

BOARD OF SELECTMEN

April 12, 2017

Needham Town Hall

Agenda

Note: Agenda subject to revision, start times are approximate and agenda items may be discussed at earlier or later times.

	6:30	Executive Session Exception 6
	6:45	Informal Meeting with Citizens <i>One or more members of the Board of Selectmen will be available between 6:45 and 7:00 p.m. for informal discussion with citizens. While not required, citizens are encouraged to call the Selectmen's Office at (781) 455-7500 extension 204 in advance to arrange for an appointment. This enables the Board to better assure opportunities for participation and respond to citizen concerns.</i>
	7:00	Arbor Day Proclamation 2017
1.	7:00	Board Reorganization
2.	7:00	Memorial Park Feasibility Study Update • George Kent, Chairman, PPBC • Steve Popper, Director of Design & Construction • Mike Retzky, Project Manager • Mark Meche, Winter Street Architects
3.	7:15	High School Expansion Project • Sue Neckes, Chairman, School Committee • Heidi Black, Vice Chairman, School Committee • Dan Gutekanst, Superintendent of Schools • Anne Gulati, Director of Financial Operations, NPS
4.	7:30	Public Hearing – Application for New All Alcohol Package Store • Scott Linzmeyer, Proposed Manager, Reveler Beverage Company
5.	7:45	Police Department Staffing & Community Policing Update • John Schlittler, Chief of Police
6.	8:00	Director of Public Works • Downtown Infrastructure/Streetscape Update
7.	8:10	Town Manager • Close Special Town Meeting Warrant • Positions on Warrant Articles
8.	8:25	Board Discussion • Committee Reports

CONSENT AGENDA ***=Backup attached**

1.	Accept the following donation made to the Needham Community Revitalization Trust fund: \$100 from The Charles River Center for the Banner Showcase Program.
2.	Approve the calendar year 2017 Spring Licenses as follows. This approval is predicated on the receipt of all completed required paperwork before April 30, 2017.

	Establishment Veteran's Taxi of Newton, LLC A&D Limousine Lt. Manson H. Carter Post 2498 VFW Building Association, Inc. Second Time Around Closet Exchange – Best of the Mall Closet Exchange – Designer & Boutique Closet Exchange – Consignment Drop Off Closet Exchange – Last Chance Store Crosby Jewelers, Inc. Segaloff's Jewlers Janet Cotter Design Needham Bowl Away	License Type Taxi/Livery Taxi/Livery Pool Table Sale of Second Hand Articles Sale of Second Hand Articles Sale of Second Hand Articles Sale of Second Hand Articles Sale of Second Hand Articles Sale of Second Hand Articles Sale of Second Hand Articles Sale of Second Hand Articles Bowling Alley
3.*	Ratify a Special One Day All Alcoholic Beverages License for Ernest A. Steeves of The Village Club who hosted an event for the Medfield Dance Studio on Friday, March 31, 2017 from 7:00 p.m. to 11:00 p.m. The event was held in Highlandville Hall at the Village Club, 83 Morton Street, Needham, MA.	
4.	Approve a 2017 Weekday and Sunday Entertainment license for the Rotary Club of Needham, who will be hosting a carnival in July 2017 in Needham.	
5.*	Approve Integrated Collective Bargaining Agreement between the Town of Needham and the Needham Firefighters Local 1706, Units A & C.	
6.*	Approve <u>Appendix 2 Locations Presently Approved for Food Trucks</u> of the Regulation of Food Trucks Policy.	
7.*	Water and Sewer Abatement Order #1235.	
8.*	Approve a Special One Day Wines & Malt Beverages License for Robert T. Timmerman, of Needham Knights of Columbus to host a Trivia Night on Friday, April 28, 2017 from 6:00 p.m. to 11:00 p.m. The event will be held at Needham Knights of Columbus, 1211 Highland Avenue, Needham.	

2017

ARBOR DAY PROCLAMATION

- WHEREAS, In the year 1646 in the then Town of Boston of the Massachusetts Bay Colony the first recorded Public Tree planting in the New World took place as a Community effort involving men, women and children; and
- WHEREAS, The planting was not accomplished for private gain or individual benefit but rather it was public in nature for the relief of travelers because trees had long been recognized as providing tremendous benefits to the well being of mankind; and
- WHEREAS, When Needham became the 88th incorporated community in the Commonwealth of Massachusetts in 1711, its inhabitants were mostly land hungry settlers from Boston who had come to the wilderness to farm on the open land of the Great Plain; and
- WHEREAS, The Lessons of the Settlers had been learned. The practice of tree planting had continued on the Plain to reduce the erosion of the precious topsoil by wind and water; and
- WHEREAS, Trees are one of our greatest resources. They provide food and shelter, moderate temperatures, reduce noise pollution, provide wind breaks, establish a habitat for wildlife; and
- WHEREAS, Trees in our Town of Needham help beautify the area by providing Summer and Fall colors, interesting sizes and shapes, beautiful flowers and fruit and increased property value; and
- WHEREAS, The Town of Needham wishes to be recognized as a Tree City U.S.A. by the National Arbor Day Foundation and desires to continue its tree planting ways.

NOW THEREFORE, We the Board of Selectmen of the Town of Needham do hereby proclaim the last Friday in April as Arbor Day in the Town of Needham and we encourage our residents to support all efforts to protect our trees and woodlands for future generations to come.

Our Children, our Trees, our Future.

BOARD OF SELECTMEN

NEEDHAM BOARD OF SELECTMEN RE-ORGANIZATION MEETING FOR APRIL 12, 2017

1. Town Clerk swears in the Elected Officials.
2. Chairman calls for nominations for the re-organization of the Board of Selectmen.

Chairman: _____

Vice Chairman: _____

Secretary/Clerk: _____

3. Members now change to new seating arrangement.
4. The Board of Selectmen regular meeting schedule for the year.

May 2, 2017	September 12, 2017	December 5, 2017	March 13, 2018
May 30, 2017	September 26, 2017	December 19, 2017	March 27, 2018
June 13, 2017	October 10, 2017	January 9, 2018	* April 11, 2018
June 27, 2017	October 24, 2017	January 23, 2018	April 24, 2018
July 18, 2017	November 14, 2017	February 13, 2018	* Wednesday
August 15, 2017	November 28, 2017	February 27, 2018	

5. Committee Secretary for Board of Selectmen: ☐ Sandy Cincotta

 6. Recording Secretary for Board of Selectmen: ☐ Mary Hunt

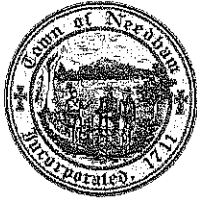
-
-

Town of Needham Board of Selectmen (1950 - 2020)

