

SELECT BOARD Meeting Agenda
6:00 p.m. April 26, 2022
NEEDHAM TOWN HALL – SELECT BOARD CHAMBERS
&
ZOOM
REVISED

Under Governor Baker’s emergency “Order Suspending Certain Provisions of the Open Meeting Law G.L. c. 30A, S20”, issued March 12, 2020 and in effect until termination of the emergency, meetings of public bodies may be conducted virtually provided that adequate access is provided to the public.

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/81133828214?pwd=SE5lWk5UZ2JvdGNpSXJ4WGNFRkMyQT09>

Passcode: 610239

One tap mobile: +13126266799,,81133828214#

Webinar ID: 811 3382 8214

	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	Town Meeting Consultation • Josh Levy, Finance Committee Chair • John Connelly, Finance Committee Vice Chair
2.	6:20	Arbor Day Proclamation • Ed Olsen, Department of Public Works – Parks and Forestry Division Superintendent
3.	6:25	Department of Public Works – Summer Project Update • Ed Olsen, Department of Public Works – Parks and Forestry Division Superintendent • Rhain Hoyland, Department of Public Works – Highway Division Superintendent

4.	6:55	Hutter Ridge Road Street Acceptance • Tom Ryder, Town Engineer
5.	7:00	Town Manager • Approve MOA/Police Superior Officers Association • Community Farm License Agreement • Annual & Special Town Meeting Preparation • Town Manager Report
6.	7:20	Board Discussion • Update on Dangerous Dog • Committee Reports
7.	7:30	Executive Session Exception 6 (Interest in Real Property)

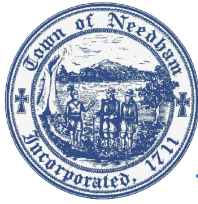
APPOINTMENTS

1.	Michael Retzky	MWRA Advisory Board (Alternate) Term Exp: 6/30/2024
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CONSENT AGENDA *=Backup attached

1.	Approve the calendar year 2022 Spring Licenses as follows. This approval is predicated on the receipt of all completed required paperwork. <table> <tr> <th>Establishment</th><th>License Type</th></tr> <tr> <td>Closet Exchange – Designer & Boutique</td><td>Sale of Second Hand Articles</td></tr> <tr> <td>Closet Exchange – Consignment Drop Off</td><td>Sale of Second Hand Articles</td></tr> <tr> <td>Crosby Jewelers, Inc.</td><td>Sale of Second Hand Articles</td></tr> <tr> <td>Segaloff's Jewelers</td><td>Sale of Second Hand Articles</td></tr> <tr> <td>2nd Hand Rose of Needham</td><td>Sale of Second Hand Articles</td></tr> <tr> <td>Needham Bowl Away</td><td>Bowling Alley</td></tr> <tr> <td>Lt. Manson H. Carter Post 2498 VFW</td><td>Pool Table</td></tr> <tr> <td>Building Association, Inc.</td><td></td></tr> <tr> <td>Go Green Airport Express LLC</td><td>Taxi/Livery License</td></tr> </table>	Establishment	License Type	Closet Exchange – Designer & Boutique	Sale of Second Hand Articles	Closet Exchange – Consignment Drop Off	Sale of Second Hand Articles	Crosby Jewelers, Inc.	Sale of Second Hand Articles	Segaloff's Jewelers	Sale of Second Hand Articles	2 nd Hand Rose of Needham	Sale of Second Hand Articles	Needham Bowl Away	Bowling Alley	Lt. Manson H. Carter Post 2498 VFW	Pool Table	Building Association, Inc.		Go Green Airport Express LLC	Taxi/Livery License
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2.	Amend the Board's meeting calendar to move the November 8, 2022 meeting to November 9, 2022.																				
3.*	In accordance with Section 20B of the Town Charter, and upon the recommendation of the Town Manager and the Personnel Board, adopt a classification and compensation plan (G Schedule) for fiscal year 2023 with a general wage increase of 1% and a general wage increase of 2.5% for fiscal year 2024.																				
4.*	Approve the Needham Center Revitalization Trust Fund's proposed banner design promoting the Easton Square Galerie Public Outdoor Art Galerie Project.																				
5.	Accept the following gifts received by the Needham Public Library for the month of April 2022: Lois and Bill Bacon donated \$50 to the Permanent Donation Fund in memory of Rick Hardy, Charlene Smith donated a copy of The Ages of Wonder, a collection that she edited (app. value \$15), Diamond Sutra Recitation Group donated a copy of Polishing the Diamond, Enlightening the Mind, by Chae-ung Kim (app. value \$19), and Chip Baker donated a bench, which he valued at \$700.																				

6.*	Approve the Needham Business Alliance Committee of the Charles River Regional Chamber’s May 14 th event, “Spring Sidewalk Stroll”, to promote foot traffic and support small businesses throughout Needham.				
7.*	Approve a 2022 Weekday and Sunday Entertainment license for the Rotary Club of Needham who will be hosting a carnival July 21 – July 24, 2022, pending approval from the following departments: Police, Fire, Public Works.				
8.	Grant permission for the following residents to hold block parties:				
Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Elizabeth Miller	120 Fairfield Street	Between 111 Fairfield and Dogwood Lane	6/18/22	N/A	2pm-4pm

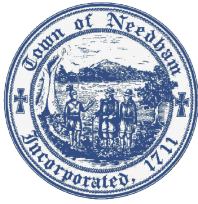


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 4/26/2022

Agenda Item	Town Meeting Consultation
Presenter(s)	Josh Levy, Finance Committee Chair John Connelly, Finance Committee Vice Chair

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Mr. Levy and Mr. Connelly will consult with the Board on items in the Annual Town Meeting Warrant including: 1. Financing plan for Article 21 – Appropriate for Emery Grover Renovation including the appropriate amount of Free Cash/Overlay Surplus to allocate to this project. 2. Additional Free Cash appropriation to Line Item 5 (Retiree Insurance and Insurance Liability Fund – OPEB) in the amount of \$1,000,000 proposed by the Finance Committee. 3. Additional Free Cash appropriation to Article 31 – Appropriate for Athletic Facility Improvement Fund in the amount of \$52,126 proposed by the Finance Committee. Peter Pingitore, CPC Chair, will also attend the meeting.	
2.	VOTE REQUIRED BY SELECT BOARD
Discussion only	
3.	BACK UP INFORMATION ATTACHED
None	



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

MEETING DATE: 04/26/2022

Agenda Item	Arbor Day Proclamation
Presenter(s)	Ed Olsen, Department of Public Works – Parks and Forestry Division Superintendent

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Mr. Olsen will present to the Board the 2022 Arbor Day proclamation, celebrating the 150 th anniversary of the first Arbor Day.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: “That the Board vote to approve and sign the Arbor Day Proclamation.”	
3.	BACK UP INFORMATION ATTACHED
1. Arbor Day Proclamation	

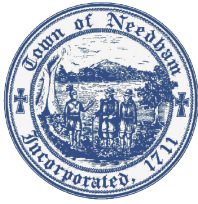
TOWN OF NEEDHAM

2022 ARBOR DAY PROCLAMATION

- WHEREAS,** in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and
- WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- WHEREAS,** Arbor Day is now observed throughout the nation and the world, and
- WHEREAS,** 2022 commemorates the 150th anniversary of Arbor Day, and
- WHEREAS,** trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and
- WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and
- WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- WHEREAS,** trees — wherever they are planted — are a source of joy and spiritual renewal.
- NOW, THEREFORE,** we, the Select Board of the Town of Needham, do hereby proclaim Friday, April 29TH as Arbor Day in the Town of Needham, and
- FURTHER,** we ask all residents to celebrate 150 years of Arbor Day and to support efforts to protect our trees and woodlands, and
- FURTHER,** we encourage all residents to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this twenty-sixth day of April, 2022

SELECT BOARD



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

MEETING DATE: 04/26/2022

Agenda Item	Department of Public Works – Summer Project Update
Presenter(s)	Ed Olsen, Department of Public Works – Parks and Forestry Division Superintendent Rhain Hoyland – Department of Public Works – Highway Division Superintendent

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Mr. Olsen and Mr. Hoyland will provide the Select Board an update on projects planned by the Department of Public Works for the summer of 2022.	
2.	VOTE REQUIRED BY SELECT BOARD
Discussion Only	
3.	BACK UP INFORMATION ATTACHED
1. Department of Public Works Presentation on Summer 2022 Projects	



TOWN OF
NEEDHAM
MASSACHUSETTS

Select Board Presentation - DPW

April 2022

Overview

1

Complete Streets Project/ DPW Projects

- Summary of Complete Streets
- Specific Areas
- Funding
- DPW Roadway Improvements
- Goals of Projects

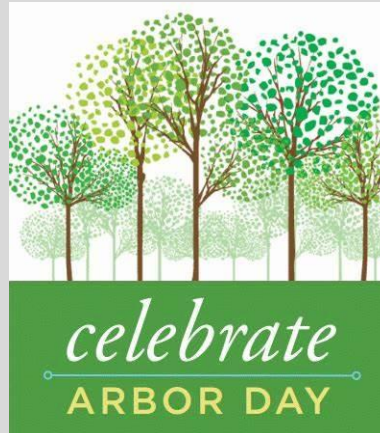
**SIDEWALK
CLOSED**



2

Arbor Day Activities

- Tentative Plan.
- Goals and Impact



3

Parks and Forestry “Big 3”

- 3 Major Projects for P & F.
- Current stage of each project.
- Timeline





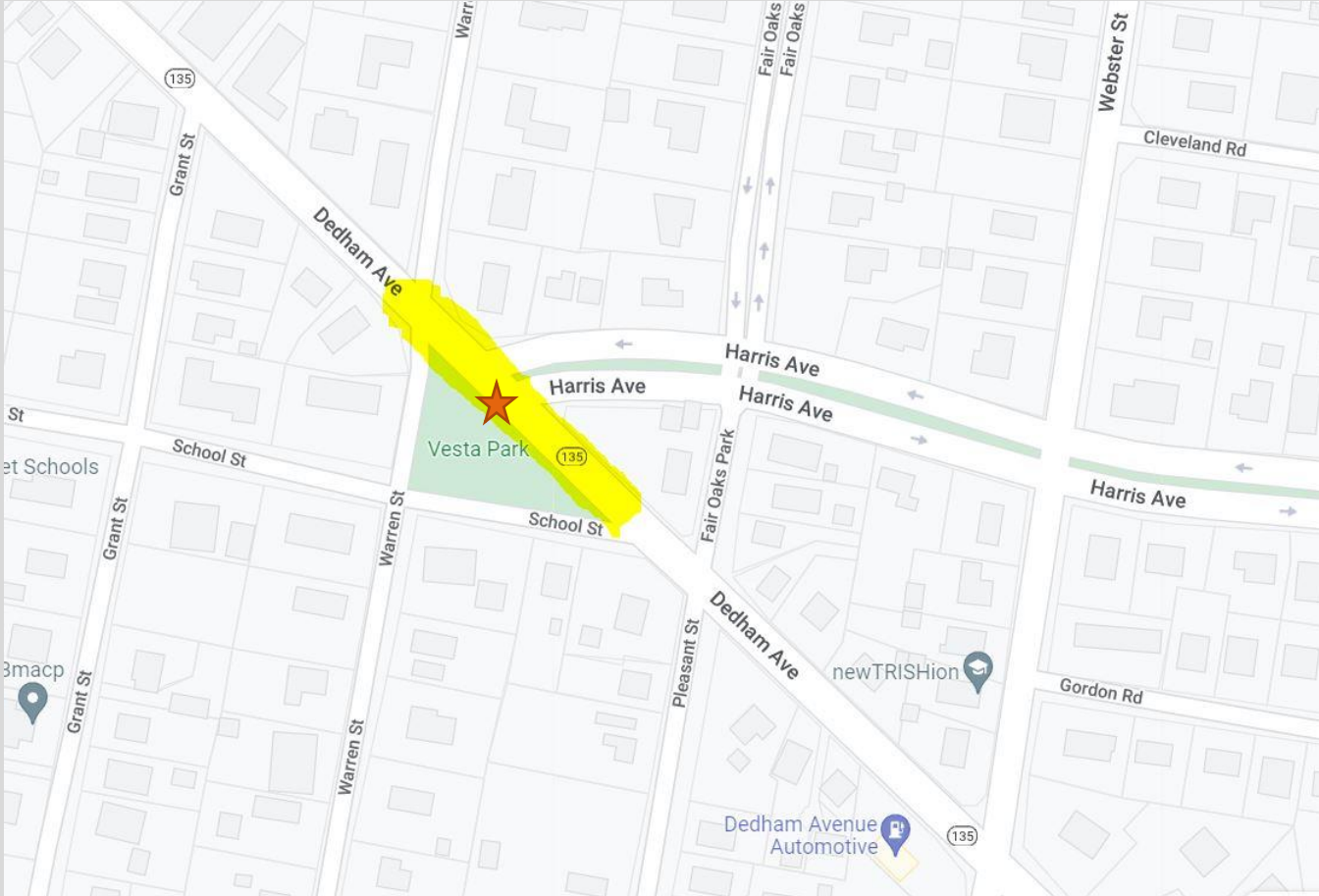
Complete Streets



Complete Street - Project Summary

- **What is a Complete Street?** A Complete Street is one that provides safe and accessible options for all travel modes - walking, biking, transit and vehicles – for people of all ages and abilities. Needham DPW has this goal for all streets but is focusing on high problem areas (defined by Mass DOT).
- **Between 2018/2019 Needham and GPI engineering held public meetings and workshops to discuss high risk crosswalk locations. The criteria is in part based on road classification, traffic speeds, high use pedestrian crossings, proximity to schools, parks and civic destinations, the occurrence of pedestrian related collisions and community referenced locations.**
- **A high priority list of 11 locations was created after this study, 9 of 11 have been completed. All areas have significant safety concerns, non-compliant wheelchair accessible ramps, and traffic flow issues.**
- **Two areas remaining:**
 - Harris Ave, Dedham Ave Intersection and Harris Ave (Pollard School Section)
 - Highland Ave at the Highschool

