set aside certain amounts for future appropriation, to be spent under the direction of the Town Manager, as follows:

Appropriations:

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

Reserves:

B. Community Preservation Fund Annual Reserve \$1,790,000
C. Community Housing Reserve \$404,700
D. Historic Resources Reserve \$28,050
E. Open Space Reserve \$404,700

or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE TO COMMUNITY PRESERVATION FUND SUPPLEMENT

To see if the Town will vote to appropriate an additional sum pursuant to Massachusetts General Law Chapter 44B to set aside \$X for future appropriation to the Community Housing Reserve and \$X to the Open Space Reserve, and that to meet this appropriation that \$X be transferred from CPA Free Cash; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: *During FY2021, the Town received additional State matching funds, and as a result the appropriations to the reserve categories were insufficient to satisfy the 10% requirement. This article ensures that the Community Housing Reserve and Open Space Reserve are funded at the legally required amount.*

ARTICLE X: APPROPRIATE FOR NHA ASSISTANT EXECUTIVE DIRECTOR

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$97,500 for the purpose of funding an Assistant Executive Director for the Needham Housing Authority, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from CPA Free Cash; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE FOR NHA PRE-DEVELOPMENT LINDEN CHAMBERS

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$1,200,000 for the purpose of funding pre-development costs for the Linden Chambers housing project, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from CPA Free Cash; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE FOR NHA PROPERTY SURVEY

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$62,500 for the purpose of funding a property survey for the Needham Housing Authority, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from CPA Free Cash; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE FOR NHA PURCHASE OF PEOPERTY ON EAST MILITIA HEIGHTS

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$1,500,000 for the purpose of funding the acquisition of property on East Militia Heights Road, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from CPA Free Cash; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE FOR COMMUNITY FARM GROWING BEDS

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$200,000 for the purpose of funding the construction of growing beds at the Needham Community Farm, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from CPA Free Cash; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE FOR HIGH SCHOOL TENNIS COURTS DESIGN

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$50,000 for design and engineering costs associated with the reconstruction of the High School Tennis Courts, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from CPA Free Cash; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE FOR WALKER POND IMPROVEMENTS

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$356,000 for Walker Pond improvements, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from CPA Free Cash; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE FOR BOAT LAUNCH

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$285,000 for construction of a boat launch on South Street, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from CPA Free Cash; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

CAPITAL ARTICLES

ARTICLE X: APPROPRIATE FOR GENERAL FUND CASH CAPITAL

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

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE FOR POLLARD SCHOOL LOCKER ROOM RETROFIT

To see if the Town will vote to raise and/or transfer and appropriate the sum of 1,068,500 for Pollard School Locker Room retrofit, to be spent under the direction of the Town Manager and Permanent Public Building Committee, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE FOR PUBLIC WORKS INFRASTRUCTURE

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$3,951,000 for the Public Works Infrastructure Program, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

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

ARTICLE X: LIBRARY SPACE UTILIZATION STUDY

To see if the Town will vote to raise and/or transfer and appropriate, or borrow the sum of \$60,000 for a Library Space Utilization Study, to be spent under the direction of the Permanent Public Building Committee and Town Manager, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: DPW COMPLEX FEASIBILITY STUDY

To see if the Town will vote to raise and/or transfer and appropriate, or borrow the sum of \$60,000 for a feasibility study of the reconstruction of the Department of Public Works Building, to be spent under the direction of the Permanent Public Building Committee and Town Manager, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE FOR SEWER ENTERPRISE FUND CASH CAPITAL

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$1,401,255 for Sewer Enterprise Fund Cash Capital, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be raised from Sewer Enterprise Fund receipts; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: RESCIND DEBT AUTHORIZATIONS

To see if the Town will vote to rescind a portion of certain authorizations to borrow, which were approved at prior town meetings, where the purposes of the borrowing have been completed, and/or it was unnecessary to borrow the full authorization:

Project	Town Meeting	Article	Authorized	Rescind
Total				

or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: When a project is financed by borrowing, the project has been completed, and the bills have been paid, the balance of the authorization that was not borrowed and not reserved for other project obligations may be rescinded. A Town Meeting vote to rescind prevents the Town from borrowing the amount rescinded and frees up borrowing capacity. In some cases, the full appropriation for a project is not required, due to changes in scope, cost-saving measures, and/or favorable bids.

TOWN RESERVE ARTICLES

ARTICLE X: APPROPRIATE FOR COMPENSATED ABSENCES FUND

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$250,000 for the purpose of funding the Compensated Absences Fund, to be spent under the direction of the Town Manager and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The purpose of this article is to fund the Town's employee sick and vacation leave liability. Upon retirement, certain employees are compensated for a portion of their unused sick leave. All employees are entitled to payment of unused vacation leave upon termination of Town service. The Town has been taking steps to reduce or eliminate sick leave buy-back programs for all classes of employees, although an unfunded liability remains.

ARTICLE 42: APPROPRIATE TO ATHLETIC FACILITY IMPROVEMENT FUND

To see if the Town will vote to raise, and/or transfer and appropriate the sum of \$30,815 to the Athletic Facility Improvement Fund, as provided under the provisions of Massachusetts General Law Chapter 40, Section 5B, as further amended by Section 22 of Chapter 218 of the Acts of 2016, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: Massachusetts General Law Chapter 40, Section 5B, allows the Town to create one or more stabilization funds for different purposes. A stabilization fund is a special reserve fund into which monies may be appropriated and reserved for later appropriation for any lawful municipal purpose. Monies accumulated in a stabilization fund carry forward from one fiscal year to another. Interest earned from the investment of monies in the stabilization fund remains with that fund. Town Meeting by majority vote may appropriate into the fund and by a two-thirds vote appropriate from the fund. The 2012 Annual Town Meeting approved the creation of the Athletic Facility Improvement Fund to set aside capital funds for renovation and reconstruction of the Town's athletic facilities and associated structures, particularly at Memorial Park and DeFazio Park. The balance in the fund as of March 15, 2021 was \$270,101.

ARTICLE 43: APPROPRIATE TO WORKERS COMPENSATION FUND

To see if the Town will vote to raise, and/or transfer and appropriate the sum of \$130,000 to the Workers Compensation Fund, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The purpose of this request is to replenish the Workers' Compensation Fund which is the Town's reserve fund for paying workers' compensation claims of a prior year and for lump sum settlements up to the limit of the Town's reinsurance limit (for both School and General Government employees.) Typically, the source of funds for this account is any remaining balance in the workers compensation line item contained in the employee benefits and assessments budget. Due to increases in salaries and expenses over the past decade, and the resolution of several long-standing cases, the fund balance has been declining. The balance in the Reserve as of December 31, 2021, was \$X.

ARTICLE 43: APPROPRIATE TO PUBLIC SAFETY INJURY ON DUTY FUND

To see if the Town will vote to raise, and/or transfer and appropriate the sum of \$300,000 to the Public Safety Injury on Duty Fund, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The 2016 Municipal Modernization Act added a paragraph to M.G.L. c. 41 Section 111F to allow cities and towns to establish and appropriate amounts to a special injury leave indemnity fund for payment of injury leave compensation or medical bills incurred for public safety personnel. The monies in the special fund may be expended, with the approval of the chief executive officer and without further appropriation, for such expenses. Any balance in the fund shall carry over from year to year, unless specific amounts are released to the general fund by the chief executive officer upon a finding that the amounts released are not immediately necessary for the purpose of the fund, and not required for expenses in the foreseeable future.

GENERAL ARTICLES & CITIZENS PETITIONS

ARTICLE X: AMEND GENERAL BY-LAW SNOW & ICE ON SIDEWALKS

To see if the Town will vote to amend the General By-laws by deleting Section 3.1.8 (Snow and Ice on Sidewalks) in its entirety, and inserting in its place the following:

3.1.8 Snow and Ice on Sidewalks.

3.1.8.1 Any person who places any snow or ice on a sidewalk or a street, shall forfeit not more than fifty dollars (\$50.00) for each offense.

3.1.8.2 Any owner, tenant, occupant, proprietor, manager, agent, board, trust, or other entity having charge of property used wholly or in part for (a) a commercial purpose (including without limitation as a store, restaurant, bank, gym, theater, childcare facility or office); (b) a hospital or medical establishment; (c) a place of worship; (d) multi-family housing containing three (3) or more dwelling units on a lot; or (e) any other use open to the public, or to a particular membership or clientele, that allows snow or ice to remain on a sidewalk abutting, on, or within its property for more than five hours between sunrise and sunset, shall forfeit not more than fifty dollars (\$50.00) for each offense. If, by reason of weather conditions the snow and ice is evenly spread over a sidewalk and frozen and therefore difficult to remove, it may remain until it can more easily be removed; provided that while the snow and ice remain, entity in charge shall keep the sidewalk in safe condition by sanding or otherwise.

or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: AMEND GENERAL BY-LAWS – HOUSEHOLD REFUSE

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

1. Inserting in Section 3.1 (General) of Article 3 (Police Powers, Authority and Regulations) a new Section 3.1.12, to read as follows:

3.1.12 Household Refuse. No person shall deposit any household refuse or garbage in any receptacle maintained by the Town of Needham on public property.

2. Renumbering the existing sections within Section 3.1 in appropriate numerical order to account for the insertion of new Section 3.1.12.

3. Inserting in Section 8.2.2.4 (Police Regulations) a new section L., to read as follows:

L. Household Refuse (Section 3.1.12)

Enforcement Agent: Director of Public Works or Designee

Fine Schedule:

Warning - First Offense

\$100 Second Offense

\$200 Third Offense

\$300 Fourth and Subsequent offenses

4. Re-lettering the existing Sections within Section 8.2.2.4 in appropriate alphabetical order to account for the insertion of new section L.

or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: HOLD STREET ACCEPTANCE – HUTTER RIDGE ROAD

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

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

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

ARTICLE X: HOLD AMEND GENERAL BY-LAW – COMMITTEE APPOINTMENTS

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: HOLD HOME RULE PETITION – AMEND TOWN CHARTER COMMITTEE COMPOSITION/APPOINTMENTS

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: INCREASE CONTRIBUTORY RETIREMENT COLA ALLOWANCE

To see if the Town will vote to increase the maximum base upon which the retiree cost of living (COLA) is calculated from \$14,000 per year to \$16,000 per year in accordance with Chapter 32, Section 103(j) and Section 19 of Chapter 188 of the Acts of 2010; or take any other action relative thereto.

INSERTED BY: Retirement Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The purpose of this article is to increase the base amount upon which the retiree Cost-of-Living Adjustment is paid. MGL, Chapter 32, Section 103(j) and Section 19 of Chapter 188 of the Acts of 2010 allows a Contributory Retirement Board, with the approval of Town Meeting, to increase the base amount upon which the Cost-of-Living adjustment paid to retirees is calculated. An increase of the base from \$12,000 to \$14,000 was approved at the 2015 Annual Town Meeting. This action increased the maximum COLA a retiree can receive from \$360 per year to \$420 per year even if his/her pension exceeds \$14,000. Approval of this article will increase the base amount from \$14,000 to \$16,000. The decision to grant a COLA and at what amount is made annually by vote of the Needham Contributory Retirement Board.

ARTICLE 50: OMNIBUS

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

INSERTED BY: Select Board

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

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

Given under our hands at Needham aforesaid this 8th day of February 2022.

Matthew D. Borrelli, Chair
Marianne B. Cooley, Vice Chair
Marcus A. Nelson, Clerk
Daniel P. Matthews, Member
Kevin J. Keane, Member

Select Board of Needham

A true copy,
ATTEST _____ 2022
Constable (month) (day)

DRAFT 2.4.2022



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

MEETING DATE: 2/8/2022

Agenda Item	Initial American Rescue Plan Act Funding Reallocation Proposal
Presenter(s)	Kate Fitzpatrick, Town Manager

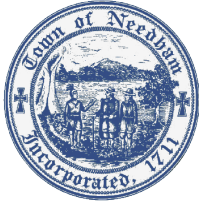
1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will recommend that the Board expand the proposal to purchase at-home COVID-19 testing kits for all staff and public-school students to allocate up to 500 test kits for residents of limited means and those in high-risk groups.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> That the Board vote to approve a reallocation of American Rescue Plan Funding to provide for the acquisition of at-home COVID-19 testing kits for staff and students and to approve the allocation of up to 500 test kits for residents of limited means and those in high-risk groups	
3.	BACK UP INFORMATION ATTACHED
a. Initial American Rescue Plan Act Funding Reallocation Proposal 2/8/2022	

Initial American Rescue Plan Act Funding Proposal 1/11/2022
All items subject to on-going review by Town Counsel for eligibility

Estimated Available ARPA Funding	
Commonwealth:	\$3,285,327
County:	\$6,096,751
Less County Share:	(\$182,902)
Net County:	\$5,913,848
Total:	\$9,199,175

<u>Category</u>	<u>Description</u>	<u>Cost</u>	<u>Timeframe</u>
COVID-19 Direct Impact	Contact Tracers (one year)	60,000	Year 1 In-Process
	Epidemiologist (two years)	140,000	Year 1 In-Process
	Public Health Nurse (two years)	160,000	Year 1 In-Process
	Mental & Behavioral Health Staffing (two Years)	190,000	FY2022 & FY2023
	Mental & Behavioral Health Services (two Years)	190,000	FY2022 & FY2023
	COVID-19 Test Kits for School & Town Staff and residents of limited means and those in high risk groups	230,000	FY2022
	Other	100,000	FY2022 & FY2023
	Subtotal	1,070,000	
Technology Improvements	Support for Hybrid Meetings, Communications and Remote Work	175,000	FY2022
	Staffing Support for Technology Improvements	100,000	FY2022
	Subtotal	275,000	
Economic Development	Grant Program	300,000	FY2022 & FY2023
	Pop-up Program Expansion	115,000	FY2022 & FY2023
	Public Art	20,000	FY2022 & FY2023
	Music/Art Festivals	10,000	FY2022 & FY2023
	Business Center Marketing Support	20,000	FY2022 & FY2023
	Other	35,000	FY2022 & FY2023
	Subtotal	500,000	
Water/Sewer/Drains Infrastructure*	Temp Project Manager (four years)	500,000	FY2022 - FY2026
	Town Reservoir Clean-up Construction	2,070,000	FY2022 - FY2026
	Walker Pond Category 2 Construction	356,000	FY2022 & FY2023
	128 Sewer Interceptor Project Design		FY2022 - FY2026
	128 Sewer Interceptor Project Construction		FY2022 - FY2026
	South St Water Main Construction Construction		FY2022 - FY2026
	Allowance for Water/Sewer/Drains	4,428,175	FY2022 - FY2026
	Subtotal	7,354,175	
Grand Total		9,199,175	

* DPW Has Identified Several Additional Water/Sewer/Drain Contingency Projects

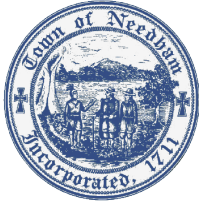


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 2/8/2022

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: 2/8/2022

Agenda Item	Carter Mill Project
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will discuss recent developments with the Carter Mill Project.	
2.	VOTE REQUIRED BY SELECT BOARD
3.	BACK UP INFORMATION ATTACHED
a. Letter to Lee Newman from Evans Huber on behalf of Welltower, Inc., January 25, 2022	

FRIEZE CRAMER ROSEN & HUBER LLP
C O U N S E L L O R S A T L A W

60 WALNUT STREET, WELLESLEY, MASSACHUSETTS 02481
781-943-4000 • FAX 781-943-4040

EVANS HUBER
781-943-4043
EH@128LAW.COM

January 25, 2022

Members of the
Needham Planning Board

And

Lee Newman
Director of Planning and Community Development
Public Services Administration Building
500 Dedham Ave
Needham, MA 02492

Re: 100 West Street, Needham

Dear Planning Board Members and Ms. Newman:

I am writing on behalf of Welltower, Inc. the owner of the property at 100-110 West street, as well as Balfour Senior Living, who will be the new operator of the facility there. As I have previously advised some of you informally, LCB Senior Living, LLC is no longer involved in this project.

Welltower and Balfour are proposing, and will be seeking the Board's approval of (in the form of an amendment to the existing Special Permit), certain changes to the previously approved plans. The most substantial of these changes will be a shift from three programs (Independent Living, Assisted Living, and Memory Care) to two (Assisted Living and Memory Care). Because assisted living and memory care units are not subject to affordable housing requirements, this will also mean that the project will no longer include a percentage of IL units as affordable housing.

There are a number of reasons for this proposed change, including space and layout constraints, the ability to provide a superior level of assisted living by having two programs at the site rather than three, the quality of the Balfour units and programs which facilitate dignified "aging in place", trends towards larger AL programs, and other factors. We look forward to discussing this with you in greater detail.