Spring Town Election						
1950-51			Edward J. Stewart	George M. Pond	Emery S. Doane	Three Selectmen
1951-52			Edward J. Stewart	George M. Pond	Emery S. Doane	elected each for
1952-53			Edward J. Stewart	George M. Pond	Frank E. Godfrey	one year term
1953-54			Edward J. Stewart	George M. Pond	Frank E. Godfrey	.
1954-55			Edward J. Stewart	Everett C. Cross	Philip F. Foss	.
1955-56			Edward J. Stewart	Everett C. Cross	Philip F. Foss	.
1956-57		Marian F. Keith	Edward J. Stewart	Everett C. Cross	Philip F. Foss	By vote of
1957-58				Everett C. Cross	Philip F. Foss	STM 11.14.1955,
1958-59	Clarke H. Wertheim					changed number of
1959-60		Marian F. Keith	Peter W. Carre		Philip F. Foss	BOS from 3 to 5,
1960-61				J. Roland Ackroyd		Effective 1956
1961-62	Clarke H. Wertheim	Marian F. Keith	Peter W. Carre	J. Roland Ackroyd		town election.
1962-63				Paul F. Saint	Philip F. Foss	
1963-64						
1964-65	Clarke H. Wertheim					
1965-66		Henry D. Hersey	Peter W. Carre		Philip F. Foss	
1966-67						
1967-68	Clarke H. Wertheim			Paul F. Saint	Philip F. Foss	
1968-69		Henry D. Hersey	Peter W. Carre			1968-69
1969-70				Paul F. Saint	Philip F. Foss	1969-70
1970-71	Richard M. Salamone					1970-71
1971-72		Henry D. Hersey	Benedict Horowitz	John C. Hatch	H. Phillip Garrity, Jr.	1971-72
1972-73						1972-73
1973-74	Richard M. Salamone					1973-74
1974-75		Henry D. Hersey	Benedict Horowitz			1974-75
1975-76				E. Loretta Reynolds	H. Phillip Garrity, Jr.	1975-76
1976-77	Richard M. Salamone					1976-77
1977-78		Henry D. Hersey	Benedict Horowitz			1977-78
1978-79	Richard M. Salamone			E. Loretta Reynolds	Francis A. Faccetti	1978-79
1979-80	H. Phillip Garrity, Jr.					1979-80
1980-81		Henry D. Hersey	Norman P. Jacques			1980-81
1981-82				Marcia M. Carleton	Francis A. Faccetti	1981-82
1982-83	H. Phillip Garrity, Jr.					1982-83
1983-84		Henry D. Hersey	Norman P. Jacques			1983-84
1984-85				Marcia M. Carleton	Francis A. Faccetti	1984-85
1985-86	H. Phillip Garrity, Jr.					1985-86
1986-87		Sally B. Davis	Norman P. Jacques			1986-87
1987-88				Marcia M. Carleton	David F. Edridge, Jr.	1987-88

Town of Needham Board of Selectmen (1950 - 2020)

1988-89	H. Phillip Garrity, Jr.	Sally B. Davis	John D. Marr, Jr.	Marcia M. Carleton	David F. Edridge, Jr.	1988-89
1989-90				Marcia M. Carleton		1989-90
1990-91	H. Phillip Garrity, Jr.	Sally B. Davis	John D. Marr, Jr.	Marcia M. Carleton		1990-91
1991-92				Ted Owens	David F. Edridge, Jr.	1991-92
1992-93						1992-93
1993-94	H. Phillip Garrity, Jr.	Sally B. Davis	John D. Marr, Jr.			1993-94
1994-95				Ted Owens	David F. Edridge, Jr.	1994-95
1995-96					William M. Powers	1995-96
1996-97	Daniel P. Matthews					1996-97
1997-98		John H. Cogswell	John D. Marr, Jr.			1997-98
1998-99				Ted Owens	William M. Powers	1998-99
1999-00						1999-00
2000-01	Daniel P. Matthews					2000-01
2001-02		John H. Cogswell	Gerald A. Wasserman			2001-02
2002-03				Colleen Schaller	William M. Powers	2002-03
2003-04	Daniel P. Matthews					2003-04
2004-05		John H. Cogswell	Gerald A. Wasserman			2004-05
2005-06				James G. Healy	John A. Bulian	2005-06
2006-07	Daniel P. Matthews					2006-07
2007-08		John H. Cogswell	Gerald A. Wasserman			2007-08
2008-09				James G. Healy	John A. Bulian	2008-09
2009-10	Daniel P. Matthews					2009-10
2010-11		Denise C. Garlick	Gerald A. Wasserman			2010-11
2011-12		James G. Healy		Maurice P. Handel	John A. Bulian	2011-12
2012-13	Daniel P. Matthews					2012-13
2013-14		Matthew D. Borrelli	Gerald A. Wasserman			2013-14
2014-15			Marianne B. Cooley			2014-15
2015-16	Daniel P. Matthews			Maurice P. Handel	John A. Bulian	2015-16
2016-17		Matthew D. Borrelli	Marianne B. Cooley			2016-17
2017-18				Maurice P. Handel	John A. Bulian	2017-18
2018-19	Daniel P. Matthews					2018-19
2019-20		Matthew D. Borrelli	Marianne B. Cooley			2019-20



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 4/12/2017

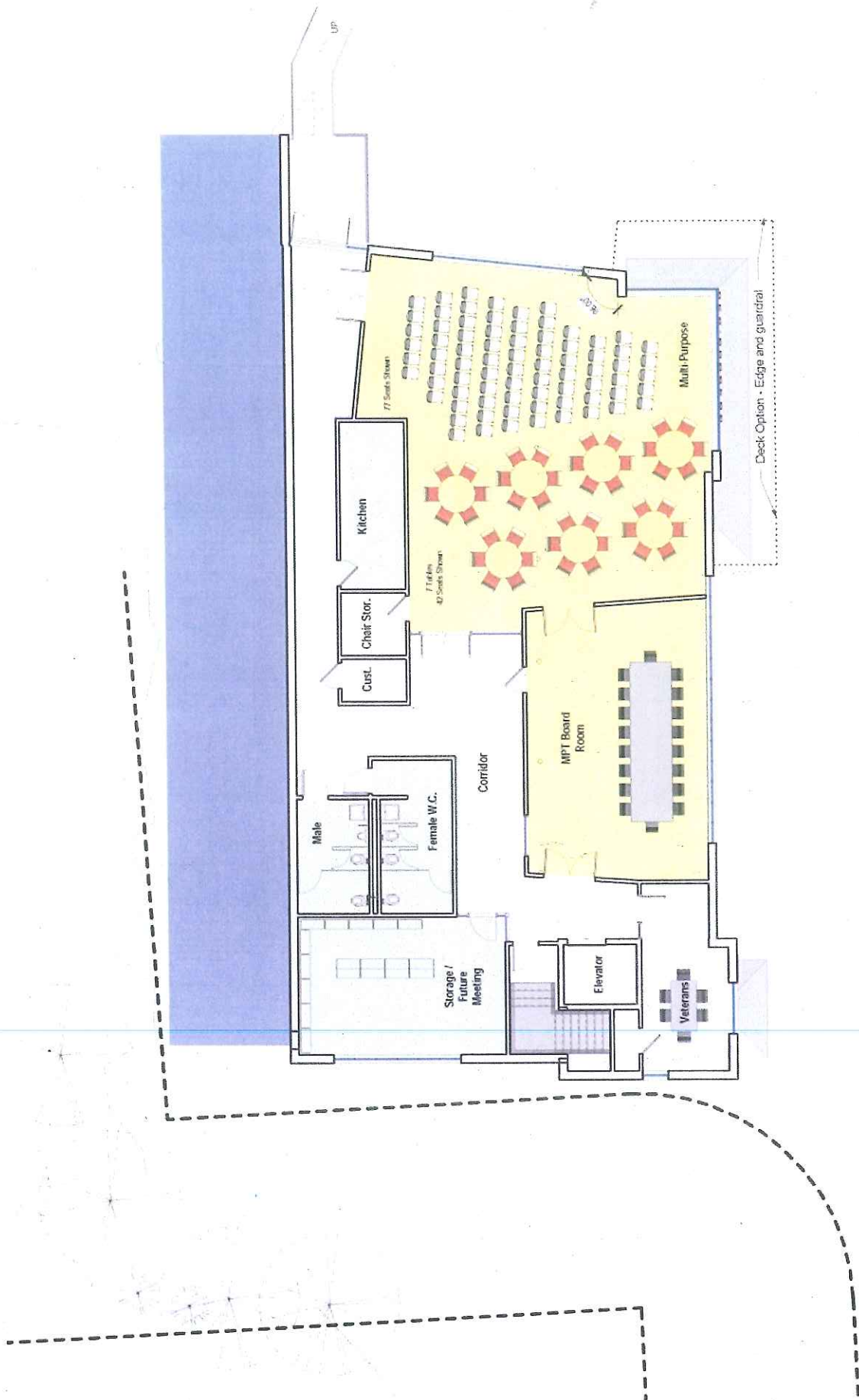
Agenda Item	Memorial Park Feasibility Study Update
Presenter(s)	George Kent, Chairman, PPBC Steve Popper, Director of Design & Construction Mike Retzky, Project Manager Mark Meche, Winter Street Architects