Dedham Ave @ Harris Ave

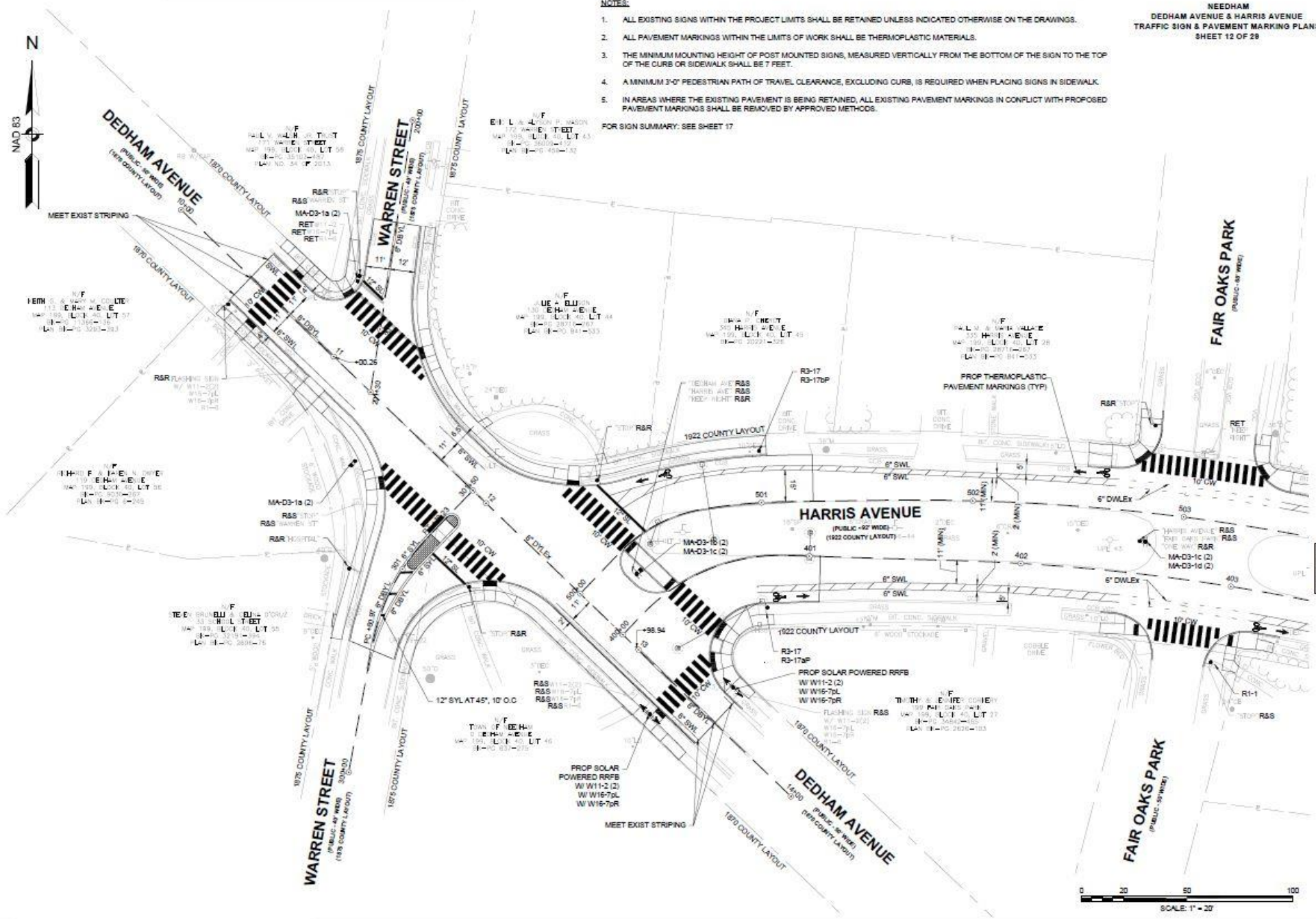
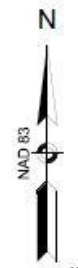


Issues:

- Five directions of traffic in high pedestrian walking area.
- Insufficient pedestrian crossing signs.
- High volume of traffic.
- Low Curbs /Lack of curbs and wide streets.
- Length of crossing is extraordinarily long (145ft)

Plans:

- Flashing pedestrian beacons installed (indicated with star).
- Geometrically improve traffic patterns at the intersection.
- Reduce distance of pedestrian crossings.
- Install curb cut wheelchair access ramps.

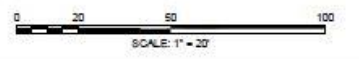


NOTES:

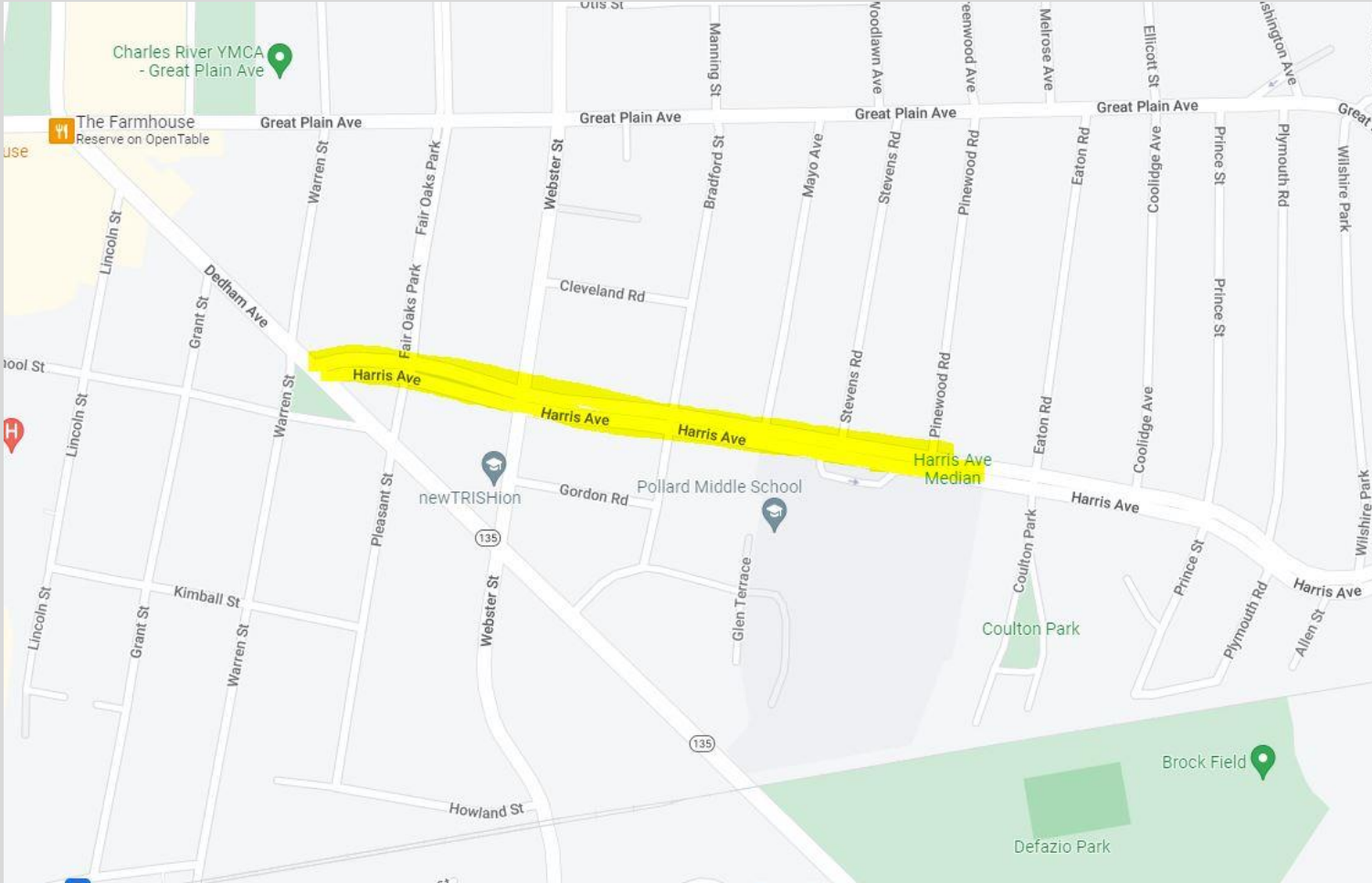
1. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE RETAINED UNLESS INDICATED OTHERWISE ON THE DRAWINGS.
2. ALL PAVEMENT MARKINGS WITHIN THE LIMITS OF WORK SHALL BE THERMOPLASTIC MATERIALS.
3. THE MINIMUM MOUNTING HEIGHT OF POST MOUNTED SIGNS, MEASURED VERTICALLY FROM THE BOTTOM OF THE SIGN TO THE TOP OF THE CURB OR SIDEWALK SHALL BE 7 FEET.
4. A MINIMUM 3'-0" PEDESTRIAN PATH OF TRAVEL CLEARANCE, EXCLUDING CURB, IS REQUIRED WHEN PLACING SIGNS IN SIDEWALK.
5. IN AREAS WHERE THE EXISTING PAVEMENT IS BEING RETAINED, ALL EXISTING PAVEMENT MARKINGS IN CONFLICT WITH PROPOSED PAVEMENT MARKINGS SHALL BE REMOVED BY APPROVED METHODS.

FOR SIGN SUMMARY: SEE SHEET 17

NEEDHAM
DEDHAM AVENUE & HARRIS AVENUE
TRAFFIC SIGN & PAVEMENT MARKING PLANS
SHEET 12 OF 28



Harris Ave, Pollard School Section



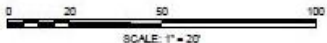
Issues:

- Non-compliant wheelchair ramps.
- Unprotected crosswalks.

Plans:

- ADA Compliant wheelchair ramps.
- Re-locate two sidewalks to improve pedestrian crossings.
- Elimination of cut-through Harris @ Stevens Road.