Needham Planning Board Members
Lee Newman
January 25, 2022
Page 2

The footprint of the building will not be changing. The layout of the fourth-floor units will be changing somewhat but will remain within the previously-approved fourth floor footprint. We anticipate that the on-site parking supply will meet bylaw requirements as to number of spaces, without the need for design and layout waivers other than those previously granted.

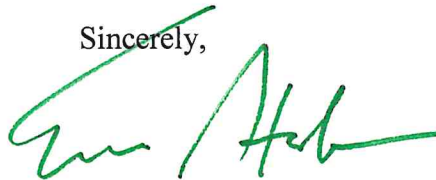
Welltower is bringing on board the HYM Investment Group as development manager, and New Ecology as a sustainability consultant, and is retaining the same team of professionals that worked on the prior project: The Architectural Team (TAT); Hawk Design (Landscaping); Kelly Engineering Group (Civil Engineering); and McMahon & Associates (Transportation and Traffic).

TAT has prepared a set of elevations, renderings, and floor plans showing the proposed new plan and comparing them to the previously approved plans. Because of the size of the file, TAT will be uploading them to the town's sharefile, today, separately from this letter.

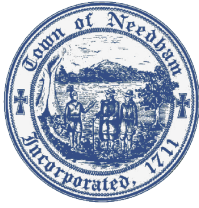
Before submitting a formal application for amendment to the Special Permit, we have asked for the opportunity to present these plans to you informally, to introduce you to Balfour and HYM, and to seek your feedback. We look forward to discussing this with you at the Board's February 1, 2022 meeting.

Thank you.

Sincerely,

A handwritten signature in green ink, appearing to read "Evans Huber", is written over the word "Sincerely,".

Evans Huber



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

MEETING DATE: 2/8/2022

Agenda Item	Massachusetts Department of Housing and Community Development/MBTA Draft Multifamily Zoning Guidelines
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will discuss Massachusetts Department of Housing and Community Development/MBTA Draft Multifamily Zoning Guidelines relative to the Housing Working Group	
2.	VOTE REQUIRED BY SELECT BOARD
3.	BACK UP INFORMATION ATTACHED
a. Needham Zoning Map	

Lee Newman - Planning Director
Thomas A. Ryder, P.E.- Town Engineer
Revised - December 20, 2021

WIRELESS COMMUNICATIONS FACILITIES TOWERS OVERLAY DISTRICTS

ADULT USE OVERLAY DISTRICT

MEDICAL OVERLAY DISTRICT

AQUIFER PROTECTION DISTRICT

NEEDHAM CENTER OVERLAY DISTRICT A

NEEDHAM CENTER OVERLAY DISTRICT B

LOWER CHESTNUT STREET OVERLAY DISTRICT

GARDEN STREET OVERLAY DISTRICT

LARGE SCALE GROUND MOUNTED SOLAR PHOTOVOLTAIC
INSTALLATION OVERLAY DISTRICT

TEMPORARY METEOROLOGICAL TOWERS OVERLAY DISTRICT

MIXED USE OVERLAY DISTRICT (MOUND)

July 17, 2012 - FLOOD PLAIN DISTRICT
ELEVATIONS ARE BASED ON U.S.S. MEAN SEA LEVEL DATUM

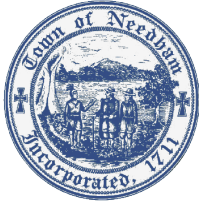
100' 0" 5' 0"



Zoning information was constructed from articles provided by the Town of Needham Planning Board. All data is for display purposes only and should not be considered accurate, current or complete. The Town of Needham assumes no liability for misuse or alteration of this data.

This road map portrays roads that have been constructed and are in general use for vehicular traffic. Road data was updated based on April 2009 aerial photographs and includes data from the Town of Needham Department of Public Works and Engineering Division.

[illegible]



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

MEETING DATE: 2/8/2022

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

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

**Town of Needham
Select Board
Minutes for Tuesday, January 25, 2022
Needham Town Hall
Powers Hall
and
Via ZOOM
<https://us02web.zoom.us/j/82321649764>**

5:00 p.m. Executive Session: Exceptions 3 (collective bargaining or litigation) & 6 (purchase of real property)

Motion by Mr. Matthews that the Select Board vote to enter into Executive Session.

Exception 3 – To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares;

and

Exception 6 – To consider the purchase, exchange, lease or value of real estate if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body.

Second: Ms. Cooley. Unanimously approved 5-0 by roll call vote.

6:00 p.m. The public portion of the Select Board meeting of January 25, 2022 was convened by Chair Matthew D. Borrelli. Those present were Daniel P. Matthews, Marianne Cooley, Marcus Nelson (via Zoom), Kevin Keane, 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:
Sue Mirageas, 179 Dedham Avenue spoke with the Select Board concerning two “NO PARKING” street signs placed in front of her house. She said the signs were placed there without her knowledge and with no explanation. She commented that she has been able to park in front of her home for 29 years and that her visitors and guests must be able to park in front of her home. She asked for the Select Board’s help in removing the signs.

Shirley Pelaggi, 96 Wyoming Avenue spoke with the Board regarding a professional appraisal and application for an abatement for her property. She noted the field card relating to her property is not accurate. Mr. Borrelli told Ms. Pelaggi the Town Manager will follow up with her.

6:08 p.m. Introduce Care of Graves for Veterans and Coordinator of Ceremonies:

Kate Fitzpatrick, Town Manager introduced Jason Kravetz as Needham's new Care of Graves for Veterans and Coordinator of Ceremonies. She said a search was conducted, and based on the recommendation from the VFW, Mr. Kravetz was selected to fill the vacancy.

Mr. Kravetz said he is excited to take on the role and to give back to the veteran population.

The Board welcomed Mr. Kravetz and thanked him for his service and dedication to Needham.

6:13 p.m. Public Hearing: Removal of one (1) Public Shade Tree at 341 Nehoiden Street

Edward Olsen, Tree Warden, Parks & Forestry Superintendent spoke with the Board regarding a request from Cort Johnson to remove one Public Shade Tree. Mr. Johnson is a new resident to Needham. He has expressed concerns for the street tree located at this address. He is formally seeking approval from the Town to remove and replace this tree with a more suitable species. Currently this Norway Maple is misshapen, missing a large portion of its crown canopy. This tree has been negatively impacted by repeated Eversource Electric Distribution line trimming. Furthermore, this Public Shade tree location would be better suited to a lower growing, flowering tree. This is also the expressed desire by the homeowner. A tree that is sustainable for his family's enjoyment for many years in this location. Mr. Olsen states he does not object to the removal of this tree based on these reasons. He recommends a donation of \$500 to cover the expense of purchasing two trees to replace the loss of this one tree.

Cort Johnson, homeowner (via Zoom), 341 Nehoiden Street said Mr. Olsen gave a good summary of the situation. He said he is happy and willing to work with the Town in any way to improve the street.

Mr. Borrelli invited public comment.

David Hruska, 21 Rosemary Street said he has no objection to removal of the tree. He asked the Select Board to consider a more holistic solution to trees in town, noting 90% of power outages are caused by trees and that electrical distribution lines should be buried.

Mr. Keane concurred with comments made by Mr. Hruska.

Motion by Ms. Cooley that the Board vote to approve and sign the Public Shade Tree Hearing form for the removal of one 24-inch, Norway Maple tree in the front berm of 341 Nehoiden Street, and to accept a \$500 donation to cover the expense of purchasing 2 trees to replace the loss of this one tree.

Second: Mr. Matthews. Unanimously approved 5-0 by roll call vote.

Discussion ensued on the type and appropriate placement of two new trees.

6:14 p.m. Appointments and Consent Agenda:

APPOINTMENTS

- | | |
|---------------------|--|
| 1. Tom Ryder | Traffic Management Advisory Committee Term Exp. 6/30/2024 |
| 2. Dmitry Gorenburg | Transportation Planning Review Committee Term Exp. 6/30/2022 |

CONSENT AGENDA *=Backup attached

- 1.* Approve minutes of December 20, 2021 (open session), December 21, 2021 (open session), and January 11, 2022 (open session)**
- 2. Accept the following donation made to the Center at the Heights: \$500 donation from Ellen Knizeski in memory of her mother, Eileen**
- 3. Accept the following donation made to Needham Public Health's Traveling Meals Program: \$300 donation from Amy Sherman and a \$1,000 donation from the Thakore Family.**
- 4. Accept the following donation made to the Needham Community Revitalization Trust Fund: \$750 from an anonymous donor.**
- 5.* Approve a request from Sara Berney race coordinator from the Needham Athletic Booster Club, NHS Boosters Club Rocket Run to hold a race in Needham. The event is scheduled for Sunday, March 20, 2022, 8:00am. The event and route have been approved by the following departments: Fire, Police, DPW, Park & Recreation.**
- 6.* Approve and sign Water & Sewer Abatement #1317**

Second: Mr. Nelson. Unanimously approved 5-0 by roll call vote.

6:15 p.m. Public Hearing: Eversource Energy Grant of Location - 58 Taylor Street

Joanne Callender, Eversource Energy representative (via Zoom) spoke with the Select Board requesting permission to install approximately 10 feet of conduit in Taylor Street. This work is necessary to provide underground electric service for a new home at 58 Taylor Street.

Ms. Fitzpatrick indicated all paperwork is in order.

Mr. Borrelli invited public comment.

Karen Shapiro, 48 Taylor Street said the street and sidewalks were recently repaved and doesn't understand why digging up the street and sidewalk is necessary. She commented she hopes that after any work is done the street and sidewalks are restored to the same condition as prior to excavation.

Ms. Fitzpatrick said the DPW approved the application and that the street and sidewalk will be left in the same condition.

Motion by Mr. Matthews that the Select Board approve and sign a petition from Eversource Energy to install approximately 10 feet of conduit in Taylor Street.

Second: Ms. Cooley. Unanimously approved 5-0 by roll call vote.

6:33 p.m. ABCC Change of LLC Manager - Needham Food and Beverage, LLC d/b/a The Heights:

Brian Hughes, Applicant Counsel spoke with the Select Board regarding an application made by Needham Food and Beverage, LLC., d/b/a The Heights, 200 First Avenue, for a Change in LLC Manager. The requisite filing materials appear to be in order.

Mr. Hughes said the LLC must appoint a new manager, stating the LLC seeks to appoint Mr. Patrick Carney, Jr. and Mr. Francis X. Lynch. He stated no change will occur in the operation, noting the LLC manager is not the liquor license manager, and the change is primarily ministerial. He asked the Select Board to approve the petition.

Motion by Mr. Matthews that the Select Board, as Liquor Licensing Authority, approve and sign an application for a Change in LLC Manager for Needham Food and Beverage, LLC d/b/a The Heights, 200 First Avenue and to forward this application to the ABCC for approval.

Second: Ms. Cooley. Unanimously approved 5-0 by roll call vote.

6:36 p.m. Town Manager:
Kate Fitzpatrick, Town Manager spoke with the Board regarding one item:

1. FY2023 Budget Presentation

Ms. Fitzpatrick presented the Select Board the proposed annual budget for fiscal year 2023.

A PowerPoint presentation titled “Balanced Budget for Fiscal Year 2023” dated January 25, 2022 was viewed.

Ms. Fitzpatrick commented on budget priorities, with an overview of the budget in brief, general fund resources, state aid revenue estimates, budget drivers, performance budget, changes to submitted budgets, Needham Public Schools, Enterprise Fund budgets, financial warrant articles, capital, and ARPA funds.

Mr. Borrelli commented on paying down OPEB on an accelerated basis and using warrant articles for adding staff, which he said is not the best practice. He commented on budgeting and town head count.

Mr. Matthews commented on the work it takes to produce the budget.

Ms. Cooley commented on the allocation to pay down the Emery Grover project and the forward planning on the debt burden. She asked about COVID allocated money for testing kits, as well as state funding for Covid.

2. Town Manager Report

No Town Manager Report was given.

6:45 p.m. Board Discussion:

1. Committee Reports

Mr. Matthews reported the first public hearing of the Housing working group will be held. He said it is the initial process in developing town-wide recommendations to submit to the planning board. He said discussion will be about zoning, including size, density, traffic, and school enrollment for the future of Needham. Mr. Matthews encouraged public attendance if members of the community want to have a say, suggesting interested residents follow the process early and stay with it as it moves forward. He noted the meeting will take place on Thursday, January 27th at 7 p.m. on Zoom.

Ms. Cooley reported the Transportation Planning and Review Committee held its first organizational meeting and have set their work schedule.

She also reported appointments to the Climate Action Committee have not yet been made, and that she is still looking for people with certain skills. She said she hopes to bring recommendations to the Select Board in the near future. She commented that 30 interviews were held in November and December for various openings on Town committees.

7:15 p.m. Adjourn:

Motion by Mr. Matthews that the Select Board vote to adjourn the Select Board meeting of Tuesday, January 25, 2022.

Second: Mr. Nelson. Unanimously approved 5-0 by roll call vote.

The next Select Board meeting is scheduled for Tuesday, February 8, 2022.

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

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

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

Prepared		Customer ID#	Location ID#	Street Number	Street Name	Irrigation Water	Domestic Water	Sewer	Total	Reason	Corrected Last Read
By:	Last Name First Name										Y/N
						\$0.00	\$0.00	\$0.00	\$0.00		
DB	Council on Aging (1)					\$0.00	-\$103.05	-\$297.33	-\$400.38	COA	N
Total:									-\$400.38		

ALSO, LET THIS SERVE AS AUTHORIZATION TO ABATE ANY PENALTY OR INTEREST WHICH HAS ACCRUED DUE TO THE NON-PAYMENT OF AMOUNTS AS STATED ABOVE.

Legend:
O.I. = O.I. reading slower than inside meter causing large bill when inside meter is read.
TWN = Town Project caused damage to private property
EC = Extenuating Circumstances
Equip = Equipment Malfunction
UEW = Unexplained water loss
ACC = Accidental Water Loss
BP = Billing Period beyond 100 days
COA - Council on Aging

**Town of Needham
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 #: 1318

Read and Approved:

Robert A. Lewis
Assistant Director of Public Works

01/31/22

For the Select Board

2/8/22

Carys Lustig
Director of Public Works

Business	Recommended Penalty
Innovative Distributing Concepts, LLC d/b/a Bin Ends	Verbal Warning
Henry Hospitality Inc. d/b/a The James	Verbal Warning
Sol Soul Family Foods LLC. d/b/a Hearth Pizzeria	Verbal Warning
Pancho's Taqueria Needham, LLC d/b/a Pancho's Taqueria	Verbal Warning
Capella LLC d/b/a Cappella	Written Warning
Fu Yuan, Inc. d/b/a Fuji Steak House	1-Day Suspension
New Garden Inc., d/b/a New Garden Restaurant	1-Day Suspension
TDRG Needham, Inc. d/b/a Cook Needham	1-Day Suspension
Zucchini Gold, LLC d/b/a The Rice Barn	1-Day Suspension

Alcoholic License Suspension Agreement and Waiver

This agreement is entered into by and between the Select Board of the Town of Needham (Licensor) and TDRG Needham, Inc. d/b/a Cook Needham (Licensee).

Whereas the Select Board of the Town of Needham is the licensing authority under the provisions of M.G.L., Ch. 138; and

Whereas Licensee is the holder of a license issued to sell and deliver alcoholic beverages issued by the Licensor under the provision of Ch. 138; and

Whereas on December 1st, 2021 a minor was served an alcoholic beverage in violation of Ch. 138, section 34; and

Whereas the Licensor is desirous of penalizing the Licensee for this offence;

Be it agreed as follows;

1. The Licensee shall surrender its license for one day, on _____, 2022, and shall not deliver, serve, or sell any alcoholic beverages on that day.
2. The Licensee is aware of its right to a hearing before the Licensor prior to any disciplinary action being taken by the Licensor that affects such license and the Licensee freely waives its rights to such a hearing.
3. The Licensee is aware of its right to appeal any disciplinary action taken by the Licensor that affects such license to the Alcoholic Beverage Control Commission of the Commonwealth of Massachusetts or the courts and the Licensee freely waives its rights to such an appeal.
4. The Licensee acknowledges it has had the opportunity to seek the advice of legal counsel prior to signing this agreement.

Licensee/Date

Select Board Chair/Date

Alcoholic License Suspension Agreement and Waiver

This agreement is entered into by and between the Select Board of the Town of Needham (Licensor) and Fu Yuan, Inc. d/b/a Fuji Steak House (Licensee).