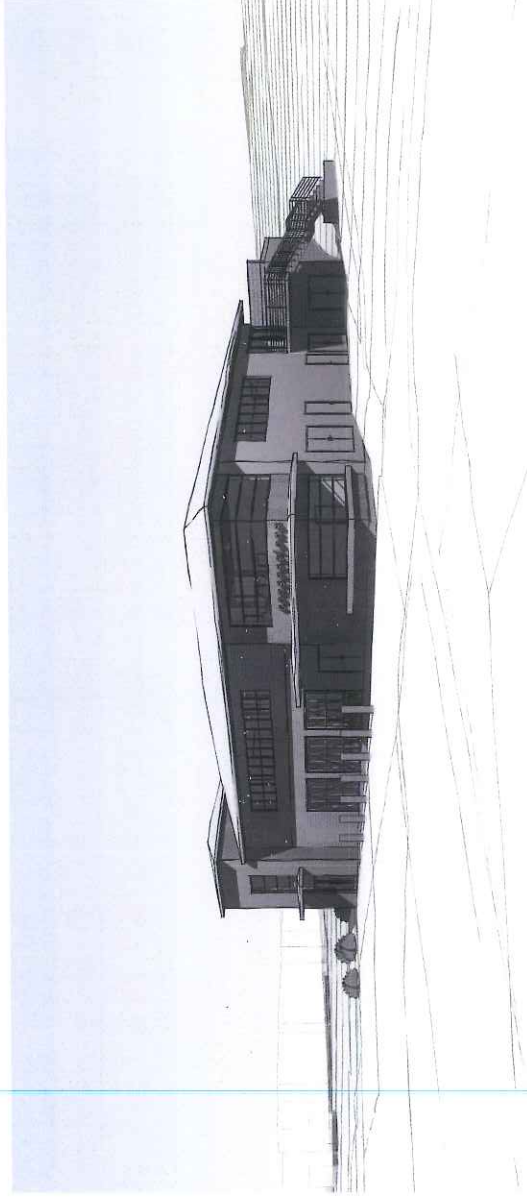
1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Mr. Kent and the Project Team will update the Board on the status of the Memorial Park feasibility study, including the proposed programming, floor plan and site development, and anticipated costs.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
Update Only.	
3.	BACK UP INFORMATION ATTACHED
a. Needham Memorial Park Field House first floor and second floor concept plan, Winter Street Architects, 3/15/17	

Needham Memorial Park | Field House

04/6/17







Needham Memorial Park | Field House

Conceptual Design

04/08/17

WINTER STREET ARCHITECTS, INC.



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 4/12/2017

Agenda Item	Needham High School Expansion Project
Presenter(s)	Sue Neckes, Chairman, School Committee Heidi Black, Vice Chairman, School Committee Dan Gutekanst, Superintendent of Schools Anne Gulati, Director of Financial Operations, NPS

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Ms. Neckes will provide background and description about the proposed High School Expansion Project and answer any questions that the Board may have.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	Update Only.
3.	BACK UP INFORMATION ATTACHED
	a. Presentation to PPBC 3/13/17 (updated 3/15/2017) by Dore & Whittier.