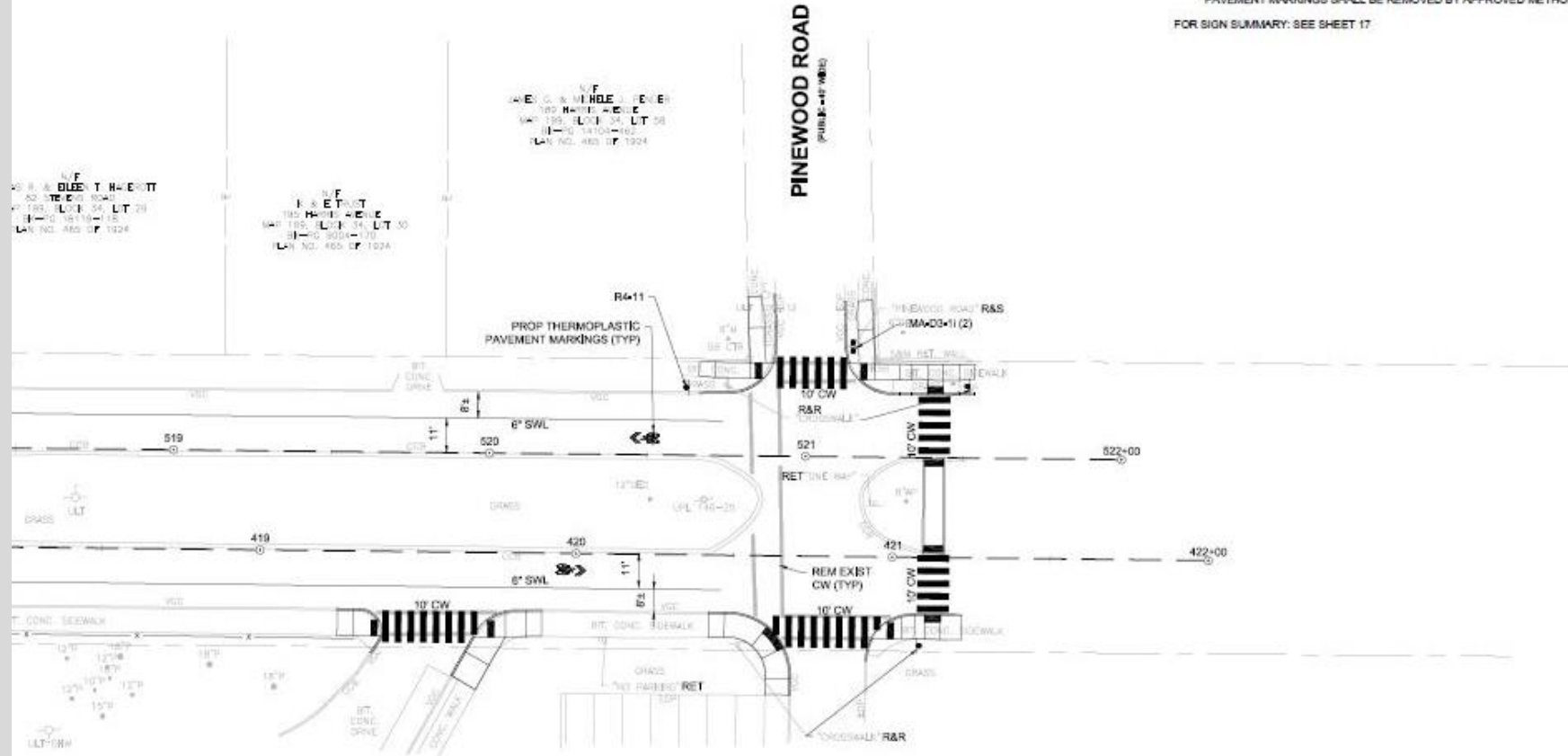
- FOR SIGN SUMMARY: SEE SHEET 17



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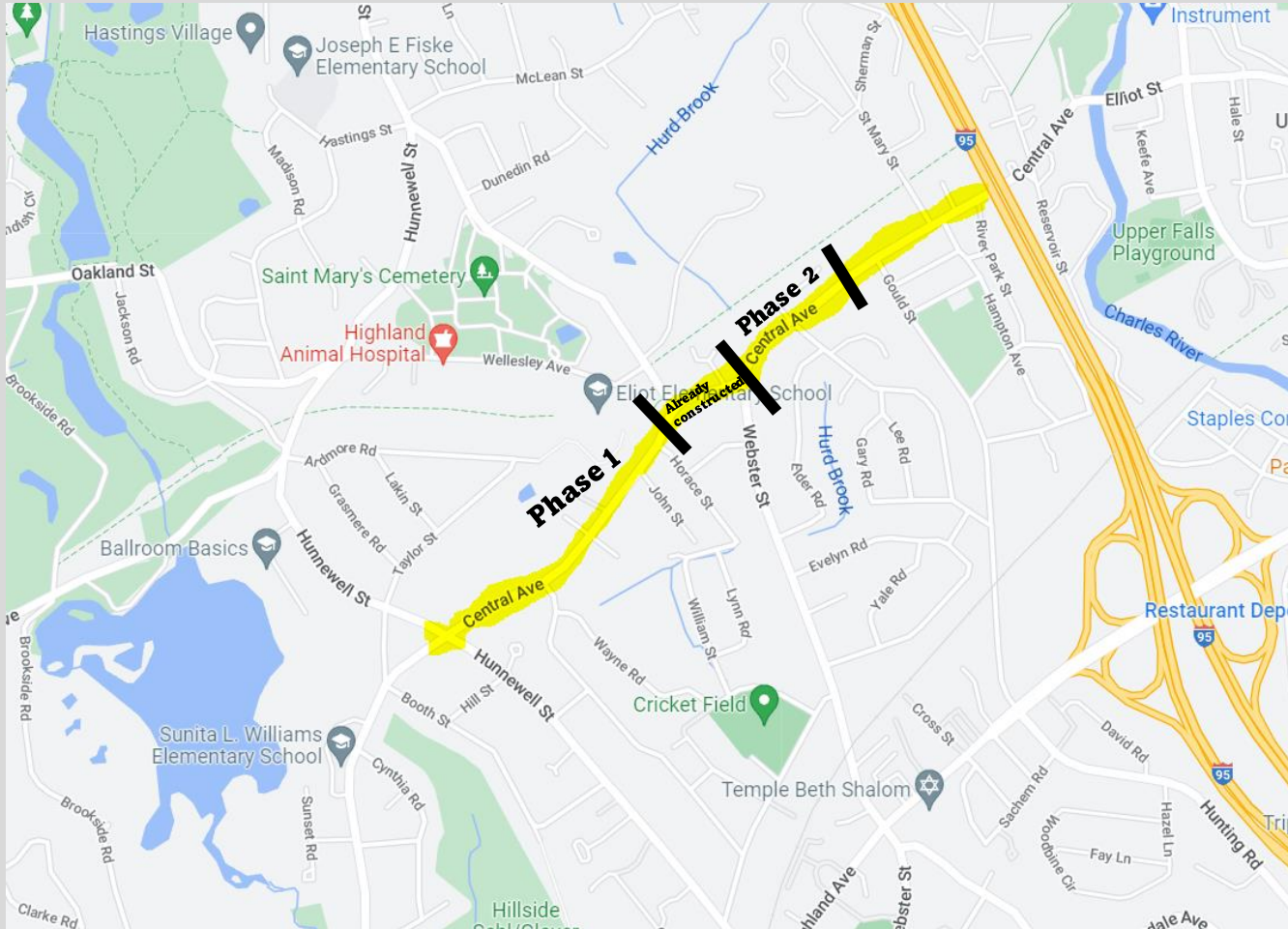
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FOR SIGN SUMMARY: SEE SHEET 17



DPW Funded Roadway Improvement

Central Ave to Hunnewell Curbing/ Roadway Improvements



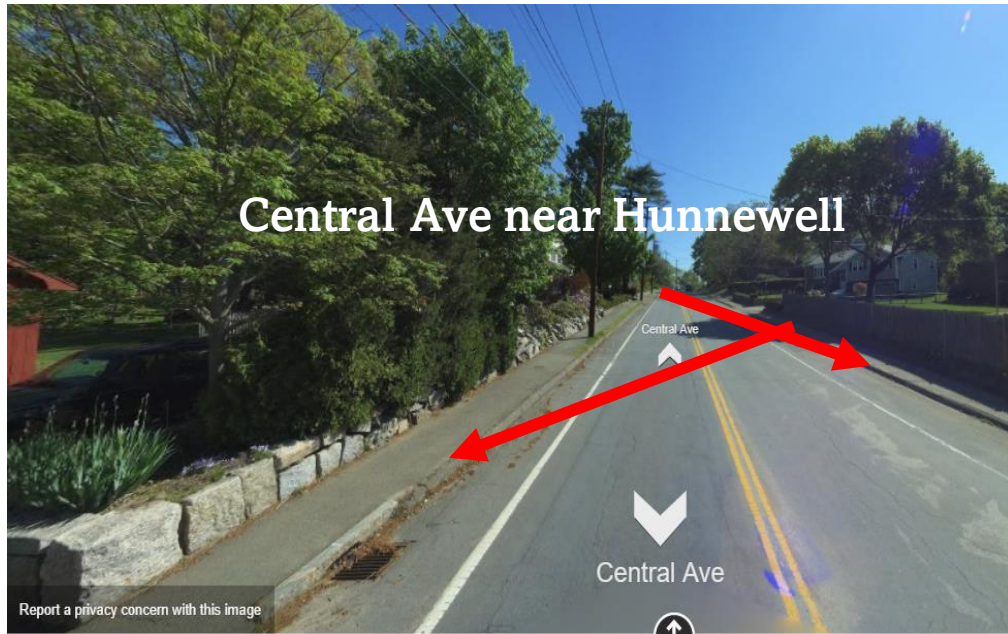
Issues:

- Road surface in poor condition.
- Fast moving vehicle traffic.
- Non-compliant wheelchair access ramps.
- No bicycle lanes.
- Poor Storm Water runoff.
- Snow Plowing / Removal.

Plans:

- Roadway rehabilitation of Central Ave.
- 11ft travel lanes for vehicles, 5ft bicycle lanes.
- Street width reduced from 36ft to 32ft.
- Granite Curb installation.
- Sidewalk improvements and renovations, ADA and AAB compliance.
- Phasing work to limit construction impacts on neighborhoods and detours.

Central Ave to Hunnewell Roadway Improvements



Goals and Specifics

- 1. Incorporate complete street design elements-- Provide safe and accessible options for all travel modes - walking, biking, transit and vehicles – for people of all ages and abilities.**
- 2. Use traffic calming as a tool to reduce speeding and other unsafe behaviors of drivers in the neighborhoods. It aims to encourage safer, more responsible driving to potentially reduce traffic flow and speed of vehicles.**
- 3. Reduce stormwater runoff.**
- 4. Improve snow and ice plowing/removal.**

Funding

Harris Ave @ Dedham Ave Intersection Improvements, Pedestrian and Access Improvements from Dedham Ave to Pine Street

- **Town received design money (\$45k), from MassDOT Complete Streets Program.**
- **Town Received maximum construction money (\$400k) by the MassDOT Complete Streets program.**
- **Funding must be spent by December 31, 2022.**

Central Ave Rehabilitation Project

- **Funded by Operational and Capital funds.**
- **Design and inspection by Needham Engineering Division.**

Arbor Day Plans



What is it?

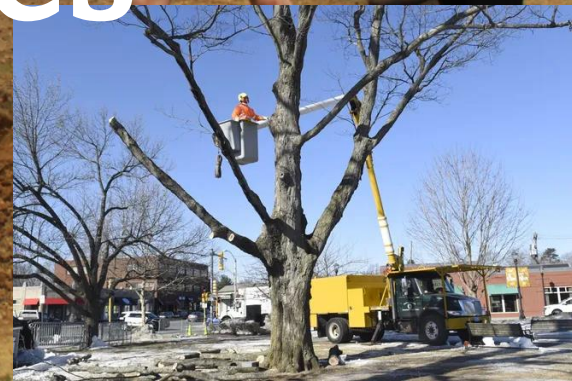
- **Arbor Day is a day of observance in which individuals and groups are encouraged to plant trees.**
- **Celebrated on the last Friday of April.**
- **Arbor Day in Needham:**
 - **Planned activities with community.**

Goals and Impact

- **Goals:**
 - **Environmental Stewardship**
 - **Education & Awareness of the benefits of planting trees**
 - **Inspiring Needham's students to create a more sustainable future.**
- **Environmental Impact**
 - **Stormwater Mitigation**
 - **Habitat Restoration**
 - **Carbon sequestration**
 - **Aesthetically pleasing**

Parks and Forestry

Project Updates



Town Common Renovation

- Goal of this project is to give the community a focal point downtown in which to come together, enjoy the outdoors, and connect to the Needham institutions and businesses all around them.
- Current project status:
 - Design complete by BETA Group.
 - In process of awarding construction bid to M.J. Cataldo Company.
 - Work starting in May, expected completion less than one year.



Claxton Field Design

- Goal is to improve playing field conditions overall.
- Current project status:
 - Design Phase with Weston and Sampson
- Playground Update



McLeod Field Design

Current Status:

- **Designing Field Improvements with Tighe and Bond.**
- **Working with community to get feedback on proposed plans/ideas.**

🏗️ Connectivity through McLeod field to Synthetic fields at DeFazio

🏥 Player/Athlete safety issues

🏃 Formalize JV baseball field

✓ Formally adjust grading and field transitions

🏑 Finish lacrosse wall construction gift to the Town

🚧 Additional fencing improvements

🚗 Spectator seating area

📺 Additional possibilities yet to be determined/discussed



Roadway Classification

Dedham Avenue is an urban principal arterial, carrying a heavy volume of traffic throughout Needham, while Harris Avenue is an urban collector roadway.

Vehicle Speeds

The speed limit along Dedham Avenue in the vicinity of the crosswalk is 30 mph which is dropped from 40 mph a few hundred feet south of the intersection., resulting in the possibility of residual speeding. Additional speed and volume data will be obtained as part of the comprehensive pedestrian safety audit.

Pedestrian Related Collisions

This crosswalk location falls within a high-density pedestrian related crash cluster according to MassDOT Crash records available from 2012-2016. Additional local crash reports are to be obtained and analyzed as part of the comprehensive pedestrian safety audit.

Proximity to Schools, Transit, Parks, Religious Centers, Civic Destinations

This crosswalk is located within a quarter of a mile of the Pollard Middle School and Vesta Park as well as the downtown district.

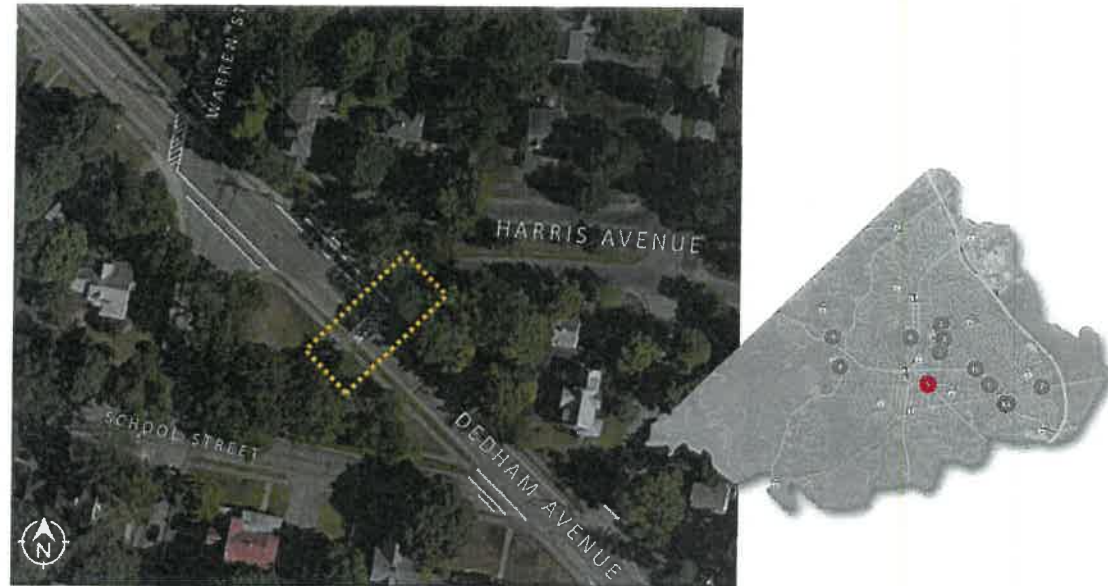
Existing Street Lighting

This crosswalk location falls within an area with average street lighting. Existing lighting shall be further investigated as part of the comprehensive study and shall be compared to FHWA Standards to accurately recommend appropriate measures.

Community Input

This crosswalk location was referenced both by the public and city officials as a dangerous crossing location in Town.