Whereas the Select Board of the Town of Needham is the licensing authority under the provisions of M.G.L., Ch. 138; and

Whereas Licensee is the holder of a license issued to sell and deliver alcoholic beverages issued by the Licensor under the provision of Ch. 138; and

Whereas on December 1st, 2021 a minor was served an alcoholic beverage in violation of Ch. 138, section 34; and

Whereas the Licensor is desirous of penalizing the Licensee for this offence;

Be it agreed as follows;

1. The Licensee shall surrender its license for one day, on _____, 2022, and shall not deliver, serve, or sell any alcoholic beverages on that day.
2. The Licensee is aware of its right to a hearing before the Licensor prior to any disciplinary action being taken by the Licensor that affects such license and the Licensee freely waives its rights to such a hearing.
3. The Licensee is aware of its right to appeal any disciplinary action taken by the Licensor that affects such license to the Alcoholic Beverage Control Commission of the Commonwealth of Massachusetts or the courts and the Licensee freely waives its rights to such an appeal.
4. The Licensee acknowledges it has had the opportunity to seek the advice of legal counsel prior to signing this agreement.

Licensee/Date

Select Board Chair/Date

Alcoholic License Suspension Agreement and Waiver

This agreement is entered into by and between the Select Board of the Town of Needham (Licensor) and New Garden Inc., d/b/a New Garden Restaurant (Licensee).

Whereas the Select Board of the Town of Needham is the licensing authority under the provisions of M.G.L., Ch. 138; and

Whereas Licensee is the holder of a license issued to sell and deliver alcoholic beverages issued by the Licensor under the provision of Ch. 138; and

Whereas on December 1st, 2021 a minor was served an alcoholic beverage in violation of Ch. 138, section 34; and

Whereas the Licensor is desirous of penalizing the Licensee for this offence;

Be it agreed as follows;

1. The Licensee shall surrender its license for one day, on _____, 2022, and shall not deliver, serve, or sell any alcoholic beverages on that day.
2. The Licensee is aware of its right to a hearing before the Licensor prior to any disciplinary action being taken by the Licensor that affects such license and the Licensee freely waives its rights to such a hearing.
3. The Licensee is aware of its right to appeal any disciplinary action taken by the Licensor that affects such license to the Alcoholic Beverage Control Commission of the Commonwealth of Massachusetts or the courts and the Licensee freely waives its rights to such an appeal.
4. The Licensee acknowledges it has had the opportunity to seek the advice of legal counsel prior to signing this agreement.

Licensee/Date

Select Board Chair/Date

Alcoholic License Suspension Agreement and Waiver

This agreement is entered into by and between the Select Board of the Town of Needham (Licensor) and Zucchini Gold, LLC d/b/a The Rice Barn (Licensee).

Whereas the Select Board of the Town of Needham is the licensing authority under the provisions of M.G.L., Ch. 138; and

Whereas Licensee is the holder of a license issued to sell and deliver alcoholic beverages issued by the Licensor under the provision of Ch. 138; and

Whereas on December 1st, 2021 a minor was served an alcoholic beverage in violation of Ch. 138, section 34; and

Whereas the Licensor is desirous of penalizing the Licensee for this offence;

Be it agreed as follows;

1. The Licensee shall surrender its license for one day, on _____, 2022, and shall not deliver, serve, or sell any alcoholic beverages on that day.
2. The Licensee is aware of its right to a hearing before the Licensor prior to any disciplinary action being taken by the Licensor that affects such license and the Licensee freely waives its rights to such a hearing.
3. The Licensee is aware of its right to appeal any disciplinary action taken by the Licensor that affects such license to the Alcoholic Beverage Control Commission of the Commonwealth of Massachusetts or the courts and the Licensee freely waives its rights to such an appeal.
4. The Licensee acknowledges it has had the opportunity to seek the advice of legal counsel prior to signing this agreement.

Licensee/Date

Select Board Chair/Date

**Collective Bargaining Agreement
Between the
Town of Needham
and
Needham Police Union**

July 1, 2019 through June 30, 2020

and

July 1, 2020 through June 30, 2021

Table of Contents

<u>Article</u>	<u>Title</u>	<u>Page</u>
	Preamble	3
Article 1	Recognition – Persons Covered by This Agreement	3
Article 2	Union Security	4
Article 3	Management Rights	5
Article 4	Employee Job Assignments, Duties and Responsibilities	5
Article 5	Holidays and Overtime	6
Article 6	Tours of Duty	7
Article 7	Leave of Absence	7
Article 8	Civic Duty Leave	8
Article 9	Military Leave	8
Article 10	Non-Occupational Sick Leave	9
Article 11	Heart Injury, Hypertension and Heart By-Pass	12
Article 12	Injury on Duty	12
Article 13	Temporary Modified Work Program	13
Article 14	Bereavement Leave	15
Article 15	Vacation	16
Article 16	Clothing Allowance	16
Article 17	Special Departmental Assignments and Other Details	17
Article 18	No Strike Clause	20
Article 19	Stability of Agreement	20
Article 20	Settlement of Grievances	20
Article 21	Separability and Subordination to Existing Law	22
Article 22	Effect of Agreement	22
Article 23	Wages	23
Article 24	Educational Incentive Compensation	27
Article 25	Discipline, Discharge, and Employees' Personnel Files	29
Article 26	Indemnification	29
Article 27	Lay-Offs and Recall	29
Article 28	Duration of Contract	30
Article 29	Cafeteria Plan	30
Article 30	Miscellaneous Provisions	31
Appendix A	Drug and Alcohol Testing Policy dated January 19, 2017	36

THIS AGREEMENT made and entered into this first day of July, 2019 through June 30, 2020 and the first day of July, 2020 through June 30, 2021 by and between the Town of Needham (hereinafter called the "Town"), acting by and through its duly designated representatives, and Needham Police Union (hereinafter called "Police Union"), under and pursuant to the provisions of Massachusetts General Laws, Chapter 150E, as amended.

PREAMBLE

WHEREAS Chapter 150E of the General Laws, as amended, grants to municipal employees the right to bargain collectively with the Town through representatives of their own choice; and

WHEREAS by virtue of a decision of the Massachusetts Labor Relations Commission dated November 28, 1972, and an election held October 18, 1972, pursuant to said decision, the Police Union was duly certified as the exclusive bargaining agent for all regular full-time members of the Needham Police Department, excluding the Chief, Lieutenants and provisional and EEA employees; and

WHEREAS the parties to this agreement desire to establish a state of amicable understanding, cooperation and harmony compatible with any law or by-law applicable to the Town in the fulfillment of the obligation of the Town to protect the safety and welfare of all its inhabitants.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE 1 **RECOGNITION** **PERSONS COVERED BY THIS AGREEMENT**

Pursuant to the certification by the Massachusetts Labor Relations Commission dated November 28, 1972, the Town recognizes the Police Union as the sole and exclusive bargaining agent for the Needham Police Union personnel for the purpose of collective bargaining with a view toward reaching a mutual understanding and agreement relative to questions of wages, hours and other conditions of employment.

All other municipal employees of the Town of Needham are excluded from the terms and provisions of the Agreement.

It is understood and agreed between the parties hereto that the provisions of this Article shall be subject to any changes in the structure or composition of the employee unit as may at any time be made by decision of a court of competent jurisdiction, by legislation, or by decision of an appropriate commission or other agency of the Commonwealth of Massachusetts.

ARTICLE 2

UNION SECURITY

The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of union membership, union affiliation or lawful union activities.

Section 1. Dues Deduction and Agency Fee

- (a) The Town agrees that employees who are members of the Police Union on the effective date of this agreement and those employees who become members after that date shall, as a condition of employment, maintain their membership in the Police Union for the duration of this agreement to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Police Union, whenever employed under the terms of this agreement.
- (b) Employees shall have fulfilled the obligations provided for in this Article by offering or tendering to the Police Union the initiation fee and membership dues uniformly required of members of the Police Union. The provisions of the Article shall not apply to any employee whose membership in the Police Union has been terminated for reasons other than his/her failure to offer or tender the initiation fee and membership dues uniformly required of members of the Police Union.

Section 2. Dues Collection

- (a) Subject to applicable law as set forth in Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Town shall deduct from earned wages periodic Police Union membership dues required as a condition of acquiring or retaining membership in the Union of those employees who individually authorize such deductions in writing on the form attached hereto, made a part hereof, in Section 3. The Town will remit all sums deducted under such deduction authorization to the Treasurer of the Police Union together with a list of the employees from whom such dues have been deducted.
- (b) The Police Union shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with this Article, or in reliance on any assignment furnished by the Town.
- (c) The Police Union shall provide the Treasurer of the Town of Needham with a bond as required by Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts.

Section 3. Authorization for Payroll Deductions

AUTHORIZATION FOR PAYROLL DEDUCTIONS

By: _____
(Name of Employee)

To: TOWN OF NEEDHAM
(Name of Employer)

Effective _____ I hereby request and authorize you to deduct from my earnings each _____ the amount of \$ _____. This amount shall be paid to the Treasurer of the Needham Police Union and represents payment of my Union Dues. These deductions may be terminated by me giving you sixty (60) days written notice in advance or upon termination of my employment.

(Employee's Signature)

(Employee's Address)

ARTICLE 3 MANAGEMENT RIGHTS

The Town, the Town Manager and the Chief of Police respectively reserve and retain all powers, authority and prerogatives as public officials in performing their statutory and by-law duties and responsibilities. Unless this agreement expressly makes provisions to the contrary, neither the Town nor the Town Manager nor the Chief of Police shall be deemed to be limited in any way by this agreement in the exercise of the regular and customary function of municipal management.

ARTICLE 4 EMPLOYEE JOB ASSIGNMENTS, DUTIES AND RESPONSIBILITIES

Section 1. All Police Union personnel shall perform the respective duties assigned to them by the Chief or his/her designee while exercising such delegated authority. Such assignments shall at all times be consistent with the official uniform chain of command so-called as is customarily recognized and adhered to by local Police Departments within the Commonwealth including the recognition and respect due the official ranks given to officer personnel.

Section 2. At least one Sergeant or Officer of a higher rank shall be on duty at all times on each shift.

Section 3. Except as otherwise provided in the Town Charter of the Town and this agreement, the official Rules and Regulations of the Police Department promulgated and approved by the Select Board on July 17, 2001 shall provide the standards and guidelines of performing the assignments referred to in Section 1 hereof.

ARTICLE 5
HOLIDAYS AND OVERTIME

Section 1. Holidays

- (a) The Town of Needham recognizes the following legally observed holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
- (b) Holiday Pay Members of the bargaining unit shall receive an extra one-fourth of a week's pay (10 hours) in the pay period for the week in which a holiday occurs. Employees will be entitled to 4 hours regular straight time pay for the week in which Christmas Eve occurs.
- (c) Holiday Premium If a member of the bargaining unit works on a holiday he/she shall be paid an additional one-half times his/her regular rate of pay for all hours worked on that holiday.
- (d) If an employee assigned to work on a holiday shall not report for duty because of non-occupational illness, he/she shall not be entitled to holiday pay or holiday premium.
- (e) If an employee reporting for duty on a legal holiday shall be taken ill in the course of the day's work, and has to be relieved of duty, he/she shall be entitled to holiday pay and holiday premium for that day.
- (f) Any member of the bargaining unit, who, when on his/her non-scheduled work day, performs overtime work on any of the above holidays, shall be paid two times his/her regular rate of pay for all hours worked on that holiday.
- (g) If a holiday occurs during an employee's scheduled vacation, he/she shall receive holiday pay and shall be charged for one less vacation day on not more than four occasions during any given vacation year. The employee must have received approval for a minimum of four (4) vacation days in order to receive holiday pay under this section.

Section 2. Overtime

- (a) Overtime shall be defined as time worked in excess of an employee's normally scheduled number of hours per day or per week.
- (b) All worked overtime must be approved in advance by the Chief of Police or his/her designee.
- (c) An employee who completes his/her regular shift, then is recalled back to work or for court appearance shall be guaranteed a minimum of four (4) hours of pay at the overtime rate of pay.

ARTICLE 6

TOURS OF DUTY

Tours of duty, except for those employees having special assignments or duties, shall be scheduled on a basis of four (4) consecutive days "on duty" and two (2) consecutive days "off duty" as approved by the Chief of Police.

Employees having special assignments or duties will be scheduled in the interest of effective operations and will receive the same number of days off in the year as other employees.

ARTICLE 7

LEAVE OF ABSENCE

Section 1. At the discretion of the Chief of Police, members of the bargaining unit who have completed the applicable probationary period may be permitted an unpaid leave of absence of up to two week's duration, upon submission of a written request stating the reason for, and length of, the requested leave. If the request is for a medical leave of absence, the employee must submit supporting documentation from a treating physician.

Section 2. Requests for leaves of absence of longer than two week's duration must be submitted in writing and approved in advance by the Chief of Police and the Town Manager.

Section 3. Leaves and Benefits

- (a) Sick Leave Employees granted leaves of absence in excess of five (5) days in a calendar month shall not accrue non-occupational sick leave for that month.
- (b) Vacation Employees who are on unpaid leave status for more than five (5) days in a calendar month shall have their current vacation bank (if any) or their next year's vacation allotment reduced by one-twelfth of the annual allotment. Partial vacation days shall be rounded up to the closest whole number.
- (c) Longevity Employees who are on unpaid leave of absence for more than ten (10) days in a calendar year shall have their longevity eligibility dates adjusted by the number of calendar days spent on unpaid leave of absence.
- (d) Step Raises Employees who are on unpaid leave of absence for more than ten (10) days in a calendar year shall have their next step dates (if applicable) adjusted by the number of calendar days spent on unpaid leave.

Section 4. Two members of the Police Union shall be excused from duty for two days without loss of pay while in attendance as official delegates at the annual convention of the Massachusetts Police Association held within the Commonwealth.

Section 5. The Union president or his/her designee shall be allowed ten (10) additional days per year without loss of pay in order to attend to union business, provided that staffing on the particular day in question is such that the Chief of Police does not feel the necessity to cover for such absence.

Section 6 Administrative Leave The Chief of Police shall have the discretion to place a member of the bargaining unit on paid administrative leave for a period not to exceed 45 calendar days in situations including, but not limited to, the investigation of a Police Officer's conduct, or the Police Officer's involvement in a traumatic event, such as a shooting or fatal accident. The period of paid administrative leave may be extended by mutual agreement of the parties. The placement of an Officer on paid administrative leave shall not be grievable.

Section 7. Personal Leave One shift leave of absence with full pay shall be granted for personal business during the calendar year with advance approval of the Chief of Police. Such request must be submitted in writing at least forty-eight (48) hours prior to the date selected.

ARTICLE 8

CIVIC DUTY LEAVE

Section 1. Any employee of the bargaining unit shall be granted leave from duty when called for jury duty or under summons to appear as a witness at the request of the federal government, the Commonwealth, or any city or town of the Commonwealth on a matter that is not related to his or her work as a Needham Police Officer.

Section 2. Employees shall be paid by the Town during the period required for court service for the difference between the amount paid to them by the court, excluding travel allowance, and the amount of regular straight time pay which would normally be received from the Town for the scheduled work time spent on approved civic duty leave. If the jury or witness fees, exclusive of travel allowance, are more than the amount of regular straight time pay which the employee would receive for the scheduled work time spent on civic duty leave, no compensation shall be paid by the Town for the period of the court service.

Section 3. Official summons to appear for jury duty or as a witness must be presented in advance to the Chief of Police or his/her designee in order for the employee to receive authorized civic duty leave.

Section 4. To qualify for civic duty leave payment, the employee must furnish the Town Accountant with complete and satisfactory evidence of the jury or witness fees received.

Section 5. Absence due to civic duty leave shall not affect an employee's eligibility for longevity, satisfactory performance step increases, or benefits.

Section 6. Civic duty leave shall not be granted when an employee is involved in personal litigation.

ARTICLE 9

MILITARY LEAVE

Section 1. Members of the bargaining unit who are members of a state or federal military reserve unit shall be entitled to leave of absence from a permanent position for compulsory military service under orders, up to seventeen (17) calendar days per year of such leave to be with full regular straight time pay for normally scheduled work hours.

Section 2. Military leave of absence with full regular straight time pay shall be granted to members of the bargaining unit on occasion of their required appearance under orders before armed forces draft boards or for physical examinations required by such boards.

Section 3. Military leave of absence without pay shall be granted to members of the bargaining unit called under orders for active duty with the state or federal armed forces for compulsory service other than the annual reserve routine tour of duty.

Section 4. Every employee desiring military leave as provided hereunder shall request it in writing in advance from the Chief of Police, and such request shall provide written proof from military or selective service officials indicating the date of departure and length of service required.