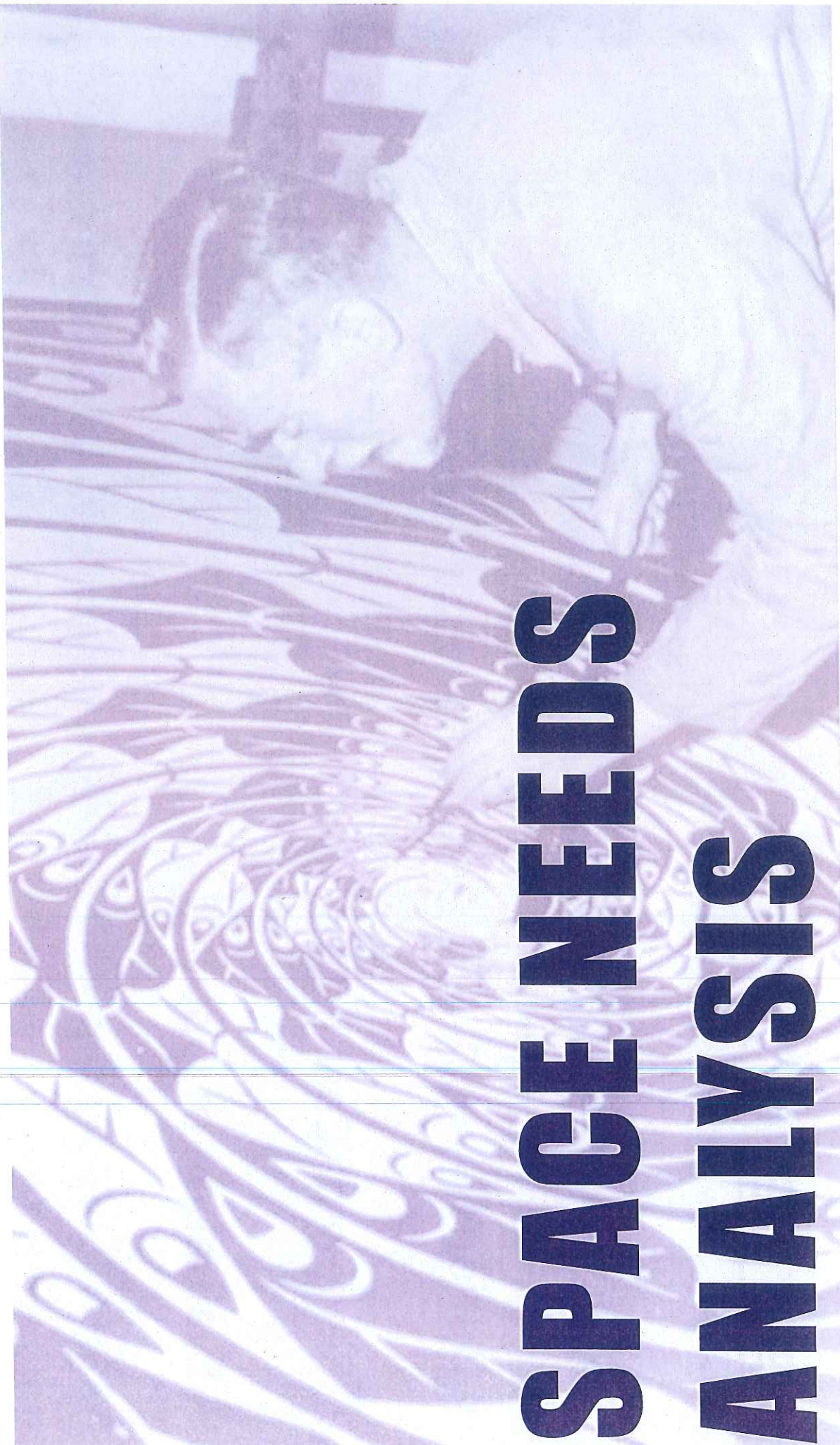


Scope of Work

- Conduct Educational Analysis to Determine Space Needs
Utilization, Schedule, Program & Existing Space
- Develop Options to Meet Needs
- Develop Cost Estimates of Options
- Evaluate Options to Determine Preferred Options

Agenda

- Space Needs Analysis
- Options
- Review of Cost Estimates
- Evaluation of Options



SPACE NEEDS ANALYSIS

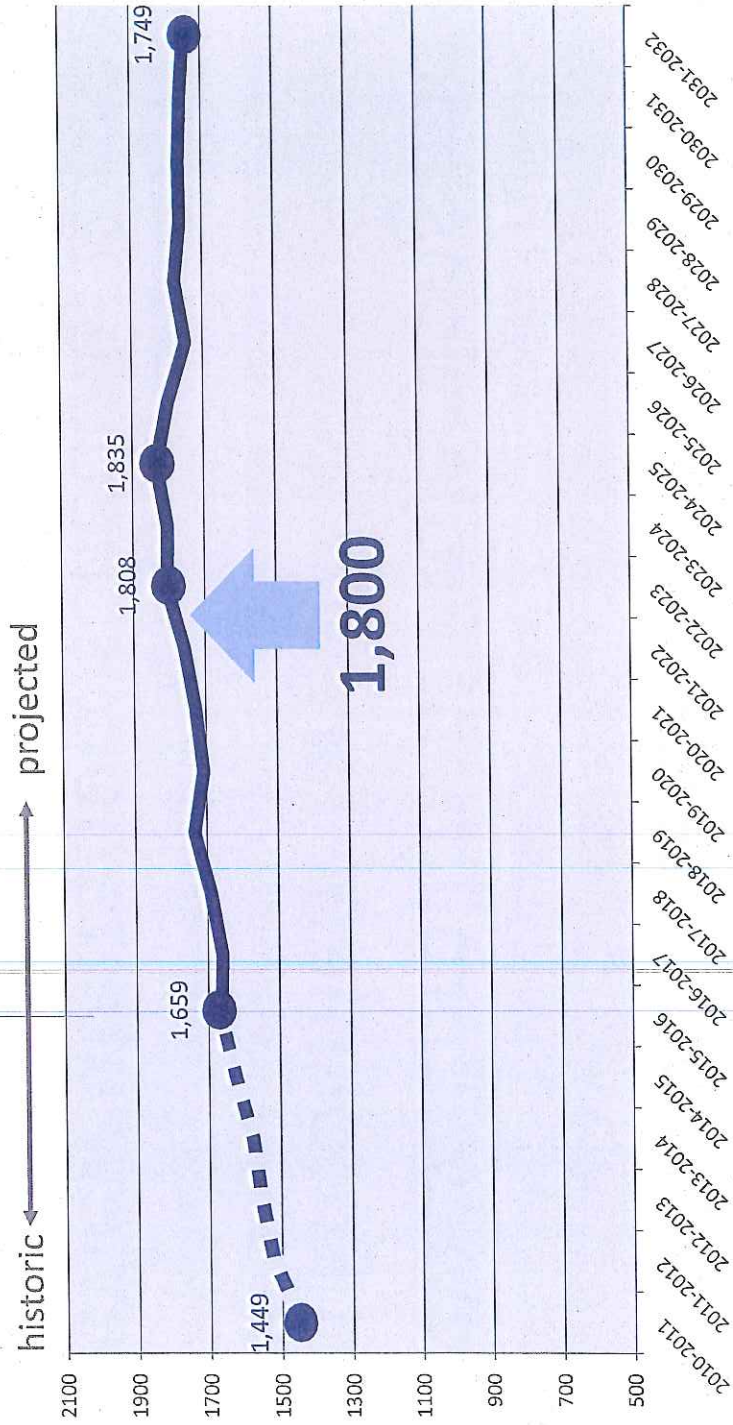
Analytical Scope

- Review Enrollment Projections and Determine an Enrollment Target
- Review utilization, schedule, & program to determine if / how many additional classrooms are required to meet enrollment target

Enrollment Assumptions

Needham High School

Data from McKibben, Dec 2016



Planning & Programming Tasks

- Develop an Understanding of Programs & Services
- Develop an Understanding of Schedule & Section Caps
- Interview Special Education Department
- Deep Dive – Analyze every space where instruction occurs
 - Utilization
 - Students Per Section
- Survey Faculty & Staff about Perceived Needs
- **Determine if Spatial Needs Exist Today**
- **Project Course Offerings and Schedule into the Future**
- **Determine if Spatial Needs Exist in the Future**

Number of Students Per Section : 2016-2017

Revised - 02.09.17

Day

Period

Minutes, Monday - Thursday
Minutes, Friday

A

1 2 3 4 5 6 7
90 90 80 50 50 90 90
2480

Total Minutes Per Cycle

≤ 16 16 to 22 ≥ 23

Room #	Course Title	Average Students Per Period							Calculated Utilization Rate by Periods
701	General Classroom - English *	20	27	25	20	18	25	12	100.00%
702	General Classroom - English	27	20	28	23	23	26	21	100.00%
715	General Classroom - English	11	21	27	20	23	25	0	85.71%
717	General Classroom - English	21	22	25	10	0	23	23	85.71%
719	General Classroom - English	26	25	26	27	0	12	18	85.71%
720	General Classroom - English	19	20	15	28	18	25	25	100.00%
721	General Classroom - English	19	28	25	25	21	17	25	100.00%
722	General Classroom - English	23	19	29	20	15	27	24	100.00%
723	General Classroom - English	20	0	19	27	20	21	27	85.71%
724	General Classroom - English	22	25	25	27	13	28	28	100.00%
726	General Classroom - English	20	22	23	25	27	19	22	100.00%
728	Interdisciplinary Room **	28	28	31	24	28	30	0	85.71%
730	General Classroom - English	22	21	25	12	23	30	28	100.00%
732	General Classroom - English	12	8	29	20	25	26	21	100.00%
English Department Sub-totals		22.56							94.90%