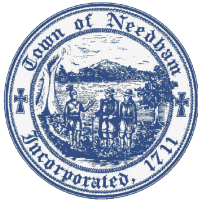
DEDHAM AVENUE AT HARRIS AVENUE



Existing Conditions: The existing marked hatch (zebra) style crosswalk along Dedham Avenue is uncontrolled. There is existing pedestrian crossing signage at the crosswalk (S1-1/W16-7P assembly) for the northbound approach only. Advanced warning school crossing signs (S1-1/W16-9P assembly) are present for both approaches on Dedham Avenue. An in-road pedestrian crossing sign (R1-6) is located within the crosswalk across Dedham Avenue. Street lighting is present on the east side of Dedham Avenue approximately 20 feet south of the crosswalk. There is no lighting on the western side of Dedham Avenue. Ramps servicing the Dedham Avenue crosswalk are non-ADA complaint. Given the complexity of the intersection and the adjacent intersection with Warren Street to the north, pedestrian safety is compromised.

Initial Recommendations: To supplement the marked crosswalk along Dedham Avenue, a pedestrian actuated RRFB system (S1-1/W16-7P assembly) shall be installed as well as advanced pedestrian crossing signage. Crosswalk markings should be refreshed, and accessible ramps shall be installed.

Further recommendations may be suggested at this location as part of the Full Pedestrian Safety Audit, including geometric modifications to the entire intersection to reduce complexity and prioritize pedestrian safety along this high-volume roadway. This may include the elimination or consolidation of the two marked crosswalks along Dedham Avenue in the vicinity of the Harris Avenue/Warren Street intersections. Additional lighting may be required along the western side of Dedham Avenue to efficiently light the crosswalk.

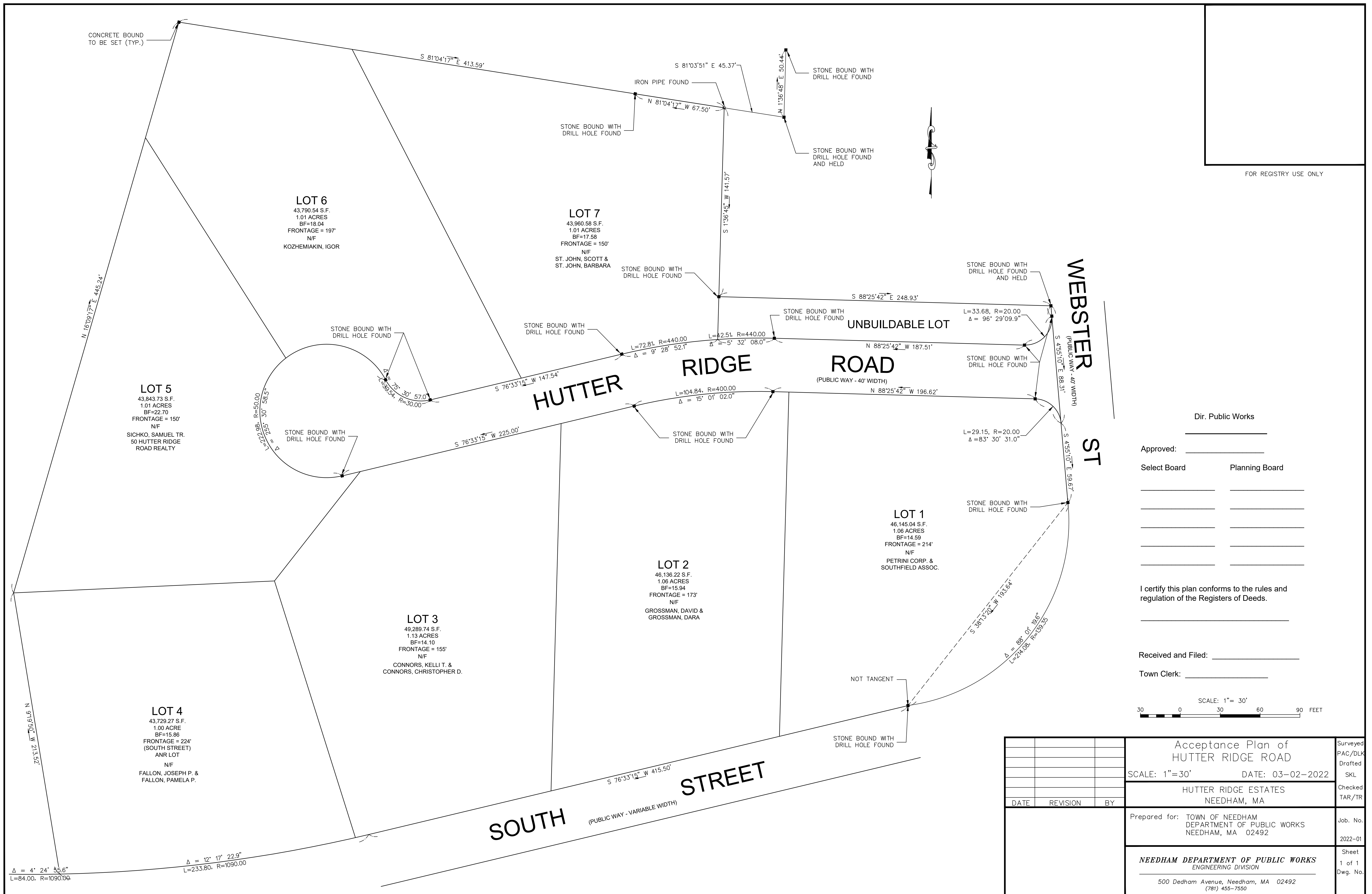


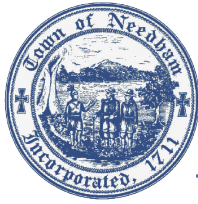
**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 4/26/2022

Agenda Item	Layout Street for Town Acceptance – Hutter Ridge Road
Presenter(s)	Thomas Ryder, Town Engineer

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Hutter Ridge Road is located off of Webster Street; the abutting residents have petitioned the road be accepted at the May 2022 Town Meeting. Forms 2 and 2A of the Street Acceptance procedure were signed by the Select Board at their last meeting, notifying abutters of the Board’s intention to layout and sign the plans at the April 26, 2022 meeting.
2.	VOTE REQUIRED BY SELECT BOARD
	Suggested Motion: “That the Board vote to approve and sign the Acceptance Plan of Hutter Ridge Road.”
3.	BACK UP INFORMATION ATTACHED
	1. Original of Acceptance Plan of Hutter Ridge Road





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

MEETING DATE: 4/26/2022

Agenda Item	Memorandum of Agreement between the Town and the Needham Police Superior Officers Association
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will recommend that the Board approve and sign a Memorandum of Agreement between the Town and the Needham Police Superior Officers Association for the periods FY2022 and FY2023 - 2025. The Agreements achieve a first step in the Board's objective to remove the Police Department from the Civil Service system, provides stipend pay for certification and accreditation requirements, and includes other monetary and language items as shown on the attached MOA.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: "That the Board approve and sign the Memorandum of Agreement between the Town and the Needham Police Superior Officers Association for FY2022 and FY2023 - 2025."	
3.	BACK UP INFORMATION ATTACHED
1. MOAs between the Town and the Needham Police Superior Officers Association	

**Memorandum of Agreement
Fiscal Year 2022**

Agreement is hereby made this _____ day of _____, 2022 by and between the Town of Needham (hereinafter the "Town") and the Needham Police Superior Officers Association (hereinafter the "Association"). Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Association, which by its terms is in effect through June 30, 2021, remain in full force and effect.

1. The term of the Agreement shall be July 1, 2021 through June 30, 2022.
2. All Base Wages contained in Article 23 shall be increased by 2%.
3. A new step 3% higher than the existing top step will be added as of July 1, 2021 and the bottom step will be eliminated.
4. Amend Article 8 Military Leave as follows:

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)~~ forty (40) calendar days per year of such leave to be with full regular straight time pay for normally scheduled work hours.

5. Amend Article 9 Non-occupational Sick Leave:

**ARTICLE 9
NON-OCCUPATIONAL SICK LEAVE**

Section 3. Usage

- (a) 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 an employee 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. **Sick leave used for qualified and approved family and medical leave in accordance with the FMLA is not subject to the ten (10) day limit.**

6. Amend Article 13 Bereavement Leave:

**ARTICLE 13
BEREAVEMENT LEAVE**

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, **grandchildren** and brothers, and sisters, and **legal guardian** of the employee.

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

7. Article 17 Paid Details shall be amended at Section 7 as follows:

Section 7. Lieutenants 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. **Lieutenants shall be paid for eight (8) hours for private details that are requested as eight (8) hour details by the private party, regardless of the number of hours worked.** 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. **Any portion of an hour worked beyond eight (8) hours shall be rounded up to the nearest whole hour.**

8. Amend Article 28 Miscellaneous Provisions by adding a new Section 12 Training as follows:

Section 12. Training Officers attending Police Department training shall be guaranteed a minimum of four (4) hours pay. Officers attending Police Department training 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. Police Department training assignments that 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.

9. The parties acknowledge the Town's right to revoke its acceptance of the Civil Service statutes.
10. Subsequent to the Town taking the necessary steps required by law to withdraw from Civil Service, the following changes shall be made to the Contract:
- 10a. Insert a new Article 30 Section 5 Civil Service Rights as follows, and renumber following sections accordingly:

Section 5. Civil Service Rights Officers permanently appointed under Chapter 31 shall preserve all other rights and privileges to which they are entitled by law as a consequence of the Town's departure from Civil Service.

- 10b. Amend Article 30 section 5 Promotion (now Section 6):

Section 6. Promotion ~~To the extent that the title of Chief of Police and Deputy Chief of Police remain subject to the provisions of M.G.L. c. 31 (Civil Service), the Association agrees that the Town may change its method of selecting candidates for promotion to the rank of Chief of Police and Deputy Chief of Police.~~ The determination of the appropriate method of selection **for the rank of Chief of Police and Deputy Chief of Police** shall be the exclusive prerogative of the Town Manager, consistent with State law and the Town Charter. The Town agrees that the same method of selection for promotion to the rank of Chief of Police and Deputy Chief of Police will apply to all applicants, of any rank, for the position.

- 10c. Remove/Amend contract language relating to Civil Service:

Amend Article 20 Stability and Subordination by inserting in the first paragraph after the words "a Civil Service rule or regulation" the words "(for employees hired under the Civil Service System)" and in the last paragraph after the words "Civil Service Commission" the words "(for employees hired under the Civil Service System)"

- 10d. Amend Article 24 Lay-Offs and Recall, as follows:

ARTICLE 24

LAY-OFFS AND RECALL

Section 1. Lay-offs shall be made in **order of seniority** ~~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. **Officers shall be eligible for recall for a period of ten calendar years from the effective date of the layoff, unless they decline a recall offer by the Town or fail to respond to a recall offer within thirty (30) calendar days from the date of receipt of the recall notice mailed by the Town to the last know address provided by them to the Town.**

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:~~

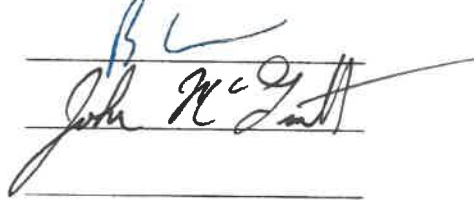
- (a) Seniority Seniority shall be determined by **date of permanent appointment to the Department.** ~~Civil Service Law.~~

Town of Needham

Date: _____

Town Manager/Date

Police Superior Officers Association



Date: 4/20/22

This agreement shall be executed in one or more counterparts, each of which when so executed shall constitute but one and the same instrument.

**Memorandum of Agreement
Fiscal Year 2023, 2024, 2025**

Agreement is hereby made this _____ day of _____, 2022 by and between the Town of Needham (hereinafter the "Town") and the Needham Police Superior Officers Association (hereinafter the "Association"). Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Association, which by its terms is in effect through June 30, 2022, remain in full force and effect.

1. The term of the Agreement shall be July 1, 2022 through June 30, 2025.
2. All Base Wages contained in in Article 16, Salary shall be adjusted as follows:

FY2023 (July 1, 2022)

2.5% increase in base wages

FY2024 (July 1, 2023)

3% increase in base wages

FY2025 (July 1, 2024)

3% increase in base wages

3. Amend Article 5 Hours of Work and Holidays as follows:

**ARTICLE 5
HOURS OF WORK AND HOLIDAYS**

Section 2. 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, **Juneteenth**, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, one-half day the last working day before Christmas, and Christmas Day.

4. Amend Article 16 Wages by inserting a new section 3 Certification Stipend as follows:

Section 3 Certification Stipend In recognition of the significant new obligations and other changes in the terms and conditions of employment for bargaining unit officers under the Police Reform Act of 2020 (See Chapter 253 of the Acts of 2020), and to ensure that the Town can continue to recruit and retain quality police officers, effective July 1, 2022 the Town shall pay each bargaining unit officer an annual certification stipend in the amount of 2% of regular weekly compensation. Effective July 1, 2023 the certification

stipend shall increase to 3% of regular weekly compensation. Effective July 1, 2024 the certification stipend shall increase to 5% of regular weekly compensation. The certification stipend shall be paid to each bargaining unit officer until if and when any such officer is no longer Certified by the Police Training and Standards Commission. The stipend will be paid in each pay period. Upon decertification of any officer by the POST Commission, such officer is no longer eligible for employment as a police officer by the Town, subject to whatever reinstatement rights may be available to such officer under the law.

5. Amend Article 6 Leave of Absence Section 4 as follows:

Section 4. Personal Day ~~One (1)~~ **Two (2)** day's leave of absence from work at regular straight-time pay for normally scheduled hours shall be granted every calendar year to members of the bargaining unit, provided that such leave be requested in writing to the Chief of Police/designee at least 48 hours prior to the date selected. Personal leave is not cumulative and must be used in the fiscal year in which it is granted.