Section 5. Leave of absence for military duty shall not affect an employee's continuous service for the purposes of longevity. Military leaves of absence in excess of two weeks shall affect an employee's continuous service for the purpose of sick leave, vacation, and other benefit accrual.

Section 6. Military leave shall be administered in accordance with state and federal laws.

ARTICLE 10

NON-OCCUPATIONAL SICK LEAVE

Section 1. Eligibility Members of the bargaining unit shall be eligible for non-occupational sick leave as provided hereunder.

Section 2. Accrual Full-time employees shall accrue one and one-quarter (1 1/4) days non-occupational sick leave for each full calendar month of continuous employment per fiscal year. The aforementioned accruals shall be added to the employee's permanent record of available non-occupational sick leave and referred to as the "non-occupational sick leave bank."

Section 3. Usage Use of non-occupational sick leave shall be granted to an employee only when the employee is incapacitated from the performance of duties by personal sickness, injury or quarantine by public health authorities, except that employees shall be allowed to use up to ten (10) days of non-occupational sick leave, when available, per fiscal year for illness or injury of a parent, spouse or child of the employee. The employee's non-occupational sick leave bank will be charged for the number of days absent from work because of non-occupational illness.

Section 4. Notification Non-occupational sick leave shall commence on the date that notification of the employee's sickness, injury or quarantining is given to the Chief of Police/designee by the employee or the employee's family or physician. Employees who report for duty and who are subsequently relieved of duty as a result of non-occupational sick leave will not be charged for the first day of such absence.

Section 5. Certification of Illness, Injury or Quarantine The Chief of Police shall investigate and ascertain the validity of any request for non-occupational sick leave made by an

employee, and shall approve the request if satisfied as to the validity of the illness. A physician's certificate may be required by the Chief of Police in any case of non-occupational sick leave. If the cause of sick leave is not substantiated to the satisfaction of the Chief of Police, the absence will not be paid as non-occupational sick leave. The Chief's approval of non-occupational sick leave will not be unreasonably withheld.

Section 6. Extended Sick Leave

- (a) When an employee has exhausted his/her non-occupational sick leave balance, extended sick leave with pay in excess of earned sick leave may be granted on an individual basis by the Town Manager for up to sixty (60) shifts per fiscal year, upon receipt of a written request for extended sick leave submitted by the Chief of Police, and upon receipt of written confirmation from a practicing physician that the employee is unable to report to work.
- (b) Requests for extended sick leave as provided herein shall not be submitted until the employee has used all available paid leave balances, including vacation leave and personal leave.
- (c) In determining whether to grant extended sick leave, the Town Manager shall take into account the employee's length of continuous employment, absence record, and performance history. Granting of extended sick leave is subject to availability of appropriation.
- (d) Extended sick leave will be treated as an unpaid leave of absence. Any employee granted extended sick leave as provided herein will not receive credit for such leave for the purpose of determining vacation or other leave eligibility, and the amount of time spent on extended sick leave shall not be included in computation of continuous service, in accordance with Article 7 of this Agreement, but shall not be deemed to be a break in service.

Section 7. Non-occupational Sick Leave Buy-Back An employee who terminates employment with the Town by retirement or disability shall be entitled to a cash payment upon termination at the employee's current rate of pay for twenty-five percent (25%) of the non-occupational sick leave bank. The spouse, duly designated beneficiary or legal representative of the estate of an employee whose employment with the Town is terminated by death, shall be entitled to cash payment at the employee's rate at the time of termination for twenty-five percent (25%) of the non-occupational sick leave credit outstanding at the time of termination after proper adjustments are made for the current fiscal year. Members of the bargaining unit who have not attained ten years of service with the Town of Needham as of June 30, 2011 shall be subject to a 960 hour (120 day) cap on the number of sick days to be used in calculating the 25% sick leave buy-back at retirement. The 960 hour cap shall not be construed as limiting the accumulation of non-occupational sick leave.

Section 8. Personal Leave Incentive Plan

- (a) Each member of the bargaining unit shall be eligible to convert 8 hours of unused, non-occupational sick leave to personal leave or to “buy back” 8 hours of unused, non-occupational sick leave for every calendar quarter (January 1 through March 31, April 1 through June 30, July 1 through September 30 and October 1 through December 31) in which no sick leave is used. Eligible employees must elect such conversion by January 15th of each year for the accumulation calculations based upon calendar quarters occurring during the prior calendar year.
- (b) Eligible members of the bargaining unit electing to convert non-occupational sick leave hours to personal leave must use such leave hours (a maximum of 32 hours) by December 31 of the year in which they are converted. Use of converted time will only be granted if the Chief/designee determines that no unreasonable overtime obligation or staffing deficiency, which is known as of the date of request, will occur.
- (c) Eligible members of the bargaining unit electing to buy back non-occupational sick leave hours at their regular rate of pay (a maximum of 32 hours) must do so by January 15th of each year.
- (d) Eligible members of the bargaining unit may elect a combination of the options set forth in (b) and (c) to the extent that hours converted or bought back do not exceed the number of hours earned. However, once an employee elects to convert non-occupational sick leave to personal leave, those hours are ineligible for buy-back and will expire if not used by December 31st.
- (e) Hours converted or bought back in accordance with this program will be deducted from an employee’s non-occupational sick leave bank.
- (f) The provisions of this section shall not apply to Personal Leave described in Article 7 Section 7.
- (g) Members of the bargaining unit on approved injury on duty status for more than five (5) days in a calendar quarter will be ineligible to participate in this program for that quarter.

Section 9. Two Shifts Separated by Eight Hours In the event an employee who is scheduled to work two shifts separated by only 8 hours (except for overtime) in a 24-hour period is sick, he/she will be charged for one day sick leave in the first 24-hour period of sickness. If the period of disability exceeds the first 24-hour period, all subsequent shifts will be charged at one day per shift.

Section 10. Fitness for Duty Members of the bargaining unit may be required to submit medical verification of their current ability to perform their essential job functions upon return to work following use of sick leave in excess of five (5) consecutive shifts, or after hospitalization or major surgery.

ARTICLE 11
HEART INJURY, HYPERTENSION AND HEART BY-PASS

Section 1. Employees absent from duty on account of a heart injury except for hypertension and heart bypass surgery shall receive their full weekly compensation during the period of such absence without charging such absence to NOSL until a physician appointed by the town finds the employee fit to return to duty, the employee retires, or the employee ceases employment with the Town.

Section 2. Employees absent from duty on account of hypertension or for heart bypass surgery will be compensated as follows for up to ninety (90) calendar days of absence.

- (a) The Town will match on a one-for-one basis each day of absence. The employee's days will be charged to the employee's accrued NOSL. The Town's match will be in addition to any NOSL the employee has accrued. The Town will only match those days for which the employee has contributed one NOSL day. Not later than 90 calendar days after onset of the absence, the employee will either submit an application for retirement or return to work. Provided, however, that if a physician appointed by the Town is unable to determine that the employee is either fit for duty or is permanently disabled, the Town will continue to match on a one-for-one basis any additional period of absence. Until the Town's physician has made his/her determination, the employee will either return to work or submit his/her application for retirement. If the Town's physician recommends retirement, then, upon submission of the application, the Town will pay full weekly compensation to the employee for a period up to 120 days or until retirement, whichever comes first.
- (b) If the employee exhausts his/her accrued NOSL, the Town Manager may, in her/his sole discretion, grant a further period of paid leave.

Section 3. Medical, hospital, surgical, medicinal or similar bills incurred in the treatment of hypertension or heart bypass operation shall not be deemed to arise out of a work-related injury and will not be paid by the Town except to the extent that the Town contributes to the employee's health insurance premiums. They may be submitted to the applicable health insurance provider for appropriate coverage.

Section 4. Employees, while being compensated hereunder, shall not accrue additional NOSL or vacation time.

ARTICLE 12
INJURY ON DUTY

When a Police Officer is incapacitated for duty because of injury or illness sustained in the performance of duty (including paid detail duty) without fault of his/her own, he/she shall be granted leave without loss of pay in accordance with M.G.L. Chapter 41 Section 111F and will be indemnified for reasonable and customary expenses in accordance with M.G.L. Chapter 41 Section 100, subject to the provisions outlined below and pursuant to the Injury on Duty Policy.

Section 1. Determination of IOD Status The determination of eligibility for IOD status in accordance with M.G.L. Chapter 41 S 111F shall be made by the Town Manager or her/his designee. Prior to the approval of eligibility for benefits under this section, the Police Officer may be placed on non-occupational sick leave. If during the period in which the Town is determining eligibility for injured on duty status the employee exhausts his/her banked non-occupational sick leave, the Town will provide the employee with additional sick leave up to the date of determination. If the request for benefits under this section is approved, the period of the non-occupational sick leave shall be converted retroactively to Injured on Duty status.

Section 2. Physical/Psychological Examinations The Town may require a Police Officer who requests benefits under this section to submit to physical or psychological examinations, at the expense of the Town, prior to being placed on IOD Status. Such examination will be conducted by a physician who is Board-certified or is a specialist in the field which is directly related to the illness/injury for which benefits are sought.

Section 3. Appeals An employee whose claim for benefits under this section is denied by the Town shall have the right to file for arbitration under Article 21 of this Agreement or to file an appeal under the applicable provision of Massachusetts General Law.

Section 4. Accruals Employees receiving benefits in accordance with this section who are on approved IOD status for an entire calendar month shall not be entitled to sick leave accrual for that month.

Section 5. Medical Case Management The Town or its designated occupational health consultant will review all requests for indemnification of medical expenses and will make payment for reasonable and customary charges. Injured employees will be required to provide medical information release forms from all relevant medical providers for injuries/illnesses for which benefits are sought. It is understood that all employee medical information will be kept strictly confidential as provided by state law.

Section 6. Members of the bargaining unit who accept benefits under this Article and in accordance with M.G.L. c. 41 Sections 100 and 111F thereby and forever waive a suit for damages for the same injury against the Town of Needham with the following exceptions: (1) an action to enforce the member's rights under Section 100 or 111F if such right is denied by the Town; (2) any claim for disability retirement benefits; (3) an action brought after the Town has terminated benefits because of an assertion that the injury was not sustained in the performance of duty. There is no waiver of any claim that a member may have against any third party causing the injury other than a claim against the Town.

ARTICLE 13

TEMPORARY MODIFIED WORK PROGRAM

Section 1. Work-related Illness or Injury

- (a) If a physician designated by the Town of Needham determines that a police officer is eligible for temporary modified work, the Chief may assign that police officer to a Temporary Modified Work Program. Failure of the police officer to comply with

the Temporary Modified Work Program may result in suspension of IOD benefits. The physician designated by the Town shall be Board-certified or otherwise be a specialist or have expertise in the relevant area of injury or illness. Any determination that an officer can do temporary modified work shall be made only after a review of the specific duties that the officer will be asked to perform. The Town-designated physician shall give his or her opinion as to whether the officer can perform the specific tasks enumerated.

- (b) If the physician designated by the Town determines that the employee is eligible for temporary modified work, and the employee's physician (who shall be Board-certified or otherwise be a specialist or have expertise in the relevant area of injury or illness), disagrees, the employee, or if the employee so designates, the employee's physician, shall contact the Town's physician within fourteen (14) calendar days of receiving the Town's physician's report. If the employee or the employee's physician fails to contact the Town's physician within fourteen (14) calendar days, the decision of the Town's physician shall be final and binding.
- (c) The Town's designated physician shall confer with the employee or the employee's physician on the question of the employee's ability to perform temporary modified work and they shall attempt to reach agreement. If they agree that the employee can perform temporary modified work, the employee shall be placed on a TMWP. If, after discussion, they fail to reach agreement, they shall jointly select a third physician, who shall be Board-certified or otherwise be a specialist or have expertise in the relevant area of injury or illness. Such selection will be made within 21 days of the original decision of the Town's physician. Failure or refusal on the part of the employee or the employee's physician to cooperate in this selection may void any obligation by the Town to appoint a third physician and the decision of the Town's physician shall be final and binding.
- (d) The Town or its physician shall make an appointment for the employee with the third physician and shall advise the employee of the time, date and place. Except for emergency, the employee shall report to and fully cooperate with the third physician. The report of the third physician must be completed and results received by the Town and the employee within fourteen (14) calendar days of the appointment.
- (e) An election by an employee to utilize the third physician option permitted hereunder shall be a binding election of remedies. Such election shall preclude any right to bring an action or challenge the decision of the third physician, either pursuant to MGL Chapter 41, Section 111F, or pursuant to the grievance/arbitration procedures under this contract. The decision of the third physician shall be final and binding without right of appeal by either party. The cost of the third physician shall be borne by the Town and the Union jointly.
- (f) The provisions of this section shall apply only to questions relating to the determination of eligibility for temporary modified work.

Section 2. Non-Occupational Illness or Injury

Upon release to the Town of the medical reports necessary to make a determination of ability to perform temporary modified work, an employee on NOSL may request a temporary modified work assignment. If the employee's physician determines that the employee is eligible for TMWP, the Chief of Police may assign that employee to a temporary modified work program. The Town shall have the right to require that the employee be examined by a Town-designated physician in order to confirm the employee's ability to return to temporary modified work.

Section 3. General Provisions

- (a) Temporary modified work duties shall be related to law enforcement and shall include, but not be limited to, the following: dispatching, house officer, data entry, report writing, community education, research, and training.
- (b) The Chief of Police, at his or her sole discretion, may limit the number of police officers on temporary modified work plans at any given time. TMWP shall be reviewed on a periodic basis and notice shall be provided to the police officer whether or not the TMWP is to continue. In no event will a police officer be authorized for TMWP in excess of six (6) consecutive months without the advance written approval of the Town Manager or his or her designee.
- (c) The Chief of Police may change the work schedule of the officer if the work assignment clearly requires an alternative shift schedule. Such work shift shall remain only for the period of the TMWP. Schedules will be developed in order to accommodate the officer's need for on-going treatment. No officer regularly assigned to a shift shall be involuntarily reassigned in order to accommodate an employee on Temporary Modified Work Program.
- (d) Police officers on TMWP shall not be eligible for any overtime (excluding court time) or detail assignments except in extraordinary circumstances with the advance approval of the Chief of Police or his or her designee.

ARTICLE 14 BEREAVEMENT LEAVE

Section 1. Bereavement leave without loss of regular straight time pay for normally scheduled working hours, not to exceed five (5) consecutive days per occurrence shall be granted to members of the bargaining unit on account of a death in the immediate family of the employee, provided that certification of death is satisfactory to the Chief of Police.

Section 2. For the purposes of this section, immediate family shall be defined as the parents of the employee, spouse, parents of spouse, children, grandparents, and brothers and sisters of the employee.

Section 3. Bereavement Leave of one day may be allowed on account of the death of a brother-in-law, sister-in-law, aunt or uncle of the employee.

ARTICLE 15
VACATION LEAVE

Section 1. Vacation

(a) Employees will be credited with vacation leave on the first day of the calendar year for use during that calendar year. Employees who are on unpaid leave status shall have their vacation adjusted in accordance with Article 7, Leaves of Absence.

(b) Vacation Leave will be granted as follows:

Length of	Vacation Leave Allowance
<u>Continuous Service</u>	<u>As of January 1</u>
Less than Five Years:	14 Days
Five to Ten Years	21 Days
Ten or More Years	28 Days

(c) Transition Year Rate Vacation leave allowance rates will be adjusted on the first day of the calendar year in which an employee will be eligible for additional vacation leave.

(d) Vacation Carry Over Employees shall not be allowed to carry unused vacation from one calendar year to the next.

(e) Employee Termination When employment is terminated for any reason, the employee shall be entitled to receive payment for that portion of his/her vacation accumulation not yet taken for the current calendar year, subject to adjustment in accordance with Article 7, Leaves of Absence.

(f) New Employees New employees shall be granted a proportionate amount of vacation as the number of full calendar months to be worked in the current year bears to the full calendar year.

Section 2. Vacation Buyback Effective July 1, 2015, upon the request of any employee who has twenty (20) or more years of service, the Town shall buy back up to five (5) days of accumulated, unused vacation leave annually. Eligible employees wishing to have vacation leave bought back in any year shall so advise the Chief of Police and the Director of Human Resources in writing by December 31st of the prior year for the next succeeding year and the Town shall pay out the vacation leave by January 31st of said next succeeding year. The determination as to whether payments for the buyback of vacation leave under this provision shall be considered regular compensation shall be made pursuant to M.G.L. Chapter 32 and associated regulations.