* Formerly Departmental Storage

** Accounted for as "Other" Teaching Station...Can be subdivided

Core Academic, Key Findings

Math, English, Social Studies and World Languages

Average Utilization Rate = **90%**

Average Students Per Section = **20.88**

Total Sections w/ Students ≥ 23 = **147** or **45%**

Total Sections w/ $16 \leq$ Students < 23 = **132** or **40%**

Total Sections w/ Students < 16 = **50** or **15%**

329 Sections @85% = 55 Classrooms, 52 Existing

Basic Information – Macro Scale

Existing 2016

Enroll: 1659

Building GSF: 285,000

General CRs: 52

Science Labs: 14

Art Studios: 8

Music CRs: 3

PE: 6*

Vo Tech: 2

Other: 3**

Total = 88 Stations

Needham 2024

Enroll: 1,800

Building GSF: TBD

General CRs: 60

Science Labs: 15

Art Studios: 8

Music CRs: 3

PE: 7

Vo Tech: 2

Other: 3

Total = 97 Stations

- 18.5 Students/
Teaching Station
Average
- 24 Students/
Teaching Station
(Max Core Academic
Courses)
- 85% Utilization Rate
max

Basic Information – Macro Scale

Existing 2016

Enroll: 1659

Building GSF: 285,000

General CRs: 52

Science Labs: 14

Art Studios: 8

Music CRs: 3

PE: 6*

Vo Tech: 2

Other: 3**

Total = 88 Stations

Needham 2024

Enroll: 1,800

Building GSF: TBD

General CRs: 60

Science Labs: 15

Art Studios: 8

Music CRs: 3

PE: 7

Vo Tech: 2

Other: 3

Total = 98 Stations

- 18.5 Students/
Teaching Station
Average
- 24 Students/
Teaching Station
(Max Core Academic
Courses)
- 85% Utilization Rate
max

Solutions Toolkit

- More students per section on average
 - Educational decision to cap certain course offerings to best serve students
- Higher utilization per room
 - Core academic already over 90%
 - Improve utilization at fine & performing arts... might limit access to students and not attractive geographically
- Fewer sections to increase students per section
 - Might result in less access to students because of specialty conflicts
- Increase the number of classrooms

Space Summary Goals:

Core Academic Space Needs

- (6) 925 NSF Classrooms
 - (2) 1,200 NSF Classrooms
 - (1) 1,640 NSF Science Lab w/ Prep Area
-

(8+1) **Total: 7,940 NSF**

Special Education Space Needs

Classrooms, Life Skills, Small Group, Testing
Rooms 120 NSF – 750 NSF
Expanded Department Office Space

Total: 5,500 NSF

Collaboration Space(s)

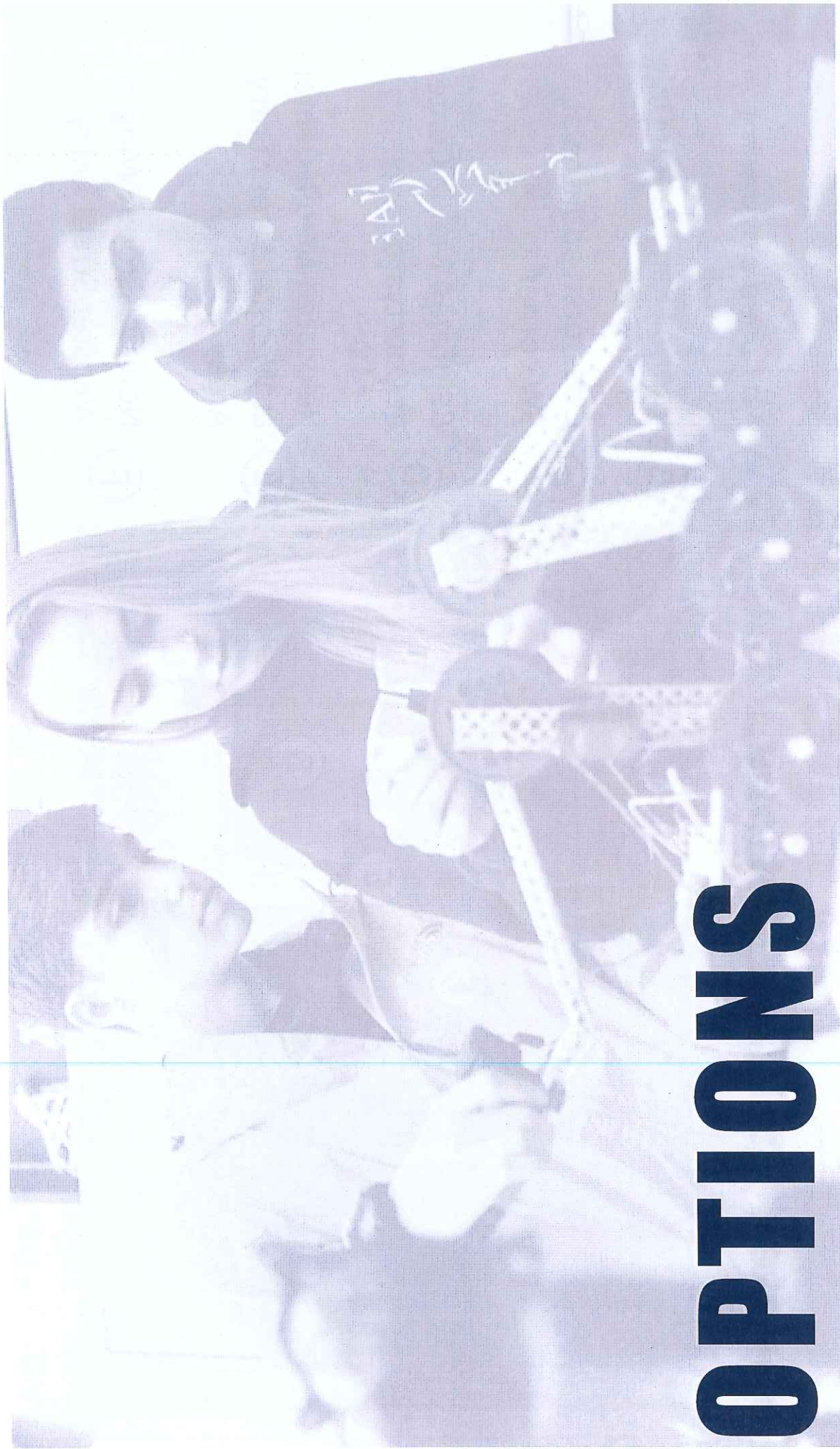
In addition to existing

- As Options Allow
- Some Noisy
- Some Quiet
- Some Open
- Some Closed
- Lots of vertical writing surface
- Access to Wifi
- Access to Digital Display
- Some Hard Furnishings
- Some Soft Furnishings
- Highly Mobile Furnishings
- Food Friendly