6. Amend Article 16 Wages by inserting a new Section 4 a POST Supervisory and Certification/Accreditation Stipend in the amount of \$1,000 to be paid annually on or about July 1st.

7. Article 17 Paid Details shall be amended as follows:

Section 1. Private Detail Rates

Basic Rate **\$55 \$57 effective July 1, 2022 and \$60 effective July 1, 2023**

Section 4. Town Detail Rates \$48 Details worked for the Town of Needham shall be set at \$7.00 less than the private detail rate.

8. Effective July 1, 2022, delete Article 24 Educational Incentive Section 2 and insert in place thereof the following:

Section 2. Educational Incentive

- (a) Each officer with a qualifying degree in criminal justice shall receive compensation for earned educational credits as of September 1st of each year, equal to a percentage of his/her annual base pay in weekly installments as follows:

<u>Education Level</u>	<u>Current Rates</u>
CJ Associates Degree	10% of base pay
CJ Bachelor's Degree	20% of base pay
CJ Masters/Law Degree	25% of base pay

- (b) It is the intent of this Section to guarantee 100% payment of full Education Incentive pay benefits for all officers with qualifying degrees notwithstanding the date by which

an employee was hired by the Town or by which an employee matriculated for or received any degrees covered by this Article. Further nothing in M.G.L., c. 41, s. 108L or any current or subsequent legislation that might affect M.G.L., c. 41, s. 108L, or the City's reimbursement by the Commonwealth, shall disqualify any employee from receipt of the benefits under this provision. If M.G.L., c. 41, s. 108L, shall be repealed or amended, employees shall continue to receive the Education Incentive pay and percentages they were/are entitled to and were/are receiving or may be entitled to receive in accordance with said c. 41, s. 108L, had said statute not been repealed or amended, and the Town shall pay the entire amount thereof.

- (c) As long as a college or university is accredited by the Massachusetts Board of Higher Education or one of the regional boards listed below, neither an officer's enrollment date nor the failure of the Massachusetts Board of Higher Education to certify a particular criminal justice or law enforcement program will impact an officer's eligibility for payments under this Section. The eligible regional accreditation boards are:

- Middle States Commission on Higher Education
- New England Association of Schools and Colleges
- New England Commission of Higher Education
- Northwest Commission on Colleges and Universities
- Higher Learning Commission (formerly North Central Association of Colleges and Schools).
- Southern Association of Colleges and Schools
- Western Association of Schools and Colleges
- Board of Regents of the State of New York

- (d) In addition to Criminal Justice or Law degrees, the following areas of study/degree programs will be eligible for education incentive pay:

Associate's and Bachelor's Degrees: Criminology, Forensic Science, Business Administration, Finance, Accounting, Information Technology, Computer Science, Management, Psychology, Sociology, Social Work, Law/Legal Studies, Emergency Management.

Master's Degrees: Criminology, Business Administration, Public Administration

- (e) Other degree programs may be accepted on a case-by-case basis if deemed job-related by the Town Manager and Police Chief. Employees may need to show transcripts and coursework completed for degrees in order to have degree deemed job-related.
- (f) Education Incentive pay shall be included in base pay for the purposes of computing overtime/court-time pay, sick pay, injured pay, holiday pay, vacation pay, or any other form of paid leave.

9. Amend Article 15 Vacation Leave:

ARTICLE 15
VACATION LEAVE

Section 1. Vacation

- (a) Employees will be credited with vacation leave on the first day of the **fiscal ealendar** year for use during that ~~ealendar~~ 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
Continuous Service | Vacation Leave Allowance
As of July January 1 |
|---------------------------------|---|
| 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 **fiscal ealendar** 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 **fiscal ealendar** 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 **fiscal ealendar** 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 **fiscal ealendar** year.

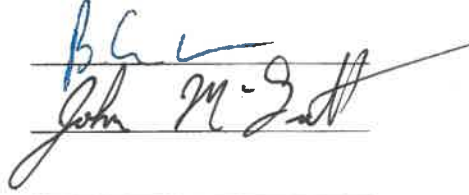
Section 2. Vacation Buyback Effective July 1, 2015, upon the request of any employee who has twenty (20) or more years of service, the Town shall buy back up to five (5) days of accumulated, unused vacation leave annually. Eligible employees wishing to have vacation leave bought back in any year shall so advise the Chief of Police and the Director of Human Resources in writing by ~~June 30th~~ ~~December 31st~~ of the prior year for the next succeeding year and the Town shall pay out the vacation leave by ~~July-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.

NOTE: The provisions of this section will become effective July 1, 2023. Members of the bargaining unit will be credited with one half of their vacation allocation as of January 1, 2023, and a full amount on July 1, 2023. Vacation granted on January 1, 2023, may be carried forward in addition to the annual allotment granted on July 1, 2023, through June 30, 2024.

Town of Needham

Date: _____

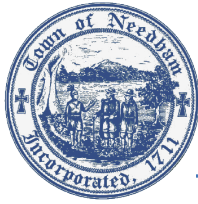
Police Superior Officers Association



Date: 4/20/22

Town Manager/Date

This agreement shall be executed in one or more counterparts, each of which when so executed shall constitute but one and the same instrument



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

MEETING DATE: 4/26/2022

Agenda Item	Community Farm License Agreement
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will recommend that the Board vote to approve a new Community Farm License Agreement to allow the Farm to make improvements to its facilities. Changes from the prior license include: • <u>Term</u>: The prior license agreement was for a one-year term (May 1, 2021-April 30, 2022), with the option of one-year renewals. The new license agreement is for a ten-year term (May 1, 2022-April 30, 2032). Notwithstanding the longer term, the agreement remains terminable at will by the Town, which is the key distinguishing feature of a license as compared to a lease. • <u>Community Growing Beds</u>: The prior version of the license agreement did not contemplate the construction of community growing beds. The new license agreement specifically allows for community growing beds within the licensed area, and also allows NCF to sublicense these growing beds to members of the public. • <u>Signs</u>: The prior version of the license agreement did not discuss signs. The new license agreement specifically authorizes NCF to have signs, provided they are consistent with the Town's Sign Bylaw and are related to the purposes of the farm, recognize sponsors or donors, or are otherwise consistent with the safe operation of a community farm.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: "That the Board vote approve and authorize the Town Manager to approve the new ten-year License Agreement with the Needham Community Farm."	
3.	BACK UP INFORMATION ATTACHED
a. Proposed License Agreement	

LICENSE AGREEMENT BETWEEN TOWN AND NEEDHAM COMMUNITY FARM

The Town of Needham, acting through its Town Manager, with the approval of the Select Board, (hereinafter referred to as the TOWN OR LICENSOR), enters into this license agreement with the Needham Community Farm, Inc. (hereinafter referred to as the LICENSEE).

The TOWN shall license Area A of the attached map, consisting of 3.26 acres of the former Nike Site, located near the intersection of Pine Street and Charles River Street (Map 306, Parcel 11) from the Town of Needham, Massachusetts, for the purpose of operating an education-related community farm, according to the terms specified below:

1. PREMISES

- A. The TOWN shall license Area A of the attached map, consisting of 3.26 acres of the former Nike Site, located near the intersection of Pine Street and Charles River Street (Map 306, Parcel 11) to the LICENSEE, for the purpose of operating a community farm addressing food insecurity, environmental sustainability and community building through crop production, and education, subject to any and all of the following restrictions:
- 1) Use of property: Non-Profit in nature, primarily focused on food insecurity, education and community engagement, and may include the operation of growing beds that are sublicensed to members of the public. The Town shall have the right to review and approve the terms of such sublicenses and such approval will be reasonably granted.
 - 2) Hours of Access: Dawn to Dusk.
 - 3) No permanent structures or utilities (e.g., greenhouses, farm stands, foundations, barns, and/or electrical utilities) are allowed unless specifically agreed to by the LICENSOR. The LICENSEE will work with the Department of Public Works to make the necessary connections to gain water service. Additionally, with the exception of the hoop house that currently exists on the site, no other building or structure may be constructed on the premises with an area greater than 100 sq.ft. or more than 8 ft. in height, except than within the area designated for community licensed beds a building or structure may be constructed up to 120 square feet in area and up to 10 feet in height. Structures of less than 100 sq. ft. and up to 8 ft. in height are permitted provided these structures are temporary in nature and are removed at the end of the license period. Further, LICENSOR grants Licensee the right to erect any signs on Area A, consistent with the Sign Bylaw, that explain the purpose of the community farm or its activities, provide warning or guidance, recognize sponsors of or donors to the Licensee, or are otherwise consistent with the safe operation of a community farm.
 - 4) The Town will permit a connection to an existing 2" diameter water line which runs from the street to the field area. A meter pit already is in place, which will allow the water usage to be metered.

- 5) No utilities or expenses are included in the license. Parking, however, is included, but is subject to all restrictions placed by the Conservation Commission on this parcel and land abutting this parcel.
- 6) The LICENSEE is required to fence the licensed portion, at its sole expense. If the intended area of cultivation is less than the licensed area, the fence may be constructed around the cultivated portion of the licensed area only. The fence must be no more than 8 ft. in height.
- 7) No farm animals are allowed on the premises. The Town acknowledges that it has granted permission for bee hives to be on Area A, within the fenced area.
- 8) No trees may be cleared or cut down.
- 9) The licensed site will exist adjacent to an area designated for off-leash dogs and walking trails. The licensed use must remain harmonious with any of the aforementioned concurrent activities.
- 10) The use of the property is on an "as is" basis. The Town of Needham is not responsible for maintaining the access road, nor making improvements to the parking area.
- 11) A composting pile is permitted consisting of rotted produce and other organic (non-fatty) materials. Paper, cardboard, wood, plastic and other non-compostable waste must be removed from the site.
- 12) LICENSEE must provide trash receptacles and trash removal from the site.
- 13) Produce may not be sold on site. The LICENSEE may sell produce off site, but must agree to direct 100% of the profits generated by the sale of produce to support food insecurity in Needham and the surrounding area, and to support educational and other farming and civic activities.
- 14) LICENSEE agrees to return the site to its present condition upon termination of the license. This includes reseeding any cultivated portions to return the land to its natural grass state.
- 15) The LICENSOR reserves the right to visit the licensed site, and to have the site inspected for safety and other considerations.
- 16) The LICENSOR reserves the right to negotiate the future disposition of the entire Nike site, including the licensed area. The LICENSOR may terminate this license, provided that in the event of a termination it shall provide the LICENSEE with the maximum advance notice practicable before such termination becomes effective.
- 17) The LICENSEE understands that it may not create or implement farm curriculum or programs within the Needham Public Schools, without the prior express written approval of the Superintendent of Schools. The development of any school-related K-12 farm-based curriculum must be done in conjunction with the Director of Program Development and Implementation and appropriate Needham Public Schools curriculum leaders. In no instance may the LICENSEE create programs or curriculum that will require additional resources to be expended by the Needham School Department, without the express approval of the Superintendent of Schools.
- 18) The LICENSEE agrees to allow the Town of Needham to conduct a criminal background check on all community farm personnel, in accordance with state law. All such individuals are required to submit a signed CORI authorization form to the office of the Town Manager for any new personnel during the duration of the agreement.

- 19) Fees cannot be charged to Needham Public Schools for students who visit the site during the regular school day, nor to the students who visit the site as participants of the Needham Public Schools extracurricular programs such as EASE, MAS, Summer School, Adult Ed, Science Center, and Preschool. Fees may be charged to non-Needham public school to private school groups for programs run on the community farm site.

2. LICENSE TERM

The term of this license shall commence on May 1, 2022 and continue through April 30, 2032 and may be extended thereafter for additional periods of time at the sole option of the TOWN.

3. QUIET ENJOYMENT

- A. The LICENSOR hereby warrants and covenants that the LICENSEE shall have peaceful and quiet use of the PREMISES without hindrance or interruption on the part of the LICENSEE or by any other person(s) for whose actions the LICENSOR is legally responsible, or by any person claiming by, through or under LICENSOR, except as herein provided.
- B. The LICENSOR reserves the right for itself and its agents to enter the PREMISES and the Building or any parts thereof at any time to make inspections, alterations, or additions in or to the PREMISES or the Building. Notwithstanding the above, the LICENSOR may enter the PREMISES at any hour and without twenty-four (24) hour notice in the case of emergency affecting the PREMISES.

4. FEE

- A. The fee *per annum* for the period May 1, 2022 to April 30, 2032, and for each of any optional renewal years, shall be \$1.00 per annum. The fee is due and payable each year on the first day of May.
- B. Failure to make any payment within ninety days after it is due shall be considered a violation of this license.

5. INSURANCE

The LICENSEE agrees to obtain and maintain general liability and motor vehicle liability insurance policies protecting the LICENSOR in connection with any operations included in this Agreement, and shall have the LICENSOR as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$1,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$1,000,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.

6. RESTRICTIONS ON ASSIGNMENT; NATURE OF PREMISES

The LICENSEE shall not assign this license agreement nor sublet the whole or any part of the PREMISES without the LICENSOR'S prior consent, except that sublicenses for community growing beds may be freely granted as long as the form of the sublicense shall be in a form approved by the Town in accordance with Section 1.A 1 above.

7. LICENSEE'S OBLIGATIONS

The LICENSEE shall meet or exceed all criteria listed in the February 19, 2016 Request for Proposals, issued by the Needham Public Schools and incorporated herein by reference, during the entire license term.

8. ALTERATIONS AND RENOVATIONS

Any renovation or alteration to the PREMISES by the LICENSEE, other than those necessarily incident to the operation of a farm, *e.g.* tilling or preparing land for agricultural production, building additional growing beds, must be submitted to the LICENSOR and approved in advance in writing. LICENSOR recognizes that at the inception of the License there were not any structures on Area A owned by the LICENSOR. The cost of any renovation or alteration will be at the expense of the LICENSEE. Upon termination of this lease, the PREMISES must be restored to its original condition by the LICENSOR.