ARTICLE 16
CLOTHING ALLOWANCE

(a) Each member of the bargaining unit shall be provided with an appropriate uniform as determined by the Chief at the inception of his/her initial employment. Thereafter, each

member of the bargaining unit shall be provided with a uniform allowance in the amount \$1,400 effective July 1, 2016 and \$1,500 effective July 1, 2017. Effective July 1, 2016 the uniform allowance shall be rolled into each officer's base pay at each step of the pay scale. It is understood that payment of the clothing allowance and cleaning allowance in the form of salary will not relieve members of the bargaining unit from their responsibility of being presentable and properly equipped at all times as determined by the Chief or a designee.

- (b) Uniform items will be replaced by the Town upon a determination by the Chief of Police that said items have been rendered unfit by exposure to contaminants or hazardous materials, or have been otherwise damaged in the line of duty. Such replacements will be provided within 30 days to the extent feasible.
- (c) There shall be a Uniform Committee of the Needham Police Department. The composition of said uniform committee shall be six members, three of which shall be appointed by the Chief (and may include the Chief), and three of which may be appointed by the union. The committee shall meet for the purpose of considering and making recommendations to the Chief of Police on the uniform and equipment to be worn by all members.

ARTICLE 17

SPECIAL DEPARTMENTAL ASSIGNMENTS AND OTHER DETAILS

Section 1. There are occasions when special Police assignments are sought to be filled on a voluntary basis. These various voluntary assignments may be conveniently classified as follows:

- (a) Departmental additional detail assignments are those within the department which consist of substitution by one officer for another due to inability to perform a regular scheduled assignment, such as leave, vacation or other authorized leave of justified absence from duty.
- (b) Additional detail assignments but outside of the department consists of (1) those performed for another Town department and paid from the Police budget and (2) those performed for another Town department and paid from that department's budget or a private organization or individual.

Section 2. All assignments within the definition of Section 1, paragraph (a) and (b) (1) shall in the first instance be offered by the Chief or officer acting for the Chief to those Needham Police Officers who are willing to volunteer and the Chief will endeavor to maintain on an evenly distributed and rotating basis consistent with the right to volunteer concept. In the absence of a volunteer being available, the Chief reserves the right to assign the detail to any eligible officer available to serve.

Section 3. All other special details and assignments as herein defined shall in each instance be offered by the Chief or officer acting for the Chief to those Needham Police Officers who are willing to volunteer and the Chief will endeavor to maintain on an evenly distributed and rotating basis consistent with the right to volunteer concept. All such assignments, unless the Chief finds just cause to treat otherwise, shall be deemed to be outside of the public service for which such officers were employed.

Section 4. It has been determined by the Chief of Police, with the approval of the Town Manager to the extent legally required, that it is the policy of the Chief of Police to permit and allow additional detail assignments outside of the department to be voluntarily worked as herein authorized, provided that the physical capacity and well being of the individual officer, within the judgment of the Chief of Police, is not impaired or such work does not adversely effect the performance capability during regular tours of duty or official duties when assigned by the Chief.

Section 5. In no event shall any additional detail assignments be performed without the prior approval of the Chief/designee in part due to the following:

- (a) It is the duty and responsibility of the Chief to protect the interest of the Town to see that certain risks and liabilities are adequately assumed by appropriate private organizations or individuals or as determined by the Chief.
- (b) The fiscal responsibility of the Chief and the Finance Department to comply with the provisions of G.L. Chap. 44, Sec. 53C accepted under Article 20 of the 1973 Annual Town Meeting.

Section 6. Private Detail Rates

Basic Rate	\$55.00
Strike Rate	1.5 times the Basic Rate

The final determination regarding the classification of a detail assignment will be made by the Town. The word “strike” shall include any private detail hired because of actual or potential labor unrest or dispute, including strikes, lock-outs, or labor-related picketing.

Section 7. Town Detail Rates Details worked for the Town of Needham shall be paid according to the following schedule:

Basic Rate	\$48.00
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For the purposes of this section relating to the appropriate payment rate, Town details shall be defined as work performed at the request of a Town department, excluding work performed by outside contractors.

Section 8. Special Detail Worker The Town reserves the right to create the positions of Special Detail Worker 1 and Special Detail Worker 2.

- (a) Special Detail Worker 1 pay rates will be established on Schedule C in accordance with the Town’s Compensation Plan.
- (b) The title Special Detail Worker 2 shall apply only to retired Needham Police Officers (receiving a pension from the Needham Contributory Retirement System). The Town Manager will recommend a rate differential between the Needham basic detail rate and the Special Detail Worker 2 rate not to exceed \$7 per hour.

- (c) Special Detail Workers shall be civilian, non-sworn personnel, and shall be limited to Public Safety Dispatchers, Animal Control Officers, Maintenance Worker/Custodians, and Traffic Supervisors employed by the Town of Needham, and retired Needham Police Officers (receiving a pension from the Needham Contributory Retirement System). Special Detail workers shall be eligible to be assigned special details as defined in Section 1 (b) above, in accordance with the following:
1. Private Details All detail assignments as defined in Section 1(b) shall first be offered to Needham Police, then to sworn Police Officers from communities which have entered into Mutual Aid Agreements with the Town of Needham and which have been authorized by the Chief of Police to work detail assignments, and then to Special Detail Workers.
 2. Town Details
 - (a) For the purposes of this section, and the determination of the priority order of employees working details, Town details shall be defined as details worked at the request of a Town department, including work performed by contractors for Town-funded projects.
 - (b) Town details performed on roads which are not designated as "primary arterial" or "minor arterial" roads, shall first be offered to Needham Police Officers, then to Special Detail Workers, then to sworn Police Officers from communities which have entered into Mutual Aid Agreements with the Town of Needham and which have been authorized by the Chief of Police to work detail assignments.

Section 9. Administrative Fee The Town of Needham reserves the right to assign an administrative fee to the extent authorized by state law on non-Town details, excluding details worked pursuant to Town contracts.

Section 10. Special Fund To ensure expeditious payment of outside detail monies earned, the Town shall establish and maintain a special fund of ten thousand dollars (\$10,000) for payment of outside detail monies as authorized by Massachusetts General Law, Chapter 44, Section 53C. Payment of such monies owed will thereafter be made within three (3) weeks from the date on which such detail was performed.

Section 11. Officers working paid details shall be guaranteed a minimum of four (4) hours pay. Officers working details beyond four (4) hours shall be guaranteed four (4) hours additional pay for hours worked between four (4) and eight (8) hours. Hours worked beyond eight (8) hours shall be paid on an hour for hour basis. Those details which last for more than eight (8) hours of continuous duty by the officer shall be paid at an additional half time for all hours or a portion thereof, worked in excess of eight (8) hours.

ARTICLE 18

NO STRIKE CLAUSE

Recognizing that it is specifically provided in Chapter 150E of the General Laws to be unlawful for any employee of the Needham Police Union to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services, the Police Union agrees that neither it nor its officers or representatives will call, instigate, authorize, sanction or ratify any strike, slowdown, or stoppage of work by employees of the Needham Police Union.

ARTICLE 19

STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. The failure of the Town or the Police Union to insist, in any one or more instances upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or of the Police Union to future performance of any such term or condition, and the obligations of the Police Union or of the Town to such future performance shall continue in full force and effect.

ARTICLE 20

SETTLEMENT OF GRIEVANCES

Section 1. A grievance is an employee's expressed feeling of dissatisfaction, presented in writing, concerning aspects of his/her employment or working conditions, which has not been resolved to the employee's satisfaction through informal discussion with his/her immediate superior. Such grievances may relate to the interpretation or application of, or compliance with, any of the provisions of said Agreement. Grievances of the employees shall be advanced to the Town by the Police Union, but nothing in this Article shall prevent individual employees from presenting their own grievances, and any settlement of such individual grievances shall not be inconsistent with the terms of this Agreement.

Section 2. The Town and the Police Union expect employees and supervisors to make a sincere effort to reconcile their differences. The following procedures are established for settlement of grievances:

The employee's grievance must contain the following information:

- (a) a statement of the grievance which cites that part of the Agreement which has been violated, or the circumstances which gave rise to the grievance;
- (b) a statement of remedial action or relief sought;
- (c) evidence (documentary, if available) to support the grievance; and
- (d) a statement of reasons why the aggrieved believes that the remedy should be granted.

Section 3. Step One The employee, or the Police Union, must notify his/her supervisor within fourteen (14) business days (Monday through Friday) after the occurrence of the matter which gave rise to the grievance. The supervisor must make his/her decision within five (5) business days after receipt of the grievance unless it is mutually agreed by the participants that additional time to answer will be allowed.

Section 4. Step Two Should the grievance remain unsettled, the employee or the Union must present it to the Chief of Police within five (5) business days after the decision of the supervisor is rendered or due. The Chief of Police will issue a decision within fourteen (14) business days (Monday through Friday) of his or her receipt of the grievance, unless it is mutually agreed by the participants that additional time to answer is allowed.

Section 5. Step Three Should the grievance remain unsettled, the employee or the Union must present it to, the Director of Human Resources within ten (10) business days after the decision of the Chief is rendered or due, otherwise the matter will be considered resolved. The Director of Human Resources shall make his/her decision within fifteen (15) business days after receipt of the grievance unless it is mutually agreed by the participants that additional time to answer is allowed.

Section 6. Step Four Should the grievance remain unsettled, the employee or the Union must present it to, the Personnel Board within ten (10) business days after the decision of the Director of Human Resources is rendered or due, otherwise the matter will be considered resolved. If, after its own investigation, the Personnel Board agrees with the decision of the Director of Human Resources the Personnel Board will issue a decision.

- (a) If the Personnel Board determines that it will require additional information before issuing a decision, it will convene a meeting of the Joint Resolution Committee (JRC). The JRC will be comprised of two (2) members of the Personnel Board and the Town Manager.
- (b) The JRC shall present its findings to the Personnel Board. Two (2) affirmative votes of the JRC will be required to overturn the decision of the Director of Human Resources (Step 3)
- (c) The Personnel Board will issue a decision within thirty (30) business days of the receipt of the grievance by the Director of Human Resources . The time-frames in this section may be extended at the agreement of the parties.

Section 7. Arbitration

Should the Union request arbitration, the grievance shall be submitted to an arbitrator selected by the parties within ten (10) business days of receipt of the Step Four decision, otherwise the matter will be considered to be resolved.

- (a) If the parties cannot agree on the selection of an arbitrator within ten (10) business days, the Union may request the American Arbitration Association to appoint a

neutral arbitrator to arbitrate the grievance in accordance with its rules and regulations.

- (b) The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearings shall be shared equally by the Union and the Town, but each party shall bear the expenses of its representatives, participants, witnesses and for the preparation and presentation of its own case. The obligation of the Town and its agents under the terms of this section shall be limited to those obligations which the Town and its agents may legally undertake, and in no event shall any present or future member of the Select Board or Personnel Board, or a present or future Town Manager have any personal obligation for payment under the provisions of this contract.
- (c) The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Collective Bargaining Agreement.
- (d) The award of the arbitrator shall be final and binding on the parties, provided it shall be one such as is permitted by the laws and regulations of the Commonwealth of Massachusetts, applicable to the Town and the employees of the Police Union.
- (e) No employee shall have the right to require arbitration, that right being reserved to the Town and the Police Union.

ARTICLE 21

SEPARABILITY AND SUBORDINATION TO EXISTING LAW

Should any of the provisions of this Agreement become invalid or should their efficacy become doubtful or questionable because of existing federal or state legislation, a Town Charter, a Civil Service rule or regulation, a decision by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

In the event that this Agreement or any part of provision thereof conflicts with any State or Federal law, or Town Charter, this Agreement or any such part or provision thereof shall be subordinate to any such State or Federal law, ordinance, or Town Charter as long as such conflict remains.

Nothing in this Agreement shall diminish the authority and power of the Civil Service Commission, any Retirement Board, Town Manager, or Select Board established by law.

ARTICLE 22

EFFECT OF AGREEMENT

Section 1. This Agreement contains and constitutes the entire Agreement between the Town and the Police Union arrived at as a result of collective bargaining. No amendment, extension, or alteration of this Agreement and no other Agreement between the parties hereto which is inconsistent with the terms hereof shall be effective or enforceable unless it is in writing and signed by the parties hereto.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Police Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement.

Section 3. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

Section 4. No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

Section 5. Where this Agreement requires the appropriation of funds or other vote on the part of the Town to effect the carrying out of any provision hereof, to that extent this Agreement is subject to such action as may be taken by the Town Meeting pertaining to the required appropriation or other vote.

ARTICLE 23

WAGES

Section 1. Wage Schedules

FY2020 - Effective July 1, 2019

GRADE	MINIMUM	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
P-2			\$34.35	\$35.63	\$37.01	\$38.44	\$39.21	\$39.98	\$40.79
P-1	\$24.00	\$25.15	\$26.37	\$27.65	\$29.00	\$30.42	\$31.89	\$32.53	\$33.17

FY2020 - Effective January 1, 2020

GRADE	MINIMUM	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
P-2			\$34.69	\$35.99	\$37.38	\$38.82	\$39.60	\$40.38	\$41.20
P-1	\$24.24	\$25.40	\$26.63	\$27.93	\$29.29	\$30.72	\$32.21	\$32.86	\$33.51

FY2021 - Effective July 1, 2020

GRADE	MINIMUM	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
P-2			\$35.73	\$37.07	\$38.50	\$39.98	\$40.79	\$41.59	\$42.44
P-1	\$24.97	\$26.16	\$27.43	\$28.77	\$30.17	\$31.64	\$33.18	\$33.85	\$34.52

Section 2. Rates of Compensation An employee's weekly rate shall be his/her annual rate divided by 52. Notwithstanding the fact that the Police Officer's regular work week may be less than 40 hours, the hourly rate shall be calculated by dividing the weekly rate by 40 hours. The overtime rate shall be calculated at time and one half the hourly rate.

Section 3. EMT Pay All registered Emergency Medical Technicians (EMTs) shall be granted additional compensation of 4.5% of annual base salary, to be paid weekly, upon proof of

certification or re-certification. Upon proof of recertification the Town will reimburse EMTs for the bi-annual recertification fee not to exceed \$150.00.

Section 4. Rank Differential Sergeants shall be paid 22.9% above the basic rates of Police Officers as shown in Section 1, Wage Schedules, above.

Section 5. Night Differential

- (a) Members of the bargaining unit regularly assigned to a shift configuration including evening or midnight shifts, as designated by the Chief of Police, shall receive night differential as a percentage of base salary in accordance with the following schedule: Four evening or midnight shifts: 6%; three evening or midnight shifts: 4.5%; two evening or midnight shifts: 3%, one evening or midnight shift: 1.5%. Effective July 1, 2017, said amounts shall increase to 7%, 5.5%, 4%, and 2.5% respectively.
- (b) Members of the bargaining unit assigned to midnight shifts will be entitled to the midnight differential pay, in addition to night differential pay referred to in section (a): One midnight shift-- \$10 per week; two midnight shifts -- \$15 per week, three or more midnight shifts -- \$20 per week.

Section 6. Longevity In addition to the step-rate increases or advancement provided above there shall be added to the annual compensation of each full-time employee in the bargaining unit .5% of base salary after completion of each and every five years of full-time employment except that at the completion of 19 years of full-time employment each such employee shall receive 1% of base salary for each and every five years of full-time employment. Interruption of such employment for the purpose of performing military service shall not be deemed to break the continuity of service with the Town in calculating benefits payable under this paragraph, provided that no employment other than military service is entered into by the employee during the period of said interruption. Subject to the approval of the Town Manager, a full-time employee whose employment has been interrupted through no fault of his/her own and who has been subsequently reinstated to full-time employment, may be given credit for longevity purposes for such prior town service.

Section 7. Armorer Effective July 1, 2011, an additional \$62.50 per month when assigned to and performing the duties of Armorer as designated by the Chief of Police.

Section 8. Fire Arms Instructor Effective July 1, 2011, an additional \$62.50 per month when assigned to and performing the duties of Fire-Arms instructor as designated by the Chief of Police.

Section 9. Health Incentive Pay A \$10 per week health incentive will be paid to all officers who meet the weight to height standards or percentage of body fat standards set by the United States Army and accepted by the Massachusetts Police Training Council.

To be eligible for this health incentive, each officer must submit to a height and weight measurement to be conducted by a Town Public Health Nurse either by appointment or during

established nursing hours as set by the Board of Health. The results of the test shall be forwarded by the Public Health Nurse to the Director of Human Resources and the Chief of Police. The Town will require re-testing at six month intervals.

Any officer failing to pass the test initially may at any time arrange to have said test taken, and may have such test taken as often as requested but in no event more than one time per month.