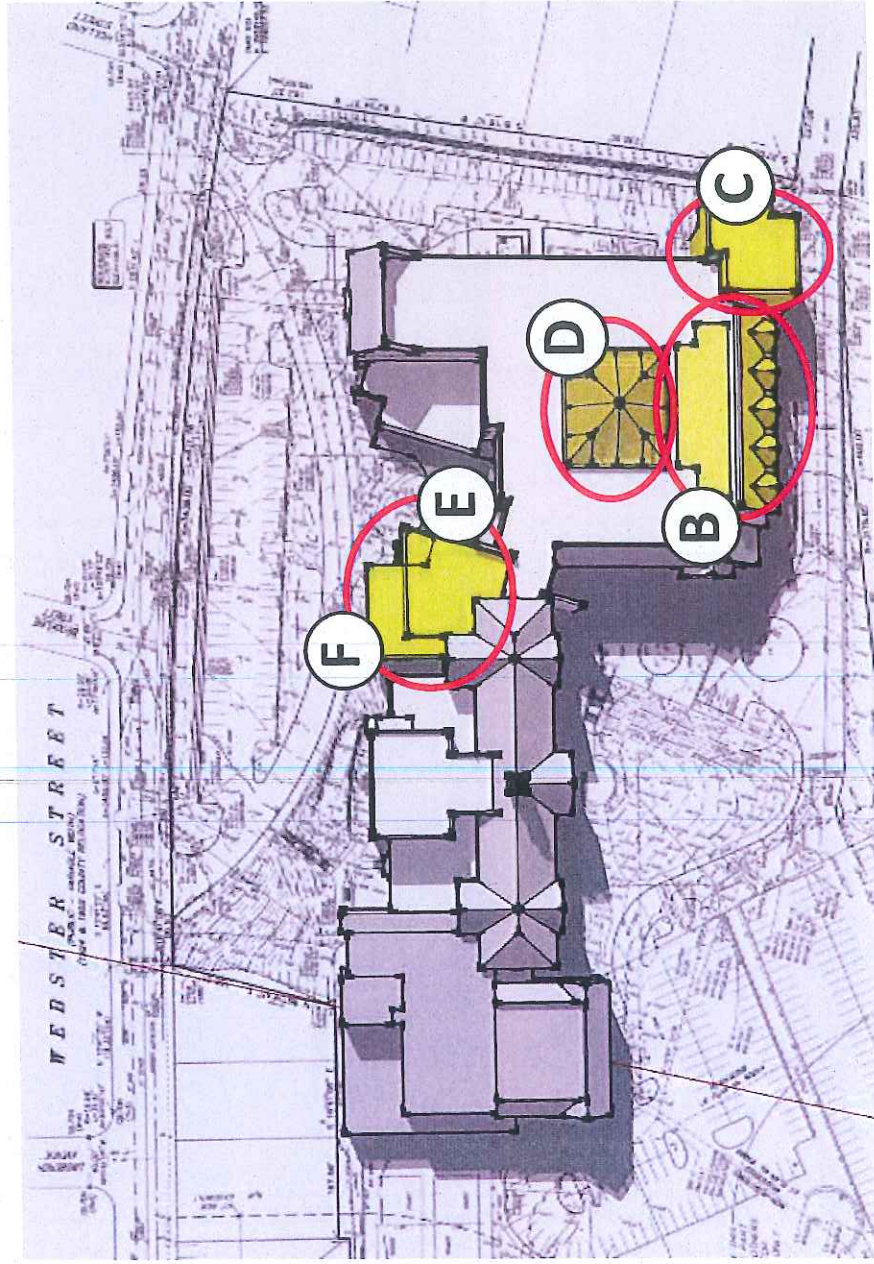
Core Academic, Enrollment Growth Without More Classrooms

Math, English, Social Studies and World Languages

Average Utilization Rate = 90%		97%
Average Students Per Section = 20.88		22.67
Total Sections w/ Students ≥ 23 = 147 or 45%		60%
Total Sections w/ $16 \leq$ Students < 23 = 132 or 40%		28%
Total Sections w/ Students < 16 = 50 or 15%		12%