9. NOTICE

All notices required to be given under this lease agreement shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to:

The Town of Needham:	Name: Kate Fitzpatrick
	Title: Town Manager
	Address: Town Hall
	1471 Highland, Needham MA 02492

The LICENSEE:	Name: Susan Shaver
	Title: President
	Company: Needham Community Farm, Inc.
	Address: PO Box 920844, Needham, MA 02492

10. SUBORDINATION

This license shall be subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter on the property of which the PREMISES is a part, and the TOWN shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show such subordination, provided that the TOWN receives a satisfactory Subordination, Non-Disturbance and Attornment Agreement

confirming that its possession of the PREMISES shall not be disturbed so long as it is not in default.

11. MISCELLANEOUS

This license shall be governed by and construed in accordance with the law of Massachusetts. It may not be recorded. It contains the entire agreement of the parties and supersedes all prior and contemporaneous oral and written agreements. It may be modified only by a writing signed by both parties hereto. No provision of this license agreement shall be interpreted to create any relationship between the parties hereto other than that of LICENSOR and LICENSEE. The LICENSEE expressly recognizes that this License Agreement does not create an interest in real property and is merely a license for the use of the property identified in Paragraph 1. A above. The titles of the paragraphs herein are for convenience only and shall not be considered in construing this lease. If a court declares one or more of the provisions of this license invalid, the validity of the remaining provision of this license shall not be affected thereby.

12. CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

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

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

Social Security Number or
Federal Identification Number

Signature of Individual
or Corporate Name

BY: _____
Corporate Officer (if applicable)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this and three (3) duplicates, on this _____ day of _____, _____.

LICENSOR:

TOWN MANAGER: _____

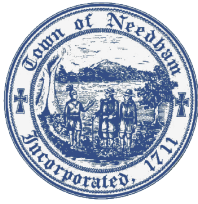
LICENSEE: _____

BY:

APPROVED AS TO FORM:

Town Counsel

Dated: _____



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

MEETING DATE: 4/26/2022

Agenda Item	Annual & Special Town Meeting Preparation
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will discuss articles in the Annual and Special Town Meeting Warrants and take any action deemed necessary.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> That the Board vote to support (not to support) article _____ in the Annual Town Meeting Warrant and vote to support (not to support) article _____ in the Special Town Meeting Warrant.	
3.	BACK UP INFORMATION ATTACHED
1. Annual Town Meeting Warrant provided under separate cover 2. Final Special Town Meeting Warrant 3. Status of Articles as of 4.21.2022	

TOWN OF NEEDHAM



SPECIAL TOWN MEETING WARRANT

MONDAY, MAY 9, 2022

7:30 P.M.

JAMES HUGH POWERS HALL, NEEDHAM TOWN HALL

1471 HIGHLAND AVENUE

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

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

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

In the name of the Commonwealth of Massachusetts, you are hereby required to notify the qualified Town Meeting Members of the Town of Needham to meet in the Needham Town Hall on:

MONDAY, THE NINTH DAY OF MAY 2022

At seven thirty o'clock in the afternoon, then and there to act upon the following articles, viz:

HUMAN RESOURCE ARTICLES

ARTICLE 1: 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 fiscal year 2022 Classification, Performance, and Settlements line to the appropriate lines in the Operating Budget for fiscal year 2021 and fiscal year 2022; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

PERSONNEL BOARD RECOMMENDS THAT: Article be Adopted

Article Information: The Town and the Fire Union have reached agreement on a contract for fiscal year 2021 and 2022. The Agreement provides for numerous language changes, and a general wage increase of 3% in fiscal year 2021 and 2% in fiscal year 2022, consistent with other employee groups. The contract brings the Fire Union current. The parties will continue to meet to reach agreement on a successor agreement for fiscal year 2023 and beyond. Specifics on the Agreement with the Union are available on the Town's May 9, 2022 Special Town Meeting webpage.

ARTICLE 2: 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 and fiscal year 2023; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

PERSONNEL BOARD RECOMMENDS THAT: Article be Adopted

Article Information: The Town and the Needham Police Union have agreed on two contracts – one for fiscal year 2022 and one for fiscal year 2023 through fiscal year 2025. The agreement implements critical priorities of the Select Board including internal wage parity with respect to education pay, ensuring the Town’s ability to recruit and retain the highest quality staff, and agreement to replace the Civil Service system with an alternative, locally based system. Such system will be implemented after the Town’s petition to leave Civil Service, proposed under Article 4, is approved by the General Court and the Governor. Specifics on the Agreement with the Union are available on the Town’s May 9, 2022 Special Town Meeting webpage.

ARTICLE 3: 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 and fiscal year 2023; or take any other action relative thereto.

INSERTED BY: Select Board

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

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

Article Information: At the time of the printing of the Warrant, the parties had not reached agreement on a contract. If the parties reach agreement on a contract, specifics will be available on the Town’s May 9, 2022 Special Town Meeting webpage.

GENERAL ARTICLES

ARTICLE 4: HOME RULE PETITION TO EXEMPT POLICE DEPARTMENT FROM CIVIL SERVICE

To see if the Town will vote to authorize the Select Board to petition the General Court for special legislation to exempt the Police Department, including the Chief of Police, from chapter 31 of the General Laws, the Massachusetts Civil Service Law; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Town Manager approves amendments to the bill before enactment by the General Court; and provided further that the Town Manager is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition:

AN ACT EXEMPTING ALL POSITIONS IN THE POLICE DEPARTMENT OF THE TOWN OF NEEDHAM FROM THE CIVIL SERVICE LAW

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

SECTION 1. Notwithstanding any general or special law to the contrary, all positions in the police department of the town of Needham, including the position of chief of police, shall be exempt from chapter 31 of the General Laws.

SECTION 2. This act shall not impair the civil service status of a person holding a position described in section 1 on the effective date of this act.

SECTION 3. Notwithstanding section 2, no appointment or promotion made after the effective date of this act shall be subject to chapter 31 of the General Laws.

SECTION 4. This act shall take effect upon its passage.

Or to take any other action relative thereto.

INSERTED BY: Select Board

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

Article Information: The Civil Service system is outdated and problematic. It was adopted in the early 20th century primarily to protect hiring and discipline from patronage. Those goals are better addressed now by other laws and regulations, and by public employee collective bargaining rights. Removing the Town from Civil Service will strengthen necessary management rights and accountability and allow greater flexibility in hiring and promotions. A locally-based system of recruitment and promotion – rather than one controlled at the State level – will allow the Town to recruit highly qualified candidates for increasingly difficult to fill police officer positions. Such enhanced recruitment opportunities will also be useful in increasing the diversity of the police force.

Information about the process developed to replace the Civil Service promotion system is included in the Memorandum of Agreement between the Town and the Needham Police Union located on the May 9, 2022 Special Town Meeting webpage. A draft policy on recruitment of police officers at initial hire is available on that webpage as well.

And you are hereby directed to serve this Warrant by posting copies thereof in not less than twenty public places in said Town at least fourteen 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 22nd day of March 2022.

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

Select Board of Needham

A TRUE COPY

Attest:

Constable:

TOWN MEETING
Status of Articles 4.21.2022

#	Article	Status	SB Position	FC Position	SB	FC	CPC	Planning
	ANNUAL TOWN MEETING							
1	ANNUAL TOWN ELECTION							
2	COMMITTEE AND OFFICER REPORTS							
3	ESTABLISH ELECTED OFFICIALS' SALARIES		Adopt	Adopt	Marianne	Jim		
4	APPROPRIATE FOR NEEDHAM PROPERTY TAX ASSISTANCE PROGRAM		Adopt	Adopt	Heidi	Barry		
5	APPROPRIATE FOR PUBLIC FACILITIES MAINTENANCE PROGRAM		Adopt	Adopt	Marcus	Dick		
6	APPROPRIATE FOR SMALL REPAIR GRANT PROGRAM		Adopt	Adopt	Matt	Carol		
7	APPROPRIATE FOR RTS SERVICE DELIVERY STUDY		Adopt	Adopt	Kevin	Dick		
8	APPROPRIATE FOR PARKING STUDY		Adopt	Adopt	Marianne	Jim		
9	APPROPRIATE FOR PAYMENT OF UNPAID BILLS OF PRIOR YEARS		Adopt	Adopt	Heidi	Jim		
10	APPROPRIATE THE FY2023 OPERATING BUDGET	Amend	Adopt	Adopt	Marianne	Josh		
11	APPROPRIATE THE FY2023 SEWER ENTERPRISE FUND BUDGET		Adopt	Adopt	Matt	Louise		
12	APPROPRIATE THE FY2023 WATER ENTERPRISE FUND BUDGET		Adopt	Adopt	Matt	Louise		
13	AUTHORIZATION TO EXPEND STATE FUNDS FOR PUBLIC WAYS		Adopt	Adopt	Heidi	Rick		
14	SET THE ANNUAL DEPARTMENT REVOLVING FUND SPENDING LIMITS		Adopt	Adopt	Marcus	Jim		
15	APPROPRIATE TO COMMUNITY PRESERVATION FUND		Adopt	Adopt	Kevin	Tom	Peter	

TOWN MEETING
Status of Articles 4.21.2022

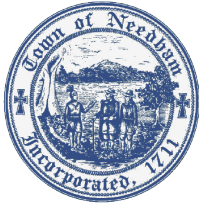
#	Article	Status	SB Position	FC Position	SB	FC	CPC	Planning
16	APPROPRIATE TO COMMUNITY PRESERVATION FUND SUPPLEMENT		Adopt	Adopt	Marcus	Rick	Rick	
17	APPROPRIATE FOR NHA PRE-DEVELOPMENT LINDEN CHAMBERS		Adopt	Adopt	Marcus	Jim	Laura	
18	APPROPRIATE FOR NHA PROPERTY SURVEY		Adopt	Adopt	Marcus	John	Chris	
19	APPROPRIATE FOR COMMUNITY FARM GROWING BEDS		Adopt	Adopt	Kevin	John	Artie	
20	APPROPRIATE FOR HIGH SCHOOL TENNIS COURTS DESIGN		Adopt	Not Adopt	Kevin	Tom	Joe	
21	APPROPRIATE FOR EMERY GROVER RENOVATION	Amend/Emergency Preamble	Adopt		Marianne	Josh	Bob	
22	APPROPRIATE FOR HILLSIDE SCHOOL HEATING REPAIRS AND UPGRADES		Adopt	Adopt	Marianne	John		
23	APPROPRIATE FOR GENERAL FUND CASH CAPITAL		Adopt	Adopt	Matt	Josh		
24	APPROPRIATE FOR POLLARD SCHOOL LOCKER ROOM RETROFIT		Adopt	Adopt	Kevin	John		
25	APPROPRIATE FOR PUBLIC WORKS INFRASTRUCTURE		Adopt	Adopt	Matt	Louise		
26	LIBRARY SPACE UTILIZATION STUDY		Adopt	Adopt	Heidi	Louise		
27	DPW COMPLEX FEASIBILITY STUDY		Adopt	Adopt	Kevin	Dick		
28	APPROPRIATE FOR SEWER ENTERPRISE FUND CASH CAPITAL		Adopt	Adopt	Marcus	Louise		
29	RESCIND DEBT AUTHORIZATIONS		Adopt	Adopt	Heidi	Josh		
30	APPROPRIATE FOR COMPENSATED ABSENCES FUND		Adopt	Adopt	Heidi	Rick		
31	APPROPRIATE TO ATHLETIC FACILITY IMPROVEMENT FUND	Amend	Adopt	Adopt	Marcus	Tom		
32	APPROPRIATE TO WORKERS COMPENSATION FUND		Adopt	Adopt	Kevin	Carol		

TOWN MEETING
Status of Articles 4.21.2022

#	Article	Status	SB Position	FC Position	SB	FC	CPC	Planning
33	APPROPRIATE TO PUBLIC SAFETY INJURY ON DUTY FUND		Adopt	Adopt	Kevin	Carol		
34	AMEND GENERAL BY-LAW SNOW & ICE ON SIDEWALKS		Adopt	Adopt	Matt	Barry		
35	AMEND GENERAL BY-LAWS – HOUSEHOLD REFUSE		Adopt	Adopt	Matt	Tom		
36	STREET ACCEPTANCE – HUTTER RIDGE ROAD		Adopt	Adopt	Heidi	Carol		
37	AMEND GENERAL BY-LAWS – NEEDHAM HOUSING AUTHORITY TERM CYCLE		Adopt	No Position	Marcus	Barry		
38	AMEND CHARTER - NEEDHAM HOUSING AUTHORITY TERM CYCLE AND TENANT MEMBER APPOINTMENT		Adopt	No Position	Marcus	Barry		
39	INCREASE CONTRIBUTORY RETIREMENT COLA ALLOWANCE		Adopt	Adopt	Heidi	Dick		
40	CITIZENS' PETITION - AMEND GENERAL BY-LAWS		Not Adopt	No Position	Kevin	Rick		
41	OMNIBUS							
	SPECIAL TOWN MEETING							
1	FUND COLLECTIVE BARGAINING AGREEMENT – NEEDHAM FIRE UNION		Adopt	Adopt	Marianne	Rick		
2	FUND COLLECTIVE BARGAINING AGREEMENT – NEEDHAM POLICE UNION		Adopt	Adopt	Marianne	Rick		
3	FUND COLLECTIVE BARGAINING AGREEMENT – NEEDHAM POLICE SUPERIOR OFFICERS ASSOCIATION				Marianne	Rick		

TOWN MEETING
Status of Articles 4.21.2022

#	Article	Status	SB Position	FC Position	SB	FC	CPC	Planning
4	HOME RULE PETITION TO EXEMPT POLICE DEPARTMENT FROM CIVIL SERVICE		Adopt		Marianne	Rick		

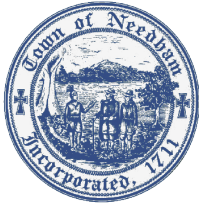


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 4/26/2022

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
Discussion Only	
3.	BACK UP INFORMATION ATTACHED
None	

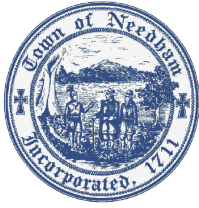


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 4/26/2022

Agenda Item	Dangerous Dog Update
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Chair will present an update regarding Axel, a dangerous dog residing at 233 West Street with its owner Diana Rasoul-Agha.	
2.	VOTE REQUIRED BY SELECT BOARD
Discussion Only	
3.	BACK UP INFORMATION ATTACHED
None	

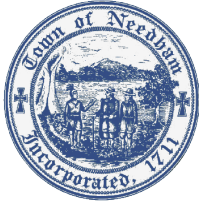


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 4/26/2022

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
Discussion Only	
3.	BACK UP INFORMATION ATTACHED
None	



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

MEETING DATE: 4/26/2022

Agenda Item	Executive Session
Presenter(s)	

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
1.) Exception 6: Interest in Real Property	
2.	VOTE REQUIRED BY SELECT BOARD
<u>Exception 6:</u> To consider the purchase, exchange, lease, or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. Not to return to Open Session prior to adjournment	
T	BACK UP INFORMATION ATTACHED
None.	