Any officer failing to pass the height and weight standards test may choose to submit to a "skin fold" or fat content test. Such test is to be administered by a person or agency approved in advance and at no cost to the Town. The results of the fat content test shall be forwarded to the Director of Human Resources and the Chief of Police. For the purposes of eligibility for payment under this Section, an officer must meet the "Fitness" level in accordance with the following standard:

<u>Classification</u>	<u>Women (% fat)</u>	<u>Men (% fat)</u>
Essential Fat	10% – 13%	2% – 5%
Athletes	14 %– 20%	6 %– 13%
Fitness	21% – 24%	14 %– 17%
Average	25% – 31%	18 %– 24%
Obese	32% and higher	25% and higher

Section 10. Payroll Date The parties agree that the payroll distribution date is Friday.

Section 11. Hiring above the Minimum Entrance Rate With prior approval of the Town Manager, the Chief of Police may appoint Police Officers, who transfer or are re-employed from other full-time police departments and who have completed the required Police Academy training, at a step rate higher than the minimum entrance rate. This decision shall not be grievable. The step at which the Police Officer is hired shall be based on the number of complete years of experience he or she has served as a full-time Police Officer, education, references, job responsibilities and experience, and other factors deemed by the Chief of Police to reflect the level of proficiency. Police officers appointed under the open competitive civil service certification process are not eligible for the benefits outlined in this section.

Section 12. Detective A stipend in the amount of \$3,000 per year, paid weekly, shall be paid to the members of the bargaining unit who are assigned to and performing the duties of Detective as designated by the Chief of Police.

Section 13. Patrol Supervisor A stipend in the amount of \$1,000 per year, paid weekly shall be paid to the members of the bargaining unit who are assigned to and performing the duties of Patrol Supervisor as designated by the Chief of Police.

Section 14. Principal Prosecuting Officer A stipend in the amount of \$1,600 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Principal Prosecuting Officer as designated by the Chief of Police.

Section 15. Community Service Officer A stipend in the amount of \$900 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Community Service Officer as designated by the Chief of Police.

Section 16. CAD Officer/House Officer Differential A \$1 per hour differential will be paid on a per shift basis to that CAD-trained Police Officer assigned to work the dispatch area or, in the absence of a CAD trained Police Officer working the dispatch area, to that Police Officer assigned as a so called "House Officer," by the Chief of Police. In the event that a CAD-trained Police Officer is assigned to work the dispatch area and a House Officer is assigned on the same shift, the two shall split the \$1 per hour differential. Such differential shall not be paid for periods of less than four (4) hours. Nothing in this Article shall be deemed to impose any obligation on the Chief to assign anyone as a CAD or House Officer and any such assignment shall be at the sole discretion of the Chief.

Section 17. Defibrillation Differential It is understood that the differential for certification in defibrillation has been incorporated into base pay. Certification in defibrillation is mandatory and is considered a condition of employment.

Section 18. School Resource Officer A stipend in the amount of \$900 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of School Resource Officer as designated by the Chief of Police.

Section 19. School Attendance Officer The Chief of Police may nominate a member of the bargaining unit to serve as the School Attendance Officer. If appointed, the School Attendance Officer will serve from September 1 of one year to August 31 of the next and the annual stipend established by the School Committee will be paid in equal weekly installments.

Section 20. Administrative Sergeant A stipend in the amount of \$1,000 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Administrative Sergeant as designated by the Chief of Police.

Section 21. Motorcycle Officer Effective July 1, 2011, an additional \$62.50 per month when assigned to and performing the duties of Motorcycle Officer as designated by the Chief of Police.

Section 22. Car Seat Installer Effective July 1, 2011, an additional \$62.50 per month when assigned to and performing the duties of Car Seat Installer as designated by the Chief of Police.

Section 23. 401A Retirement Plan Effective January 1, 2014, the Town will contribute up to \$500 annually in a two for one match to a 401A Retirement Plan. For every \$2 contributed by the employee to his or her town-sponsored 457 Deferred Compensation plan, the Town will contribute \$1 to a 401A Deferred Compensation Plan.

Section 24. Animal Control Stipend A stipend in the amount of \$300 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Animal Control Substitute, as determined by the Chief of Police.

The Union acknowledges that the right to assign, or not to assign, special assignments is at the exclusive prerogative of the Chief of Police.

ARTICLE 24
EDUCATIONAL INCENTIVE COMPENSATION

Section 1. Educational Committee

There shall be established an Educational Committee (hereinafter referred to as the Committee) comprised of the Chief of Police, the Director of Human Resources , and a member of the Needham Police Union designated by the Union President. It shall be their responsibility to supervise and implement the programs listed below. They shall have the following responsibilities:

- (a) Certification of credit after submission of proof by an officer and authorization for payment of incentive pay.
- (b) Establishing of in-service training courses.
- (c) Approval of payment of Career pay upon completion of courses.

In the event a question arises over the approval of a course, the officer has the right to appeal to the Town Manager for a final and binding decision.

Section 2. Educational Incentive

- (a) Effective July 1, 1998, Police Officers must qualify under MGL Chapter 41, Section 108L in order to receive Educational Incentive Pay.
- (b) In the event that the Commonwealth should fail to reimburse the Town, in whole or in part, for its share of MGL Chapter 41, Section 108L Educational Incentive Pay, the Town will fully absorb the total cost and make payment accordingly unless and until the parties agree to change the provisions of Article 24 of the Agreement. Payment of educational incentive pay will be restricted to:
 - (i) Officers who are already receiving the educational incentive pay for qualifying degrees; and
 - (ii) Officers, appointed prior to July 1, 2009, who have begun to accumulate points pursuant to said section 108L of said Chapter 41 of the General Laws as of September 1, 2009, who shall be allowed to accumulate the maximum number of points permissible; and
 - (iii) Any officer who laterally transfers to the Needham Police Department, or is re-hired from the Civil Service lay-off list to the Needham Police Department, who was already being compensated for a qualifying degree pursuant to MGL Chapter 41, Section 108L.

In the event that the Legislature should eliminate or amend MGL c. 41, Section 108L, the Town of Needham will continue to pay educational incentive pay to eligible employees as set forth in number 3, above, in accordance with the provisions of MGL c 41, Section 108L in effect on September 1, 2009, including 10% for a qualifying Associates degree, 20% for a qualifying Bachelor's degree, and 25% for a qualifying Master's degree

- (c) Effective July 1, 2012, members of the bargaining unit appointed after July 1, 2009 and who are not eligible to receive educational incentive pay in accordance with M.G.L. c. 41 Section 108L and in accordance with Sub-section (b) shall be eligible for the following:

For a qualifying Associate's Degree	7.5% per year, paid weekly
For a qualifying Bachelor's Degree	15% per year, paid weekly
For a qualifying Master's or Law Degree	15% per year, paid weekly

For the purposes of this Sub-section, "qualifying degree" shall be defined as that which would be qualifying under M.G.L. c. 41 Section 108L.

Section 3. In-Service Training

An in-service training program shall be conducted within the Police Department. The program shall provide a minimum of 60 hours off-duty training. To be eligible for the transitional career incentive pay, an officer must satisfactorily complete 40 hours of off-duty in-service training for which he/she will be paid time and one-half his/her rate of pay in effect at the time of the training session. Credit for courses, which would be duplication of courses received elsewhere may be allowed by the committee upon written submission of proof of attendance by the individual desiring to receive such credit for other than in-service courses.

Nothing in this section shall affect on-duty training for which no extra compensation shall be paid.

Section 4. Transitional Career Incentive Pay

- (a) Police Officers employed by the Needham Police Department before September 1, 2009, who do not receive educational incentive pay and who each year satisfactorily complete 40 hours of in-service training, or its equivalent as determined by the Committee, shall be paid career incentive pay as follows:

For the fiscal year in which the 5 th through 9 th service anniversary occurs:	\$ 500
For the fiscal year in which the 10 th through the 19 th service anniversary occurs:	\$1,250
For the fiscal year in which the 20 th or longer service anniversary occurs:	\$2,300

- (b) Such payments shall be in lump sum increments as determined by the committee and shall be rendered on any reasonable date after July 1 and after the completion of the in-service training yearly.
- (c) Any incentive pays referred to in Article 24 Section 4 shall not be used to compute holiday or overtime rates.
- (d) It is agreed and understood that there shall be no duplication of incentive pays referred to in this Article.

ARTICLE 25
DISCIPLINE, DISCHARGE, AND EMPLOYEES' PERSONNEL FILES

Section 1. No bargaining unit employee shall be disciplined or discharged without just cause.

Section 2. Bargaining unit employees shall be informed in writing of any and all pending charges. Employees shall have the right, upon request, to have an attorney and/or a union representative to represent him/her and to be present during the disciplinary proceeding.

Section 3. No disciplinary action will be taken by the Chief against any officer on a civilian complaint until the officer has been charged in writing and given the opportunity to respond to the complaint.

Section 4. Any letter of reprimand placed in an employee's file shall be subject to review after a period of two years and if at that time the employee has received no further letter of reprimand or has not been found guilty of any violation of the Needham Police rules and regulations and policy procedures, the letter of reprimand shall be removed from the employee's personnel file.

Section 5. An employee may inspect his/her own personnel file during normal business hours upon reasonable notice to the personnel office and in the presence of a member of the personnel office. An employee shall at any time have the right to respond to any reprimand or other unfavorable material contained in his/her personnel file, and such response shall be inserted in the personnel file, where it shall remain as long as does the unfavorable material.

ARTICLE 26
INDEMNIFICATION

The Town shall indemnify and hold bargaining unit employees harmless from any liability arising from their acting within the scope of their employment. In the event that an application for a criminal complaint is made against an officer for action taken in the performance of his/her duty and the officer is found not guilty or the application for the criminal complaint against said officer is denied, the Town will reimburse the officer for legal fees incurred up to \$1,000 for the hearing on the application for complaint, up to \$5,000 for a district court trial and up to \$10,000 for a superior court trial or federal district court trial. In the event that the legal fees exceed the above-stated limits, the Town Manager may in her/his sole discretion recommend approval of payment of additional fees.

ARTICLE 27
LAY-OFFS AND RECALL

Section 1. Lay-offs shall be made in accordance with the provisions of the Civil Service Law, as amended, or successor law or act. In the event that, for any reason, the Civil Service Law, or successor law or act shall not apply, then lay-offs shall be made by seniority. For purposes of this paragraph, seniority shall be determined by date of permanent appointment to the Department. Subsequent recall shall take place on the same basis.

Section 2. Recall/Reinstatement Benefits

In the event that a Police Officer is laid off and reinstated in accordance with the provisions of Civil Service Law, he/she shall be entitled to the following benefits upon return:

- (a) Seniority Seniority shall be determined by Civil Service Law.
- (b) Longevity The recalled officer shall be entitled to receive credit for prior service for the purposes of longevity payment. The Officer's anniversary date for the purposes of longevity payment shall be adjusted by the number of calendar days the Officer was separated from his/her permanent position.
- (c) Sick Leave The recalled Officer shall be credited with his/her non-occupational sick leave bank as of the time of the lay-off. The Officer shall not accrue sick leave during the period that he/she was separated from his/her permanent position.
- (d) Vacation The recalled Officer shall be granted credit for prior service for the purposes of vacation. The Officer shall not be entitled to vacation for the period that he/she was separated from his/her permanent position. Upon re-hire, the Officer shall be granted a proportionate amount of vacation as the number of full calendar months to be worked in the current year bears to the number of calendar months in a year. Partial vacation days shall be rounded up to the closest whole number.
- (e) Step Raises The recalled Officer shall be reinstated at the step rate in which he/she was paid at the time of the lay-off. The Officer's next step date shall be adjusted by the number of calendar days that he/she was separated from his/her permanent position.

ARTICLE 28 DURATION OF CONTRACT

This Agreement shall continue in full force and effect to midnight, June 30, 2021 and shall be subject to re-negotiations for the period beginning July 1, 2021 as hereinafter provided. Until such time as the Town and Police Union re-negotiate a mutually satisfactory contract, the terms of the within Agreement shall remain in full force and effect.

Upon receipt of such notice, the parties shall make mutually satisfactory arrangements to engage in negotiations leading to a settlement of issues raised by such notice. Nothing in this Article shall preclude either the Town or the Police Union from modifying any proposals made during the course of the negotiations.

ARTICLE 29 CAFETERIA PLAN

The Town shall institute a so called "cafeteria plan" in compliance with state law and the Internal Revenue Code. The parties agree that any reasonably incurred administrative expenses will be paid by those employees participating in said plan. The Town, at its sole option, may terminate non-health insurance cafeteria plans on a Town-wide basis, with 60 days' notice.

ARTICLE 30
MISCELLANEOUS PROVISIONS

Section 1. Beneficiary of Monies Due in Case of Death In case of death of a member of the bargaining unit while employed, any wages, including but not limited to sick leave buy back and vacation, shall be made payable to the deceased in accordance with IRS regulations.

Section 2. Court Appearances Should an officer be required to appear in court on a "short day" beyond 12:00 noon, he/she shall be permitted to take four hours minimum pay and come to work three hours after the start of his/her normal tour of duty, provided he/she notifies the officer in charge on duty at the time he/she exercises this option.

Section 3. License to Carry Firearms The Town shall pay the license to carry firearm fee for all employees required to carry a firearm.

Section 4. Promotional Examinations

- (a) The Town Manager will notify the Human Resources Division to conduct Sergeant and Lieutenant promotional examinations at regular intervals not to exceed two (2) years.
- (b) **Rank of Lieutenant or Higher** The Union agrees that the Town may change its method of selecting candidates for promotion to the rank of Lieutenant and higher, and, to the extent that the title of Chief of Police remains subject to the provisions of M.G.L. c. 31 (Civil Service), the rank of Chief of Police. The determination of the appropriate method of selection shall be the exclusive prerogative of the Town Manager, consistent with state law and the HRD rules and regulations in effect as of July 1, 2003. The Town will notify the Union one year prior to the examination date if a change will be made to the selection methodology used in the establishment of the previous list, and shall not be required to bargain further over the selection methodology.
- (c) **Rank of Sergeant** The Town is authorized to use the assessment center option under delegation from and pursuant to the requirements of HRD and testing standards generally accepted in the field for promotional purposes to the rank of Sergeant, provided that any such option shall contain, in addition, the following components:
 - 1. The written exam component will be the written examination administered by the Human Resources Division. A list of all materials to be covered by the written exam, along with a list of recommended study materials, shall be provided to all members of the Department eligible to participate therein no later than six (6) months prior to the date of the exam or as soon as issued by the Human Resources Division. The written exam shall constitute forty percent (40%) of an applicant's final exam score.

2. The nature of the assessment center component of the test shall be determined by subject matter experts selected by the vendor to be relevant and material to the performance of the rank of Sergeant. The assessment center component shall constitute forty percent (40%) of an applicant's final test score.
3. Training and experience shall constitute twenty percent (20%) of applicant's final test score, and shall follow standard civil service protocols. Two (2) points are credited for Veteran's service or 25+ years of service as applicable in accordance with state statute.
4. The vendor will be procured and selected by the Town of Needham following its standard procurement process. The chosen vendor will be responsible for the administration of the Assessment process.
5. The vendor will ensure that the scoring of all applicants for each test component will be identity blind so that the officer's performance will be the sole criteria used for scoring.
6. The vendor selected to produce the assessment center component of the exam will provide orientation on the types of assessment center exercises comprising the exam to all interested test applicants in advance of the testing in a manner that is fair and equal for all such applicants and at no cost to the applicants.
7. All assessment center exercises shall be video-recorded, and the Town shall preserve all such recordings for at least the two-year interval between each promotional exam. The video-recording of an officer who elects to appeal his/her score on the assessment center component of the exam shall be made available to such officer upon request for review and possible use in the civil service appellate process reasonably in advance of the deadline for appeal.
8. All officers retain their rights of appeal under civil service law with respect to the promotional process.

Section 5. Funeral Expenses The Town will pay an amount not to exceed \$5,000 for the funeral expenses of a Police Officer killed in the line of duty. This section shall apply to an officer who, while in the performance of his/her duty and as a result of incident, accident or violence is killed or sustains injuries which are the direct and proximate cause of death. The presumptions created by M.G.L. Chapter 32 sections 94, 94A, and 94B shall not apply for the purposes of this section.

Section 6. Non-Discrimination Neither party will discriminate against any employee or applicant for employment by reason of his or her race, sex, age, color, religion, national origin, sexual orientation, or disability.