Updated Building Options



(A) *No added classrooms*

(B) Interior Renovation Only

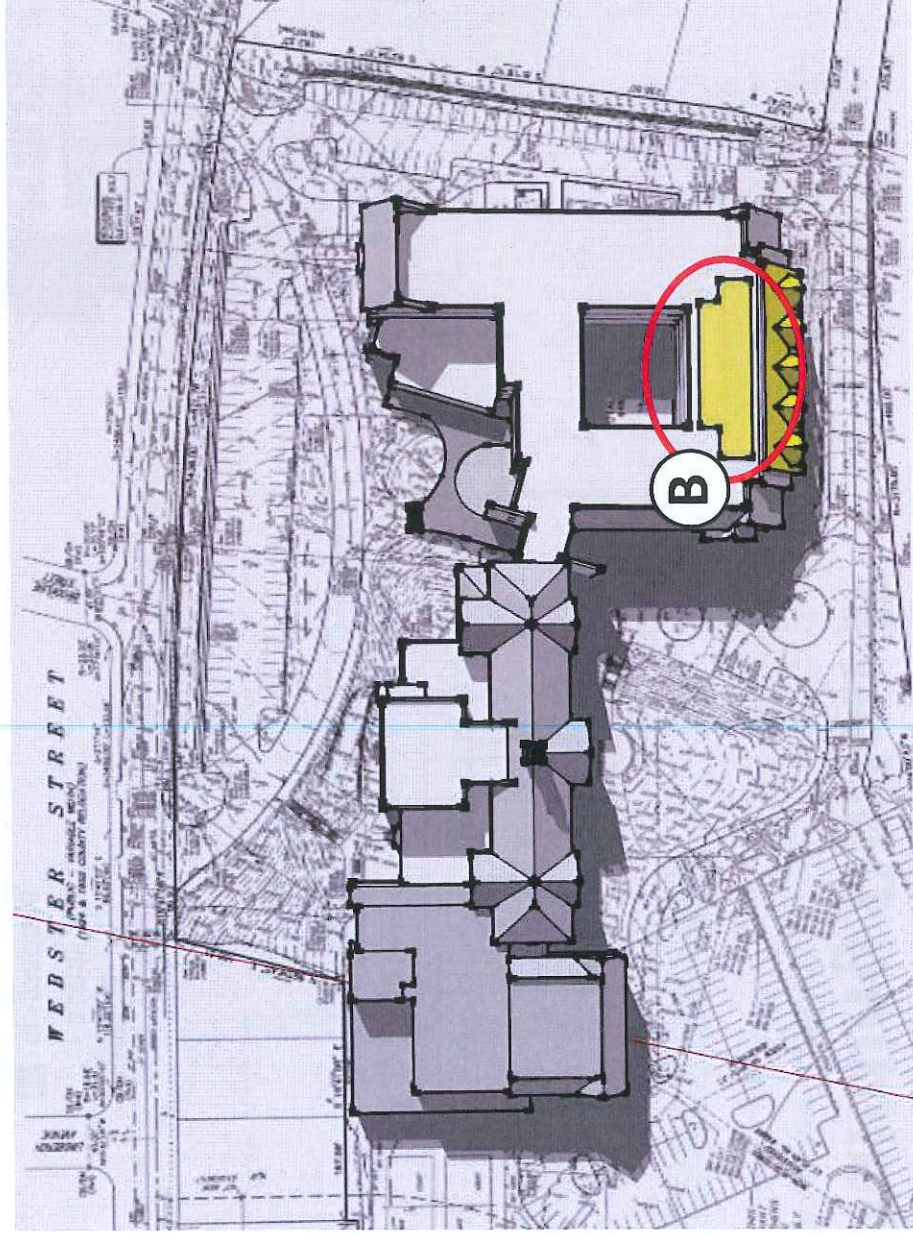
(C) Classroom addition at SW corner

(D) Relocated Media Center at Courtyard

(E) Relocated Media Center at Webster Street Entry Area

(F) New Classroom Wing at Webster Street Entry

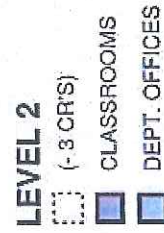
Building Option B



- B** Interior Renovations – new floor & roof structure at Level 4 for new Media Center plus new Classrooms at Level 3 (exst. Media Center area)

(*no change to Level 1)

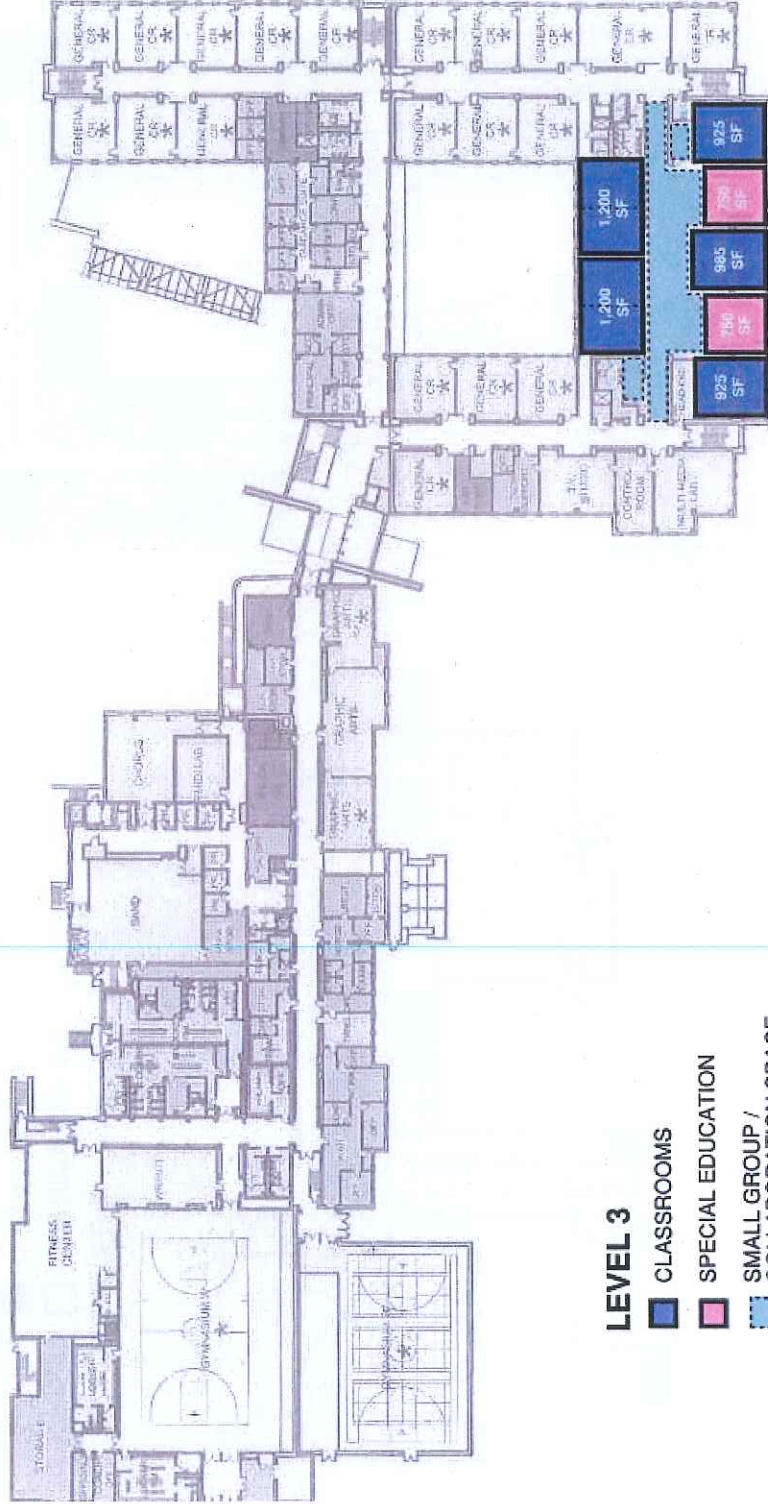
- + (1) NEW SCIENCE & PREP
- + (1) NEW 1,200 SF CLRM
- (3) 750 CLASSRMS
- REDUCED DEPARTMENTAL OFFICE SPACE



Building Option B

LEVEL 3: RE-PURPOSE EXST. LIBRARY VOLUME

- + (2) NEW 1,200 SF CLRMS
- + (3) NEW 925 SF +/- CLRMS
- + (2) NEW 750 SF SPECIAL EDUCATION CLRMS
- + NEW 2,500 SF STUDENT COLLABORATION SPACE
- EXISTING MEDIA CENTER
- (2) CONFERENCE RMS
- (1) WORKROOM