General Government Employees (40 Hours)
FY2024 - Effective July 1, 2023

Hourly	1	2	3	4	5	6	7	8	9	10	11
GF11	\$37.32	\$39.74	\$41.81	\$43.53	\$45.05	\$46.50	\$47.85	\$49.09	\$50.22	\$51.21	\$52.25
GF10	\$35.54	\$37.85	\$39.83	\$41.45	\$42.90	\$44.27	\$45.55	\$46.73	\$47.81	\$48.77	\$49.76
GF09	\$33.85	\$36.06	\$37.93	\$39.48	\$40.86	\$42.17	\$43.40	\$44.52	\$45.55	\$46.46	\$47.39
GF08	\$32.55	\$34.29	\$35.70	\$36.98	\$38.20	\$39.35	\$40.41	\$41.38	\$42.25	\$43.10	\$43.96
GF07	\$31.00	\$32.66	\$34.00	\$35.22	\$36.39	\$37.48	\$38.48	\$39.40	\$40.23	\$41.04	\$41.87
GF06	\$29.53	\$31.11	\$32.38	\$33.54	\$34.65	\$35.69	\$36.65	\$37.53	\$38.31	\$39.08	\$39.88
GF05	\$28.12	\$29.62	\$30.83	\$31.94	\$33.00	\$33.99	\$34.91	\$35.75	\$36.49	\$37.22	\$37.97
GF04	\$26.49	\$27.91	\$29.06	\$30.11	\$31.10	\$32.03	\$32.89	\$33.68	\$34.39	\$35.07	\$35.78
GF03	\$24.09	\$25.38	\$26.42	\$27.37	\$28.27	\$29.12	\$29.90	\$30.62	\$31.26	\$31.89	\$32.53
GF02	\$21.90	\$23.07	\$24.01	\$24.88	\$25.71	\$26.47	\$27.19	\$27.84	\$28.42	\$28.99	\$29.58
GF01	\$19.91	\$20.97	\$21.83	\$22.62	\$23.38	\$24.07	\$24.72	\$25.31	\$25.85	\$26.36	\$26.89

General Government Employees (37.50 Hours)
FY2024 - Effective July 1, 2023

Hourly	1	2	3	4	5	6	7	8	9	10	11
GT11	\$39.81	\$42.39	\$44.60	\$46.43	\$48.06	\$49.60	\$51.04	\$52.36	\$53.56	\$54.63	\$55.73
GT10	\$37.91	\$40.37	\$42.48	\$44.22	\$45.76	\$47.22	\$48.58	\$49.85	\$51.00	\$52.02	\$53.08
GT09	\$36.11	\$38.46	\$40.46	\$42.11	\$43.58	\$44.98	\$46.29	\$47.49	\$48.58	\$49.56	\$50.55
GT08	\$34.72	\$36.58	\$38.08	\$39.44	\$40.75	\$41.97	\$43.10	\$44.13	\$45.06	\$45.97	\$46.89
GT07	\$33.07	\$34.84	\$36.26	\$37.57	\$38.81	\$39.97	\$41.05	\$42.03	\$42.91	\$43.77	\$44.65
GT06	\$31.49	\$33.18	\$34.54	\$35.78	\$36.96	\$38.07	\$39.09	\$40.03	\$40.87	\$41.69	\$42.53
GT05	\$29.99	\$31.60	\$32.89	\$34.07	\$35.20	\$36.25	\$37.24	\$38.13	\$38.93	\$39.70	\$40.50
GT04	\$28.26	\$29.77	\$31.00	\$32.11	\$33.17	\$34.16	\$35.08	\$35.92	\$36.68	\$37.41	\$38.16
GT03	\$25.69	\$27.07	\$28.18	\$29.19	\$30.16	\$31.06	\$31.90	\$32.66	\$33.35	\$34.01	\$34.69
GT02	\$23.36	\$24.61	\$25.61	\$26.53	\$27.41	\$28.23	\$29.00	\$29.69	\$30.31	\$30.92	\$31.54
GT01	\$21.23	\$22.37	\$23.29	\$24.13	\$24.93	\$25.67	\$26.37	\$27.00	\$27.57	\$28.12	\$28.68

General Government Employees
FY2024 - Effective July 1, 2023

Annual	1	2	3	4	5	6	7	8	9	10	11
15	\$119,190.40	\$125,150.34	\$130,156.81	\$134,061.77				Merit Range			\$166,865.74
14	\$108,354.44	\$113,771.90	\$118,322.86	\$121,872.74				Merit Range			\$151,696.22
13	\$98,504.04	\$103,429.76	\$107,566.62	\$110,793.49				Merit Range			\$137,905.65
12	\$89,549.13	\$94,026.58	\$97,787.64	\$100,721.54				Merit Range			\$125,368.78
11	\$77,620.46	\$82,667.30	\$86,967.21	\$90,540.38	\$93,709.79	\$96,717.71	\$99,523.76	\$102,107.74	\$104,449.48	\$106,528.78	\$108,668.64
10	\$73,926.17	\$78,730.76	\$82,828.80	\$86,220.28	\$89,228.20	\$92,074.62	\$94,739.35	\$97,202.21	\$99,443.01	\$101,441.56	\$103,500.67
9	\$70,413.56	\$74,996.10	\$78,892.26	\$82,122.24	\$84,988.85	\$87,714.14	\$90,257.75	\$92,599.49	\$94,739.35	\$96,636.96	\$98,574.95
8	\$67,708.46	\$71,322.00	\$74,249.17	\$76,913.90	\$79,457.51	\$81,839.62	\$84,040.04	\$86,058.78	\$87,875.64	\$89,631.95	\$91,428.62
7	\$64,478.48	\$67,930.52	\$70,716.37	\$73,259.98	\$75,682.47	\$77,943.45	\$80,042.94	\$81,960.74	\$83,676.67	\$85,352.22	\$87,068.15
6	\$61,409.99	\$64,700.54	\$67,345.08	\$69,767.57	\$72,068.93	\$74,228.98	\$76,227.53	\$78,064.58	\$79,699.76	\$81,294.56	\$82,929.74
5	\$58,482.83	\$61,611.87	\$64,135.29	\$66,436.65	\$68,637.08	\$70,696.19	\$72,613.99	\$74,350.10	\$75,904.53	\$77,418.58	\$78,973.01
4	\$55,111.53	\$58,058.89	\$60,441.00	\$62,621.24	\$64,680.35	\$66,618.34	\$68,415.01	\$70,050.19	\$71,523.87	\$72,957.17	\$74,410.66
3	\$50,105.06	\$52,789.99	\$54,950.03	\$56,928.40	\$58,805.82	\$60,562.13	\$62,197.30	\$63,691.17	\$65,023.53	\$66,315.53	\$67,647.89
2	\$45,542.72	\$47,985.39	\$49,943.57	\$51,740.24	\$53,456.17	\$55,050.97	\$56,544.84	\$57,897.39	\$59,108.63	\$60,299.69	\$61,510.93
1	\$41,404.31	\$43,624.92	\$45,421.59	\$47,056.77	\$48,611.20	\$50,064.69	\$51,417.24	\$52,648.67	\$53,758.98	\$54,828.91	\$55,919.03

General Government Employees (40 Hours)
FY2023 - Effective July 1, 2022

Hourly	1	2	3	4	5	6	7	8	9	10	11
GF11	\$36.41	\$38.77	\$40.79	\$42.47	\$43.96	\$45.37	\$46.68	\$47.89	\$49.00	\$49.96	\$50.97
GF10	\$34.67	\$36.93	\$38.85	\$40.44	\$41.85	\$43.19	\$44.44	\$45.59	\$46.64	\$47.58	\$48.55
GF09	\$33.03	\$35.18	\$37.01	\$38.52	\$39.86	\$41.14	\$42.34	\$43.43	\$44.44	\$45.33	\$46.24
GF08	\$31.75	\$33.45	\$34.82	\$36.08	\$37.27	\$38.39	\$39.42	\$40.37	\$41.22	\$42.05	\$42.88
GF07	\$30.24	\$31.87	\$33.17	\$34.36	\$35.50	\$36.56	\$37.54	\$38.44	\$39.25	\$40.04	\$40.84
GF06	\$28.81	\$30.35	\$31.59	\$32.72	\$33.80	\$34.81	\$35.75	\$36.61	\$37.38	\$38.13	\$38.91
GF05	\$27.43	\$28.90	\$30.08	\$31.16	\$32.20	\$33.16	\$34.06	\$34.88	\$35.60	\$36.31	\$37.05
GF04	\$25.85	\$27.23	\$28.35	\$29.37	\$30.34	\$31.25	\$32.09	\$32.86	\$33.55	\$34.22	\$34.91
GF03	\$23.50	\$24.77	\$25.78	\$26.70	\$27.58	\$28.41	\$29.17	\$29.88	\$30.50	\$31.11	\$31.73
GF02	\$21.36	\$22.50	\$23.42	\$24.27	\$25.08	\$25.83	\$26.52	\$27.16	\$27.72	\$28.28	\$28.86
GF01	\$19.42	\$20.46	\$21.30	\$22.07	\$22.81	\$23.48	\$24.12	\$24.69	\$25.22	\$25.71	\$26.23

General Government Employees (37.50 Hours)
FY2023 - Effective July 1, 2022

Hourly	1	2	3	4	5	6	7	8	9	10	11
GT11	\$38.83	\$41.36	\$43.51	\$45.30	\$46.88	\$48.39	\$49.79	\$51.09	\$52.26	\$53.30	\$54.37
GT10	\$36.99	\$39.39	\$41.44	\$43.14	\$44.64	\$46.07	\$47.40	\$48.63	\$49.75	\$50.75	\$51.78
GT09	\$35.23	\$37.52	\$39.47	\$41.09	\$42.52	\$43.88	\$45.16	\$46.33	\$47.40	\$48.35	\$49.32
GT08	\$33.88	\$35.68	\$37.15	\$38.48	\$39.75	\$40.95	\$42.05	\$43.06	\$43.97	\$44.84	\$45.74
GT07	\$32.26	\$33.99	\$35.38	\$36.65	\$37.86	\$39.00	\$40.05	\$41.01	\$41.86	\$42.70	\$43.56
GT06	\$30.72	\$32.37	\$33.69	\$34.91	\$36.06	\$37.14	\$38.14	\$39.06	\$39.87	\$40.67	\$41.49
GT05	\$29.26	\$30.83	\$32.09	\$33.24	\$34.34	\$35.37	\$36.33	\$37.20	\$37.98	\$38.73	\$39.51
GT04	\$27.57	\$29.05	\$30.24	\$31.33	\$32.36	\$33.33	\$34.23	\$35.05	\$35.78	\$36.50	\$37.23
GT03	\$25.07	\$26.41	\$27.49	\$28.48	\$29.42	\$30.30	\$31.12	\$31.87	\$32.53	\$33.18	\$33.85
GT02	\$22.79	\$24.01	\$24.99	\$25.89	\$26.74	\$27.54	\$28.29	\$28.97	\$29.57	\$30.17	\$30.77
GT01	\$20.72	\$21.83	\$22.73	\$23.54	\$24.32	\$25.05	\$25.72	\$26.34	\$26.90	\$27.43	\$27.98