Section 7. Vehicle Use Incorporated herein by reference and considered an integral part thereof is the Town of Needham Vehicle Use Policy dated October 2, 2013, amended as follows:

- (a) Section V(B) is amended by striking the words "Department Manager" and "Town Manager" and inserting in place thereof the words "The Chief of Police or his or her designee."
- (b) Section V(D)(10) is amended by striking the words "Town Manager" and inserting in place thereof the words "Officer in Charge."
- (c) Section V(D)(2) is amended by inserting the words "except as otherwise permitted hereunder or in extenuating circumstances." at the end of the last sentence.

Section 8. Drug and Alcohol Testing Policy Incorporated herein by reference and considered an integral part thereof is the Needham Police Department Drug and Alcohol Testing Policy dated January 19, 2017; Appendix A

Section 9. Legislative Changes to Pension System The parties agree to reopen the collective bargaining agreement to discuss the impact of any changes resulting from any legislative changes affecting the pension system..

Section 10. Body Armor Policy The Union agrees to implement and incorporate by reference the Needham Police Department Body Armor Policy, dated July 1, 2012.

Section 11. Residency Members of the bargaining unit may establish residency in a city or town whose perimeter is within 20 miles of the perimeter of the Town of Needham.

Section 12. Direct Deposit The Town is authorized to require that all members of the bargaining unit participate in the direct deposit program. **The Town is authorized to eliminate the distribution of hard copy advice of deposit notices.**

Section 13. Cruiser/Body Cameras The parties agree to establish a joint labor/management committee consisting of three members of the bargaining unit and three members appointed by the Town Manager. The Committee will review policies and procedures with respect to cruiser cameras and body cameras and make a recommendation to the Town Manager and the Chief of Police relative to use of those devices in the Town of Needham by June 1, 2017. It is agreed that there will be no implementation of any camera policy without mutual agreement between the Town and the Union to the terms and conditions under which they will be used, except as otherwise mandated by State or Federal law.

Section 14. Injury on Duty Policy Incorporated herein by reference and considered an integral part thereof is the Town of Needham Injury on Duty Policy – Police (#412) dated November 1, 1994.

Section 15. Performance Evaluation

Section 1. The Needham Police Department performance evaluation program has been developed to accomplish several goals: to continuously improve the effectiveness and efficiency of Town

services; to provide an opportunity for two-way communication and planning between employees and supervisors; to assist employees in increasing the effectiveness of their job performance; and to serve as the basis of acknowledging employees' accomplishments and recognizing employees' potential need for guidance, training, and/or support. This policy applies to all members of the bargaining unit hired after July 1, 1997.

Section 2. The evaluating supervisor (Lieutenant for Sergeant, or Sergeant for Police Officer, as designated by the Chief of Police) is expected to hold a private meeting with each of their employees to discuss the employee's performance over the preceding year. Evaluations will be placed in employees' official personnel files and will be kept confidential.

Section 3. Employees subject to this evaluation system will be given a blank copy of the evaluation form at least two weeks prior to the evaluation meeting and will be encouraged to submit any comments or items for discussion at the evaluation meeting. Employees will also be provided the opportunity to provide written comments on the form after it has been completed by the supervisor.

Section 4. Employees who are dissatisfied with their review shall be entitled to file an informal appeal with the reviewer and supervisor (Lieutenant for Police Officers and the Chief of Police for Sergeants) within one calendar month of the review. The decision of the Chief of Police as to the content of the evaluation shall be final.

Section 5. The performance evaluation form will only be used as the basis of personnel decisions when competing individuals are both subject to the evaluation system. The performance evaluation form is included as attachment A.

Section 6. The performance evaluation form will not be used as the basis for or in defense of disciplinary action.

Section 7. The Town agrees to provide necessary training for evaluators.

IN WITNESS THEREOF, the Town has caused this instrument to be duly executed by its authorized designees and Needham Police Union has caused this instrument to be signed by its proper officers hereunto duly authorized this ____ day of _____, 2021.

Needham Town Manager

Needham Police Union

Kate Fitzpatrick

Date:_____

Select Board

Date:_____

Date:_____

Approved as to form:

Town Counsel

Date:_____

Needham Police Department
Drug and Alcohol Testing Policy
January 19, 2017

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
INTRODUCTION	38
DEFINITIONS	38
PROHIBITED CONDUCT	40
TESTING	41
CONSEQUENCES OF VIOLATION OF THE POLICY	43
TRAINING	44
ACCESS AND STORAGE OF TEST RESULTS	44
Appendix A REFERRAL PROCEDURES FOR SUPERVISORS	45
Appendix B SAMPLE REHABILITATION AGREEMENT	47
Appendix C DOT PROCEDURES FOR DRUG AND ALCOHOL TESTING (49 CFR Part 40)	

1. INTRODUCTION

- 1.1** To ensure a safe, healthful and productive work environment, to protect the health and welfare of the citizens of the Town of Needham, and to assure compliance with the Federal Drug-Free Workplace Act of 1988, the department has adopted this policy to address drug and alcohol abuse by sworn personnel. These procedures provide the department with reasonable measures to ensure that drug and/or alcohol use do not jeopardize the public or the department's ability to serve its citizens.
- 1.2** It is the general intent of the policy to create a humanitarian program. Treatment and discipline are both important aspects of the plan. Drug and alcohol testing, which will be part of the program, are intended in part as a means of identifying those who need help.
- 1.3** The department will not tolerate any drug or alcohol use which could affect an officer's job performance. The public has a right to expect that sworn personnel will carry out their duties in a safe and reliable manner, free from the effects of drug or alcohol use. This policy replaces any and all earlier policies or procedures on drug testing and applies to all sworn personnel.

These procedures apply to all sworn personnel. The department reserves the right to modify these procedures, in whole or in part, only in accordance with law and contractual procedures.

2. DEFINITIONS

- 2.1** Illegal Drugs – for the purposes of this policy, illegal drugs will include: Amphetamines, Cocaine, Marijuana, Opiates, and Phencyclidine.
- 2.2** Alcohol - colorless, volatile and flammable liquid that is the intoxicating agent in fermented and distilled liquors. It includes, but is not limited to, beer, wine and liquor. It does not include alcohol used in chemical processing, cleaning or testing.
- 2.3** Department - the Needham Police Department.
- 2.4** Department Property - includes buildings, offices, facilities, equipment, vehicles, land, and parking lots owned, loaned, utilized or leased by the department. It also includes any other site at which business of the department is transacted, whether on or away from department owned, loaned, or leased property.
- 2.5** Accident - an unplanned, unexpected and unintended event which occurs on department property, on department business, or during working hours; and initially appears to have been caused wholly or partially by a sworn police officer, and results in either a fatality, bodily injury requiring medical treatment away from the scene of the event, or damage to property in excess of \$2,500. An unplanned, unexpected and unintended discharge of a firearm, rifle, and/or shotgun, is also an "accident."
- 2.6** Drug Paraphernalia - any item which is clearly intended for use in administering,

transferring, manufacturing, testing, or storing of a controlled substance, and which is not authorized or intended for use in the course of legitimate law enforcement activities.

- 2.7** Reasonable Suspicion of Drug and/or Alcohol Use - the reasonable suspicion standard for drug testing of sworn personnel is based upon specific objective facts and reasonable inference drawn from those facts, in light of experience and training, that the suspected individual may be involved in the use of any illegal drug or alcohol, as documented in accordance with Appendix A of this policy. Examples would include one or more of the following:
- 2.7.1** Observable phenomena, such as direct observation of on-duty alcohol use or possession and/or direct observation of on-duty or off-duty use or possession of illegal drugs, and/or the on-duty display of behaviors which appear to be indicative of the use of any illegal drug or alcohol, and are not attributable to other factors;
 - 2.7.2** A pattern of abnormal conduct, erratic behavior or deteriorating work performance, including but not limited to, frequent absenteeism, excessive tardiness, or frequent accidents, not attributable to other factors and which appear to be related to drug and/or alcohol abuse;
 - 2.7.3** Arrest, indictment, or conviction for a drug-related offense;
 - 2.7.4** Newly discovered evidence that the officer has tampered with a prior drug/alcohol test;
 - 2.7.5** Repeated or flagrant violations of the department's rules and procedures which are determined by a supervisor to pose a substantial risk of injury or property damage, which are not attributed to other factors, and which appear to be related to drug and/or alcohol abuse;
- 2.8** Under the influence of Illegal Drugs and/or Alcohol - The presence of a .04 alcohol content in the blood, or a verified positive drug test, at levels specified by the National Institute of Drug Abuse (NIDA), for an illegal drug.
- 2.9** Medical Review Officer (MRO) - A licensed physician responsible for receiving laboratory drug testing results who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate a positive test relative to the officer's medical history, and other relevant biomedical information.
- 2.10** Investigating Officer (IO) - The Chief of Police or his/her designee. The IO will perform many of the administrative duties associated with this policy.
- 2.11** Substance Abuse Professional (SAP) – an individual who is qualified by virtue of training and education in the treatment of substance abuse, who is retained by the Town to recommend and/or review an officer's drug and/or alcohol treatment program.

3. PROHIBITED CONDUCT

The following conduct by sworn personnel is prohibited:

- 3.1** Unauthorized use, possession, manufacture, distribution, dispensation or sale of illegal drugs, drug paraphernalia, or alcohol on department property, on department business, in department supplied vehicles, in vehicles being used for department purposes, or during working hours.
- 3.2** Unauthorized storage in a department desk, locker, automobile or other repository on department property of illegal drugs, drug paraphernalia, or alcohol.
- 3.3** Being under the influence of illegal drugs or alcohol on department property, on department business, in department supplied vehicles or vehicles being used for department business, on duty, or during working hours.
- 3.4** Possession, use, manufacture, distribution, dispensation or sale of illegal drugs while off duty.
- 3.5** Switching or adulterating any urine sample.
- 3.6** Refusing to consent to testing, or refusing to submit a breath or urine, sample for testing.
- 3.7** Failing to adhere to the terms of any Rehabilitation Agreement, which the officer has signed.
- 3.8** Conviction under any drug or alcohol statute in Massachusetts or any other state.
- 3.9** Failure to immediately notify the department of any arrest, conviction, or complaint being issued under any drug or alcohol statute.
- 3.10** Refusing to sign: a receipt for the department's Drug and Alcohol Testing Policy; a form to consent to testing pursuant to this policy; a form to release results to the Town pursuant to this policy; and any Chain of Custody Form.
- 3.11** Failure to submit to a breathalyzer and/or urine test, when ordered by a supervisor, in accordance with Section 4 of this policy.
- 3.12** Drinking alcoholic beverages while on duty or in uniform, or being in possession of alcoholic beverages on duty, except as ordered or in the performance of official duties.
- 3.13** Public drunkenness to the extent that it constitutes conduct unbecoming a police officer.
- 3.14** Use of illegal drugs, or possession of illegal drugs, except as required in the performance of official duties. Officers suspected of using illegal drugs shall, when ordered by a supervisor, submit to urine test, in accordance with Section 4 of this policy.

- 3.15 Consumption of alcoholic beverages to the extent that the officer is unfit for his or her next regular tour of duty.

4. TESTING

Sworn personnel of the Needham Police Department will be tested for drugs and/or alcohol under the following circumstances:

4.1 Reasonable Suspicion of Drug and/or Alcohol Use

- 4.1.1 Sworn personnel will be tested for drugs and/or alcohol when a supervisor determines that there is reasonable suspicion (as defined in Section 2.7 of this policy) to believe that the officer is under the influence of drugs and/or alcohol, but only after compliance with the procedures set forth in Appendix A.
- 4.1.2 Any test result based upon reasonable suspicion will be discarded if it is later determined that reasonable suspicion did not exist. The results of the test cannot be used to establish reasonable suspicion. If the officer tests negative for drugs or alcohol, the officer will be compensated for any regularly scheduled hours he/she would have worked during this period.
- 4.1.3 An officer will be placed on administrative leave while waiting for a test result based on reasonable suspicion, in accordance with the provisions of the collective bargaining agreement. Said leave shall not exceed seven (7) days.
- 4.1.4 In the event the initial reasonable suspicion drug test is positive, time restraints for administrative leave will be waived to allow for additional procedural testing, as authorized and allowed under the DOT Regulations, to occur. The officer shall remain on paid administrative leave until the conclusion of the additional procedural testing.

- 4.2 Post-Accident - An officer will be subject to a post-accident drug and alcohol test if he or she is involved in an accident as defined in Section 2.5 of this policy.

- 4.3 Random Testing – Fifty percent (50%) of the bargaining unit will be subject to random, unannounced testing for illegal drugs and twenty-five percent (25%) of the bargaining unit will be subject to random, unannounced testing for alcohol on an annual basis. The Town will disclose to the Union the random testing mechanism used by its contracted vendor. Any test which it is determined not to have been conducted on a random basis will be deemed to be a negative result.

- 4.4 Return to Duty – When an officer tests positive for drugs or alcohol, he or she will be required to submit to a return to duty drug and/or alcohol test after assessment by a substance abuse professional (SAP), completion of treatment, if any is required, and clearance to return to full-duty is provided by the SAP. In order to return to duty, the officer must have a BAC of less than .02 and/or a verified negative drug test. Without a successful test result, the Officer is considered to be unqualified to continue to perform work-related-functions. The cost of the return to duty test will be borne by the Town.

- 4.5** Follow-up Testing - Sworn personnel referred by the department to treatment, and who undergo any form of treatment for substance abuse, will be subject to unannounced testing for a period of two years following a return to full duty (which shall be subject to a medical certification that the officer is qualified to safely carry a weapon). Follow-up testing will be limited to three (3) tests per year, and the cost of the follow-up testing will be borne by the Town.
- 4.6** Testing Procedures
- 4.6.1** Alcohol Testing Alcohol testing will be conducted in accordance with the Department of Transportation Regulations (49 CFR part 40).
- 4.6.2** Drug Screening Drug tests will consist of screening for five drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP), and amphetamines. Drug screening using urinalysis will be conducted in accordance with the Department of Transportation Regulations (49 CFR part 40).
- 4.7** Re-tests
- 4.7.1** The Urine drug screen process will include provisions for split sample collection in accordance with DOT regulations.
- 4.7.2** Alcohol testing will include provisions for re-testing in accordance with DOT regulations.
- 4.7.3** The department shall immediately place any officers who have requested a re-test on administrative leave pending the outcome of the re-test.
- 4.7.4** The cost of the re-test will be borne by the officer. If the result of the re-test result is negative, the officer shall be reimbursed for the costs of the test.
- 4.8** Any test in which proper procedures are not followed, in which chain of custody is breached, in which a split sample test results in a negative test, when the MRO deems the test to be negative, or which is invalidated for any reason, through no fault of the officer, will be deemed a negative result. The sample and the results will be destroyed.
- 4.9** If the result of any test is negative, or deemed negative, for drugs or alcohol, the officer will be compensated for any regularly scheduled hours he/she would have worked during any period he or she was placed on administrative leave.
- 4.10** No test result or sample will be used for criminal prosecution or any purpose other than treatment or discipline under this policy. No officer will be compelled to submit to testing in accordance with Section 2.7.3 unless the department can provide written assurance that the results will not be provided to any law enforcement agency in connection with the arrest or indictment, or in connection with any sentencing.

- 4.11** All negative samples will be destroyed, and all positive samples will be destroyed after any appeal period has been exhausted. Samples will not be tested for any purpose other than the drugs specified.

5. CONSEQUENCES OF VIOLATION OF THE POLICY

- 5.1** Officers who test positive for alcohol or drugs will be placed on administrative leave during the period of any retest.
- 5.2** Officers who are confirmed to have tested positive for drugs or alcohol will be subject to disciplinary action up to and including termination. Officers who do not agree to enter into a Rehabilitation Agreement will only be allowed to return to work, if appropriate, in accordance with the Return to Duty and Follow-up testing provisions set forth in sections 4.5 and 4.6.
- 5.3** Officers who agree to enter into a Rehabilitation Agreement in accordance with this policy and Appendix B will have any imposed disciplinary action suspended pending the completion of the rehabilitation, provided that the officer has not tested positive for drugs within the preceding five (5) years or tested positive for alcohol within the preceding three (3) years. In the event that the officer successfully completes the rehabilitation and returns to work in accordance with the provisions outlined below, the imposed disciplinary action will be expunged. Rehabilitation provisions will apply only to the positive test result; an officer may be subject to additional disciplinary action for any related offense or violation of the rules and regulations of the Needham Police Department.
- 5.4** Officers who enter into a Rehabilitation Agreement must be evaluated by a Substance Abuse Professional (SAP) and comply with any treatment recommendations to assist them with an alcohol or drug problem. The payment of the recommended treatment will be at the expense of the officer (or his or her health insurance program, if applicable). Officers will be placed on non-occupational sick leave, accrued leave, or leave without pay status, whichever is appropriate, during the treatment period. Officers who fail to comply with the treatment required by the SAP will be subject to disciplinary action up to and including termination.
- 5.5** Officers who have been evaluated by a Substance Abuse Professional, who are cleared by the SAP to perform all of their essential functions, who comply with any recommended treatment, who have taken and passed a return to duty test, and who are subject to unannounced follow-up tests, may return to work. As a condition of employment, the officer must comply with prescribed follow-up care, if any.
- 5.6** Officers who have returned to work under these conditions and who subsequently test positive for drugs or alcohol in accordance with this policy within five (5) or three (3) years, respectively, will be terminated immediately. An officer who tests positive for drugs or alcohol after the five (5) or three (3) year period will be subject to disciplinary action or offered rehabilitation provisions as if it were a first positive test.