General Government Employees
FY2023 - Effective July 1, 2022

Annual	1	2	3	4	5	6	7	8	9	10	11
15	\$116,283.32	\$122,097.89	\$126,982.25	\$130,791.97				Merit Range			\$162,795.84
14	\$105,711.65	\$110,996.98	\$115,436.94	\$118,900.23				Merit Range			\$147,996.31
13	\$96,101.50	\$100,907.08	\$104,943.04	\$108,091.21				Merit Range			\$134,542.10
12	\$87,365.00	\$91,733.25	\$95,402.58	\$98,264.92				Merit Range			\$122,311.00
11	\$75,727.28	\$80,651.03	\$84,846.06	\$88,332.08	\$91,424.19	\$94,358.75	\$97,096.35	\$99,617.31	\$101,901.93	\$103,930.52	\$106,018.19
10	\$72,123.09	\$76,810.50	\$80,808.59	\$84,117.35	\$87,051.90	\$89,828.90	\$92,428.64	\$94,831.43	\$97,017.57	\$98,967.38	\$100,976.27
9	\$68,696.16	\$73,166.93	\$76,968.06	\$80,119.26	\$82,915.95	\$85,574.78	\$88,056.35	\$90,340.97	\$92,428.64	\$94,279.97	\$96,170.69
8	\$66,057.03	\$69,582.44	\$72,438.21	\$75,037.95	\$77,519.52	\$79,843.53	\$81,990.29	\$83,959.79	\$85,732.34	\$87,445.80	\$89,198.66
7	\$62,905.83	\$66,273.68	\$68,991.59	\$71,473.16	\$73,836.56	\$76,042.40	\$78,090.68	\$79,961.70	\$81,635.78	\$83,270.46	\$84,944.54
6	\$59,912.19	\$63,122.48	\$65,702.52	\$68,065.92	\$70,311.15	\$72,418.52	\$74,368.32	\$76,160.57	\$77,755.86	\$79,311.77	\$80,907.06
5	\$57,056.42	\$60,109.14	\$62,571.02	\$64,816.25	\$66,963.00	\$68,971.89	\$70,842.92	\$72,536.69	\$74,053.20	\$75,530.33	\$77,046.84
4	\$53,767.35	\$56,642.82	\$58,966.83	\$61,093.89	\$63,102.78	\$64,993.50	\$66,746.36	\$68,341.65	\$69,779.39	\$71,177.73	\$72,595.77
3	\$48,882.99	\$51,502.43	\$53,609.79	\$55,539.90	\$57,371.54	\$59,085.00	\$60,680.30	\$62,137.73	\$63,437.60	\$64,698.08	\$65,997.95
2	\$44,431.92	\$46,815.02	\$48,725.43	\$50,478.29	\$52,152.36	\$53,708.27	\$55,165.70	\$56,485.26	\$57,666.96	\$58,828.97	\$60,010.67
1	\$40,394.45	\$42,560.90	\$44,313.75	\$45,909.05	\$47,425.56	\$48,843.60	\$50,163.17	\$51,364.56	\$52,447.79	\$53,491.62	\$54,555.15

General Government Employees (40 Hours)
FY2022 - Effective July 1, 2021

Hourly	1	2	3	4	5	6	7	8	9	10	11
GF11	\$36.05	\$38.39	\$40.39	\$42.05	\$43.52	\$44.92	\$46.22	\$47.42	\$48.51	\$49.47	\$50.47
GF10	\$34.33	\$36.56	\$38.47	\$40.04	\$41.44	\$42.76	\$44.00	\$45.14	\$46.18	\$47.11	\$48.07
GF09	\$32.70	\$34.83	\$36.64	\$38.14	\$39.47	\$40.73	\$41.92	\$43.00	\$44.00	\$44.88	\$45.78
GF08	\$31.44	\$33.12	\$34.48	\$35.72	\$36.90	\$38.01	\$39.03	\$39.97	\$40.81	\$41.63	\$42.46
GF07	\$29.94	\$31.55	\$32.84	\$34.02	\$35.15	\$36.20	\$37.17	\$38.06	\$38.86	\$39.64	\$40.44
GF06	\$28.52	\$30.05	\$31.28	\$32.40	\$33.47	\$34.47	\$35.40	\$36.25	\$37.01	\$37.75	\$38.52
GF05	\$27.16	\$28.61	\$29.78	\$30.85	\$31.88	\$32.83	\$33.72	\$34.53	\$35.25	\$35.95	\$36.68
GF04	\$25.59	\$26.96	\$28.07	\$29.08	\$30.04	\$30.94	\$31.77	\$32.53	\$33.22	\$33.88	\$34.56
GF03	\$23.27	\$24.52	\$25.52	\$26.44	\$27.31	\$28.13	\$28.88	\$29.58	\$30.20	\$30.80	\$31.42
GF02	\$21.15	\$22.28	\$23.19	\$24.03	\$24.83	\$25.57	\$26.26	\$26.89	\$27.45	\$28.00	\$28.57
GF01	\$19.23	\$20.26	\$21.09	\$21.85	\$22.58	\$23.25	\$23.88	\$24.45	\$24.97	\$25.46	\$25.97

General Government Employees (37.50 Hours)
FY2022 - Effective July 1, 2021

Hourly	1	2	3	4	5	6	7	8	9	10	11
GT11	\$38.45	\$40.95	\$43.08	\$44.85	\$46.42	\$47.91	\$49.30	\$50.58	\$51.74	\$52.77	\$53.83
GT10	\$36.62	\$39.00	\$41.03	\$42.71	\$44.20	\$45.61	\$46.93	\$48.15	\$49.26	\$50.25	\$51.27
GT09	\$34.88	\$37.15	\$39.08	\$40.68	\$42.10	\$43.45	\$44.71	\$45.87	\$46.93	\$47.87	\$48.83
GT08	\$33.54	\$35.33	\$36.78	\$38.10	\$39.36	\$40.54	\$41.63	\$42.63	\$43.53	\$44.40	\$45.29
GT07	\$31.94	\$33.65	\$35.03	\$36.29	\$37.49	\$38.61	\$39.65	\$40.60	\$41.45	\$42.28	\$43.13
GT06	\$30.42	\$32.05	\$33.36	\$34.56	\$35.70	\$36.77	\$37.76	\$38.67	\$39.48	\$40.27	\$41.08
GT05	\$28.97	\$30.52	\$31.77	\$32.91	\$34.00	\$35.02	\$35.97	\$36.83	\$37.60	\$38.35	\$39.12
GT04	\$27.30	\$28.76	\$29.94	\$31.02	\$32.04	\$33.00	\$33.89	\$34.70	\$35.43	\$36.14	\$36.86
GT03	\$24.82	\$26.15	\$27.22	\$28.20	\$29.13	\$30.00	\$30.81	\$31.55	\$32.21	\$32.85	\$33.51
GT02	\$22.56	\$23.77	\$24.74	\$25.63	\$26.48	\$27.27	\$28.01	\$28.68	\$29.28	\$29.87	\$30.47
GT01	\$20.51	\$21.61	\$22.50	\$23.31	\$24.08	\$24.80	\$25.47	\$26.08	\$26.63	\$27.16	\$27.70

General Government Employees
FY2022 - Effective July 1, 2021

Annual	1	2	3	4	5	6	7	8	9	10	11
15	\$115,132.00	\$120,889.00	\$125,725.00	\$129,497.00				Merit Range			\$161,184.00
14	\$104,665.00	\$109,898.00	\$114,294.00	\$117,723.00				Merit Range			\$146,531.00
13	\$95,150.00	\$99,908.00	\$103,904.00	\$107,021.00				Merit Range			\$133,210.00
12	\$86,500.00	\$90,825.00	\$94,458.00	\$97,292.00				Merit Range			\$121,100.00
11	\$74,977.50	\$79,852.50	\$84,006.00	\$87,457.50	\$90,519.00	\$93,424.50	\$96,135.00	\$98,631.00	\$100,893.00	\$102,901.50	\$104,968.50
10	\$71,409.00	\$76,050.00	\$80,008.50	\$83,284.50	\$86,190.00	\$88,939.50	\$91,513.50	\$93,892.50	\$96,057.00	\$97,987.50	\$99,976.50
9	\$68,016.00	\$72,442.50	\$76,206.00	\$79,326.00	\$82,095.00	\$84,727.50	\$87,184.50	\$89,446.50	\$91,513.50	\$93,346.50	\$95,218.50
8	\$65,403.00	\$68,893.50	\$71,721.00	\$74,295.00	\$76,752.00	\$79,053.00	\$81,178.50	\$83,128.50	\$84,883.50	\$86,580.00	\$88,315.50
7	\$62,283.00	\$65,617.50	\$68,308.50	\$70,765.50	\$73,105.50	\$75,289.50	\$77,317.50	\$79,170.00	\$80,827.50	\$82,446.00	\$84,103.50
6	\$59,319.00	\$62,497.50	\$65,052.00	\$67,392.00	\$69,615.00	\$71,701.50	\$73,632.00	\$75,406.50	\$76,986.00	\$78,526.50	\$80,106.00
5	\$56,491.50	\$59,514.00	\$61,951.50	\$64,174.50	\$66,300.00	\$68,289.00	\$70,141.50	\$71,818.50	\$73,320.00	\$74,782.50	\$76,284.00
4	\$53,235.00	\$56,082.00	\$58,383.00	\$60,489.00	\$62,478.00	\$64,350.00	\$66,085.50	\$67,665.00	\$69,088.50	\$70,473.00	\$71,877.00
3	\$48,399.00	\$50,992.50	\$53,079.00	\$54,990.00	\$56,803.50	\$58,500.00	\$60,079.50	\$61,522.50	\$62,809.50	\$64,057.50	\$65,344.50
2	\$43,992.00	\$46,351.50	\$48,243.00	\$49,978.50	\$51,636.00	\$53,176.50	\$54,619.50	\$55,926.00	\$57,096.00	\$58,246.50	\$59,416.50
1	\$39,994.50	\$42,139.50	\$43,875.00	\$45,454.50	\$46,956.00	\$48,360.00	\$49,666.50	\$50,856.00	\$51,928.50	\$52,962.00	\$54,015.00



The Revitalization Trust Fund

Needham Community

04/14/2022

**“It is only through reaching out,
that we are drawn together”™**

To: Kate Fitzpatrick-Town Manager
Needham Select Board

From: Paul Good-Chair
The Revitalization Trust Fund (NCRTF)

Re: Request for Approval of Banner

Dear Kate and the Select Board,

The Revitalization Trust Fund is requesting permission from the Town for acceptance of the following banner for use within the Eaton Square Plaza.

Eaton Square Galerie Banner

Purpose: To raise public awareness of the NCRTF Eaton Square Galerie Public Outdoor Art Gallery Project. This is a fully approved NCRTF project that is waiting for funding.

The NCRTF is about to launch a program to fund and install this beautiful, continuously rotating art display approved for the left wall of 1037 Great Plain Ave. (Rice Barn) directly across from the Eaton Square Plaza.

The (3) banners would begin to display starting in May 2022.

Each banner has the same themed image on both sides.

This program is managed by the NCRTF in conjunction with the Town Of Needham.

Thank you for your consideration.

Sincerely,

Paul

Paul A. Good
Founder/Chair
The Revitalization Trust Fund (NCRTF)
781-718-5552

You Can Change The World!



Right Where You Live™

Here's how



NeedhamMA.gov/NCRTF



April 20, 2022

Ms. Marianne Cooley
Chair
Select Board
Town of Needham
1471 Highland Avenue
Needham, MA 02492

Dear Chairwoman Cooley,

On behalf of the Needham Business Alliance Committee of the Charles River Regional Chamber, I am writing to request the Select Board's approval for an upcoming promotion to take place on Saturday, May 14, 2022. As the Town Common will soon be under construction, this year the Chamber's Annual Spring Street Fair will be replaced with a town wide "Spring Sidewalk Stroll" to take place all day on May 14th with a rain date of Saturday, May 21st.

The objective of this promotion is to create a fun and interesting way to increase foot traffic and support of small businesses throughout Needham. The theme for the promotion will be "flower power" and we are encouraging participating businesses to decorate their storefronts with real or artificial flowers to create a festive and welcoming atmosphere. To ensure a successful promotion, we are seeking permission from the Select Board for the following:

- We would like for businesses to be able to display merchandise on the public sidewalk throughout the day to generate interest from visitors and customers. We have been working with Economic Development Manager Amy Haelsen, who is drafting guidelines for merchants for their outdoor displays after consulting with Building Commissioner Dave Roche, to ensure that ample clearance is left on the public sidewalks to adhere to ADA requirements.
- We request the use of Eaton Plaza and Avery Square to host some activities during the Spring Sidewalk Stroll including free community exercise classes organized by barre 3 and Koko Fit Club. In addition, Michelson's Shoes has expressed interest in displaying some of their merchandise on Eaton Plaza as the sidewalk in front of their shop at 1082 Great Plain Avenue is very narrow.

The Saturday Sidewalk Stroll will be promoted by the Needham Business Alliance Committee, the participating businesses, and with support from the Town's Economic Development Department. We look forward to another opportunity to remind residents and visitors of the importance of supporting our locally owned merchants and we are excited to organize another event to partner with so many small businesses in Needham.

Should you need to reach me for additional information, I may be reached at (617) 435-8897. Thank you for your consideration of our request.

Sincerely,

Lise Elcock

Lise Elcock
Vice President, Membership & Development



For Calendar Year: 2022

RECEIVED
TOWN OF NEEDHAM
SELECT BOARD

TOWN OF NEEDHAM

APPLICATION FOR A WEEKDAY ENTERTAINMENT LICENSE

The undersigned hereby applies for a Weekday Entertainment License in accordance with the provisions of the statutes relating thereto:

Name of Establishment: The Rotary Club of Needham

Applicant (must be an individual): Ted Shaughnessy

If Business is a Corporation / Corporate Name and Officers: Kathy Whitney
+ Karen Wetmore Co-Presidents

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

Address of Establishment: PO BOX 920009

PO BOX 920009 Needham MA 02482 Telephone Number: 617-957-3461

Email Address: tedshaughnessy@comcast.net Fax Number: 781-455-9101

Describe the type of entertainment at your Establishment: Carnival

rides + games

7/21/22 → 7/24/22

Signature of Applicant: Ted Date: 7/11/22

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

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

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

Ted
Signature of Applicant (Mandatory)

[Redacted Signature]

Either a Social Security Number
Or Federal Identification Number
Must Be Supplied

By Corporate Officer
(If applicable)

3/25/22
Date (required)

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