- 5.7 Refusing to submit to a drug or alcohol test will result in disciplinary action up to and including termination.
- 5.8 Switching or adulterating any or urine sample will result in a recommendation of termination.
- 5.9 Failure to adhere to the terms of a rehabilitation agreement shall result in disciplinary action up to and including termination.
- 5.10 Officers may challenge a finding of reasonable suspicion through the grievance and arbitration provisions of the collective bargaining agreement. In the event that the officer prevails and reasonable suspicion is not upheld, the result will be deemed to be negative.
- 5.11 If the Town suspends disciplinary action in accordance with section 5.3, time limits for challenging the disciplinary action will begin when and if the disciplinary action is actually imposed.

6. TRAINING

- 6.1 The Town will provide a minimum of two (2) hours of training annually for supervisors regarding misuse of alcohol and use of illegal drugs, including the circumstances which constitute reasonable suspicion.
- 6.2 The Town will provide training to officers about this Policy, testing procedures, and the integrity of the testing process which safeguards the validity of test results, prior to this policy going into effect.

7. ACCESS AND STORAGE OF TEST RESULTS

Any officer who is the subject of a test conducted under this procedure shall, upon written request to the Chief of Police, have access to any and all record(s) relating to his/her test result that is/are in the possession of the department or the Town. Such results and records are confidential medical information and shall not be disclosed without the officer's consent except to the extent necessary to effectuate the purposes of the department's Drug and Alcohol Policy. Positive test results shall be retained and processed in the same manner as any violations of department rules and procedures.

Town of Needham

Needham Police Union

Date: _____

Date: _____

Appendix A

REFERRAL PROCEDURES FOR SUPERVISORS

The department's supervisors (Sergeants, Lieutenants, Chief) are responsible for being alert to declining job performance, erratic behavior or other symptoms of possible substance abuse. Whenever a supervisor who has been trained in making determinations of reasonable suspicion of drug and/or alcohol use (as defined in Section 2.7 of these procedures) makes such a determination, the following steps will be taken:

1. The supervisor will document in writing all circumstances, information and facts leading to and supporting his/her suspicion. At a minimum, the report will include appropriate dates and times of suspect behavior, reliable/credible sources of information, rationale leading to referral for testing, and the action(s) taken.
2. Prior to referring an officer for testing, the supervisor will discuss the problem with the officer in a private location with one witness, preferably another supervisor, present. Caution will be taken not to accuse the officer of substance abuse, but the officer will be presented with instances of questionable behavior. If the officer does not have an acceptable explanation for his questioned behavior, the supervisor will continue with the procedures set forth in this section. Nothing in this procedure is intended to prevent the officer from invoking any Weingarten rights the officer may have. The officer shall have the opportunity to consult with a representative of the Union or his or her attorney, and to have either present, as long as such consultation and representation does not serve to delay the testing process.
3. The supervisor shall consult with the Chief of Police or his or her designee and they shall jointly decide whether to refer an officer for testing. All persons involved in the decision-making process will have received training in the identification of actions, appearance, and conduct that are indicative of the use of alcohol and/or drugs.
4. In those cases where the supervisor determines that the person's behavior causes a potential threat of harm to himself or others, the officer will be immediately removed from the work site and where there is no other misconduct resulting in suspension the officer shall be placed on administrative leave and shall be subject to customary restrictions of such leave.
5. Once a determination has been made to refer an officer for testing, it will be the responsibility of the supervisor to advise the officer of such decision and to escort the officer to a collection facility. The supervisor should remain with the officer at the collection site facility until testing is concluded. In the event that leaving the scene and/or remaining with the officer is not feasible, the supervisor will:
 - 5.1 Arrange transportation to the collection facility (the officer will be instructed not to drive a vehicle);
 - 5.2 Notify the collection facility that the officer is being sent for testing;

- 5.3 Request that the collection facility notify the supervisor when collection procedures are completed;
- 5.4 Arrange transportation for the officer following the collection process; and
- 5.5 Notify the officer that he or she is not to return to work pending receipt of the test results by the Investigating officer.
- 5.6 Upon conclusion of the examination, the supervisor will ensure that the officer is escorted to his destination. The supervisor will direct the officer not to drive himself/herself to his/her destination. The officer will be placed on administrative leave in accordance with Section 5.1.3 of this policy pending receipt by the Investigating officer of the test results and the officer will be notified of this change in status.
- 5.7 If the officer tests negative for drugs or alcohol, the officer will be compensated for any regularly scheduled hours he or she would have worked during the suspension period.
- 5.8 In those cases where a supervisor discovers an officer who possesses what appears to be illegal drugs or alcohol, he or she will proceed as described above for instances where reasonable suspicion exists, and, if the substance in question appears to be an illegal drug, will-immediately confiscate the substance and all equipment or paraphernalia directly employed with the substance consistent with the department's procedures for handling and collecting evidence.

Appendix B

SAMPLE REHABILITATION AGREEMENT

Name: _____ Date: _____

On _____ the Town of Needham agreed to your request to seek counseling and referral to a rehabilitation program for alcohol and/or drug abuse. The following conditions apply to your rehabilitation program:

1. You must authorize your treatment provider to provide proof to the Investigating Officer of enrollment in a rehabilitation program and proof of attendance at all required sessions or proof of completion of any required in-patient stay. Your attendance will be monitored closely and the Investigating Officer will initiate appropriate disciplinary action up to and including termination if you do not regularly attend all sessions or complete any required in-patient stay.
2. You must adhere to all of the requirements of the drug or alcohol treatment or counseling program in which you are enrolled.
3. If you are absent from work during the rehabilitation period without prior authorization, you must promptly submit a written doctor's certificate explaining the reason for such absence. The department will take disciplinary action if you are absent as a result of alcohol or drug use.
4. You will pay for all costs of rehabilitation that are not covered under your health plan.
5. During the two years following the completion of your rehabilitation program, the department will test you for alcohol and/or drug use on a random basis a maximum of three times per year. The Town will take prompt disciplinary action if you refuse to submit to testing or if you test positive during this period.

Officer

Town of Needham



NEEDHAM YOUTH & FAMILY SERVICES

1471 Highland Avenue - Town Hall
Needham, MA 02492
Phone: 781-455-7500 Fax: 781-453-2522
Needhamyouth@needhamma.gov
www.needhamma.gov/youth

February 2, 2022

Town of Needham, Select Board
Needham Town Hall
1471 Highland Avenue
Needham, MA 02492

Dear Chair Matthew Borrelli, Vice Chair Marianne Cooley, and Select Board Members,

This coming March, Needham Youth & Family Services will be continuing a project entitled "Needham Unplugged." In short, Needham Unplugged is an awareness campaign and a reminder that there is more to life than what is on the other side of a plug. This program has been a great way for families and friends to reconnect without the use of technology. The program has attracted interest and has been extremely successful both within Needham and beyond --- in fact, up to 20 communities such as Belmont, Northborough, and Newton have replicated our program in their community. We think this year, more than any other year, it is important to focus on ways to unplug and connect with others.

As in past years, the 2022 version of Needham Unplugged includes a NO Homework Night for Needham Public School students, and this will be observed on Thursday, March 10th.

In an effort to engage the entire community in this, I am asking that the Select Board as well as all Town of Needham Boards/Committees be a part of this special day by not scheduling any meetings on Thursday, March 10th, 2022. If we can all work together, we can make March 10th a day of connection, family time, and a symbol of the need to put our hectic lives aside for a moment.

Thank you in advance for your attention to this matter, and I look forward to hearing from you.

Sincerely,

Sara Shine, Director
Youth & Family Services

Cc: Kate Fitzpatrick, Town Manager



Town of Needham, Massachusetts
Road Event Form

RECEIVED
TOWN OF NEEDHAM
SELECT BOARD

2022 JAN 31 A 10:15

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:

Jog Your Memory 5k Run / 1.5 mile walk

Name of Organization:

Jog Your Memory 5k, Inc.

Event Date(s) and Rain Date if requesting:

Sunday September 18, 2022
No rain date

Earliest Time Expected in Needham:

6am setup 8am registration
9am race start

Latest Time Expected in Needham:

11am all cleanup complete

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:

56 Nichols Road Needham MA 02442

Organization

☒ is
Not-for-Profit

Organization Billing Address (if Police Detail is required):

SAME AS ABOVE

Primary Contact:

Jessica Rile

Contact Title:

Co-founder / co-race director

Contact Address:

56 Nichols Rd Needham 02442

Contact Phone (Day):

617 312 6547

Contact Phone (Cell):

617 312 6547

Contact Email:

Jog your memory Sk @ gmail. com

Number of Expected Participants:

Driven by in-person vs. hybrid
450+ (online + in person)

Number of Expected Spectators at Peak

Time: 75-100

Are participants charged a fee?

☒ YES ☐ NO

Estimated Number of Vehicles:

200

What type of Parking is required:

front + rear parking lots @ Mitchell
side streets (limited to one side)

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

Participants will park in front + back of Mitchell and on
side streets btwn. 8am + 11am

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
Barriers along Brookline side streets

What will be done in case of inclement weather?

Registration will be held inside Mitchell gym. If dangerous weather
participants will be notified by 7am on race day via email.

Will neighborhoods be impacted by parking and traffic?

Only households near Mitchell will see parking on streets but
will not be negatively impacted

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

Sponsor tables + DJ

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

Awards, raffle (permitted), prepackaged food (permitted through
food + safety)

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

Mitchell School + grounds, parking lots, Mitchell gym (Niki Rumbos)
folding chairs + tables (Duncan Brock) power source from classroom + modular

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

Mitchell School grounds + parking lot

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

Race begins @ 9am - awards @ 10am, cleanup concluded by 11am.

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 Parking" signs along Dell, Lindberg, Tower + Melrose (on one side of street)

Will volunteers be placed along the route?

Yes

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

Yes music @ beginning (9am) and played throughout race

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

Yes, prepackaged food + beverage

Will portable toilets be used? List locations.

Yes front parking lot (Or back lot - depends on beer, plant, through way)

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

Yes, @ 1.5 mi mark on run route (across from Broadmeadow school) and 1/2 way through way

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

N/A

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

Please see attached safety plan
med kit will be on site

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?

Grace Christian + D+D

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

Dunkin @ Hersey - Grace Christian on Greendale

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

Grace Christian on Greendale

What is the plan to handle trash?

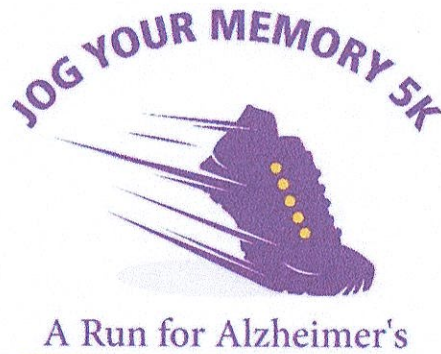
Jc Timmerman provides dumpster Friday delivery after school; removed before school monday

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.



Jog Your Memory 5K Run/1.5-Mile Walk

September 18, 2022 Safety Plan

Start – Finish: 187 Brookline St, Needham, MA 02492

We have met with the Needham Police Traffic Division, Dept of Public Works, the Director of Buildings and Grounds for the Needham School Department, and the Needham Police and Fire Departments. All coordinators in key locations will have at minimum a list of all cell phone numbers and names of key people. A volunteer orientation will be given with specific instructions for communication, traffic, and injury.

The course will have volunteers wearing bright orange vests at all turns on the course with additional signage at non-straightaway turns. Flyers will be distributed along the course the week prior to notify the neighbors. Lawn signs will line the front of Mitchell Elementary School on Brookline Ave and back of the school on High Street as well.

Parking will be managed by vest-clad volunteers, and Needham Police will put up No Parking signs along the back of the school to discourage participants from blocking the roads if parking outside of the lots.

The 9th Annual Jog Your Memory 5K Run/1.5-Mile Walk will begin registration on the blacktop courtyard at Mitchell Elementary School at 8:00 a.m. The race will start at 9:00 a.m. on the dropoff circle in front of the school with a police motorcycle leading the runners for the entire race. The police will close off perpendicular streets leading to Brookline Ave until the runners/walkers have passed and then they will encourage runners to stick to the right side of the road/on sidewalks for the remainder of the race since roads will not be closed.

5K Course:

The runners will proceed down Brookline Ave, and then turn right onto Greendale Ave where a police officer will be stationed. From there they will run down Greendale Ave until taking a right onto Bird St (a volunteer will be on the corner to direct runners). The runners will then proceed

Jog Your Memory, Inc | 56 Nichols Road, Needham, MA 02492

617-312-6547 | jogyourmemory5k@gmail.com

www.jogyourmemory5k.org | www.Facebook.com/JogYourMemory5K

down Bird St, and will bear right onto Broad Meadow Rd (this is the 1.5 mile mark, where there will be a water station and volunteers directing runners to bear right). Runners will proceed down Broad Meadow Rd to Great Plain Ave. A policeman will be stationed at the end of Broad Meadow Road where it intersects with Great Plain Avenue. They will then turn right onto Great Plain Ave, and will travel down until they reach Melrose Ave – runners will take a right onto Melrose Ave (low traffic and there will be a sign directing runners to take a right, as well as a vest-clad volunteer). The runners will proceed up Melrose Ave, where they will take a right turn onto Brookline, heading up to the school. A police officer will be at the corner of Melrose Ave and Brookline Ave to direct runners and manage traffic. Runners will complete the race by making a hairpin left turn back to the dropoff circle where they exited to start the race.

1.5-Mile Walk:

After exiting the dropoff circle and taking a left onto Brookline Ave, walkers will proceed down Brookline Ave and then turn right onto Woodledge Road. From there they will walk down Woodledge Road until taking a right onto Colby St (a sign will be on the corner to direct walkers). Walkers will proceed down Colby Street before taking a left onto Hillcrest Road. Shortly thereafter, they will bear right onto Wyoming Ave, which will take them down a hill, bearing right onto a short stretch on Arden St (the street name change will not be apparent to walkers). At the end of the road, walkers will take a right onto Beaufort Ave. Beaufort Ave comes to an end, where walkers will take a right onto Bond St, and then their first left onto Bancroft St. Bancroft St brings walkers back up to Brookline Ave, where they will take a left onto Brookline Ave, and will finish the walk entering the dropoff circle that they exited at the start of the walk. We will have a lead walker, as well as a walker who will bring up the rear.

Following the race there will be prepackaged refreshments, and an awards ceremony.

Jog Your Memory will have at least one doctor on site in a designated tent. All coordinators on the course will have the doctor's phone number for quick response if needed. Transportation onto the course will be provided by a "race" vehicle. The local Fire Department will have a rescue and fire truck in the area in case one is needed.

COVID Protocols: To be expanded upon as we get closer to race-day

Language to add to waivers:

As it applies to my participation in this race, I agree to abide by the Center for Disease Control (CDC)'s recommendations for the prevention of the spread of COVID-19 and attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. I also agree to abide by any COVID-19 distancing and other safety guidelines issued by the state, the community or by this race for my participation in this race.

Day-of Race:

- Encourage mask-wearing up until race start
- Limit number of day-of on-site registrations
- Hand sanitizing stations provided in multiple locations
- Start line spread out into Mitchell front parking lot to allow more distance between runners at start
- Runners strongly encouraged to bring own water, but safely distributed water will be provided race-day

Porta-Potties

- Provide sanitation options like hand wipes right outside each porta potty door.
- Ensure that each porta-potty is stocked with hand sanitizer.
- Talk to vendor about the process of refilling sanitizer if it runs out.
- Increase the physical footprint by adding some space between port-a-potties to keep lines spaced out. Cluster only a few porta-potties together.
- Provide hand sanitizer and hand-washing stations outside of each port-a-potty
- Keep a volunteer(s) on-site to monitor and restock supplies continuously.