LEVEL 3

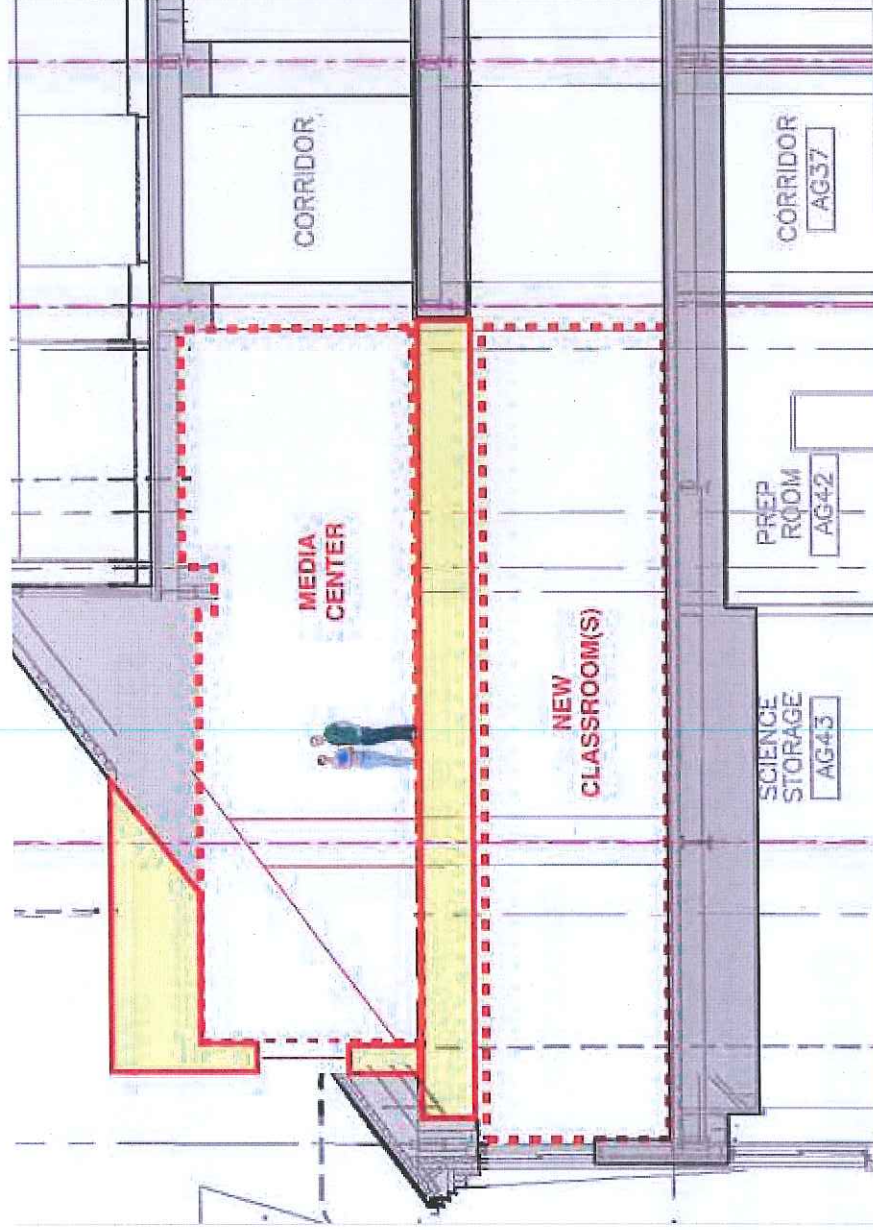
- CLASSROOMS
- SPECIAL EDUCATION
- SMALL GROUP / COLLABORATION SPACE

LEVEL 4: RE-LOCATED MEDIA CTR.

-
- LEVEL 4**
- NEW MEDIA CENTER
 - CLASSROOMS
 - DEPT. OFFICES
- 6,400 sf
- 750 SF
- STAGE
- AUDITORIUM
- RECEPTION
- LOBBY
- ELEVATOR
- STAIRS
- RESTROOM
- CLOSET
- CORRIDOR
- OFFICE
- CLASSROOM
- DEPT. OFFICE

NEW MEDIA CENTER
CLASSROOMS
DEPT. OFFICES

Building Option B



Building Option B

Net gain:

- (1) Science Lab + Prep

- (4) Classrooms

GAINS

+ 3 @ 1,200 sf
+ 3 @ 925 sf
+ 1 @ 750 sf

LOSSES

- 3 @ 725 sf

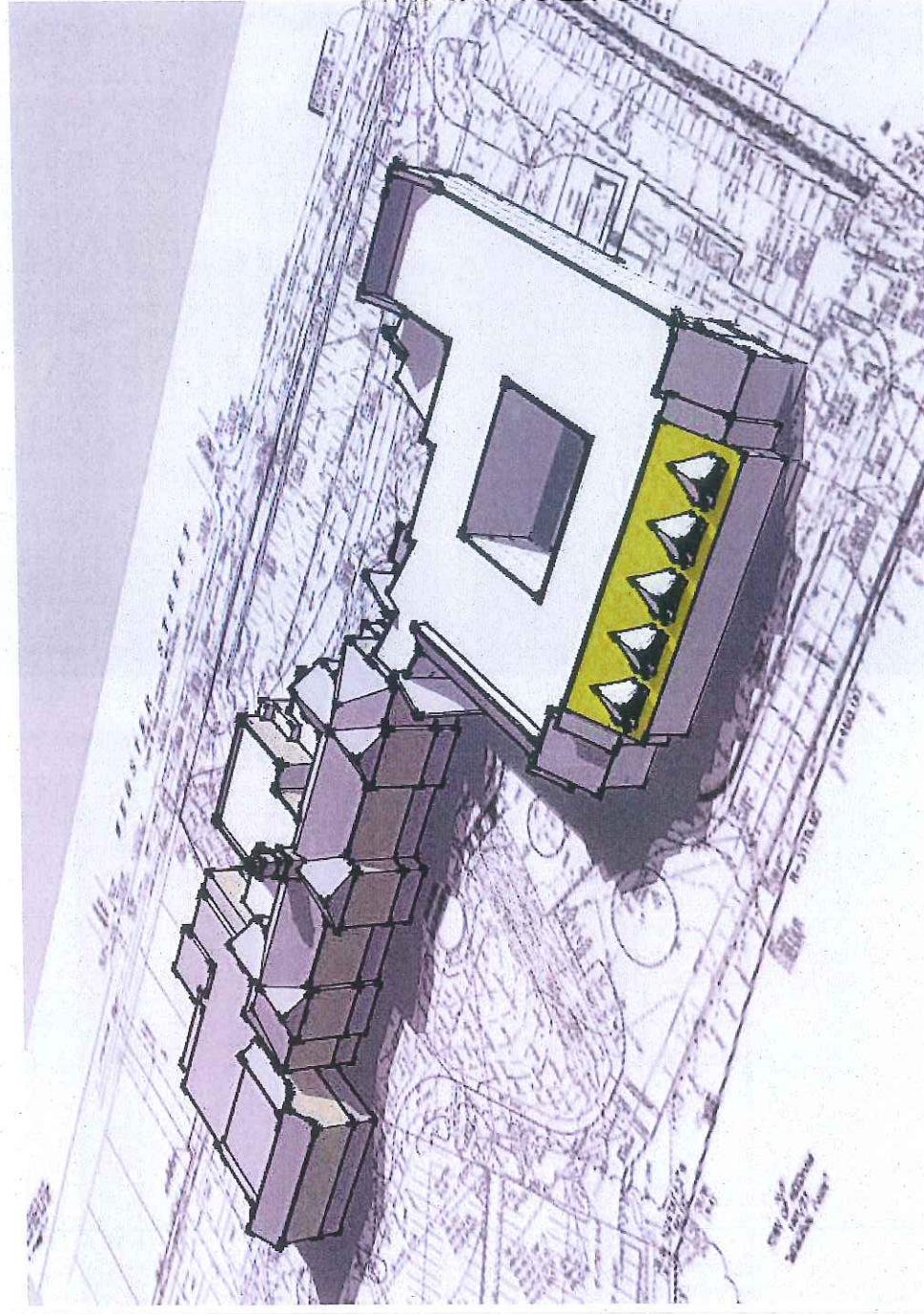
- (2) Special Ed. Classrooms

GAINS

+ 2 @ 750 sf

LOSSES

none



GABLE END DORMERS

Building Option B

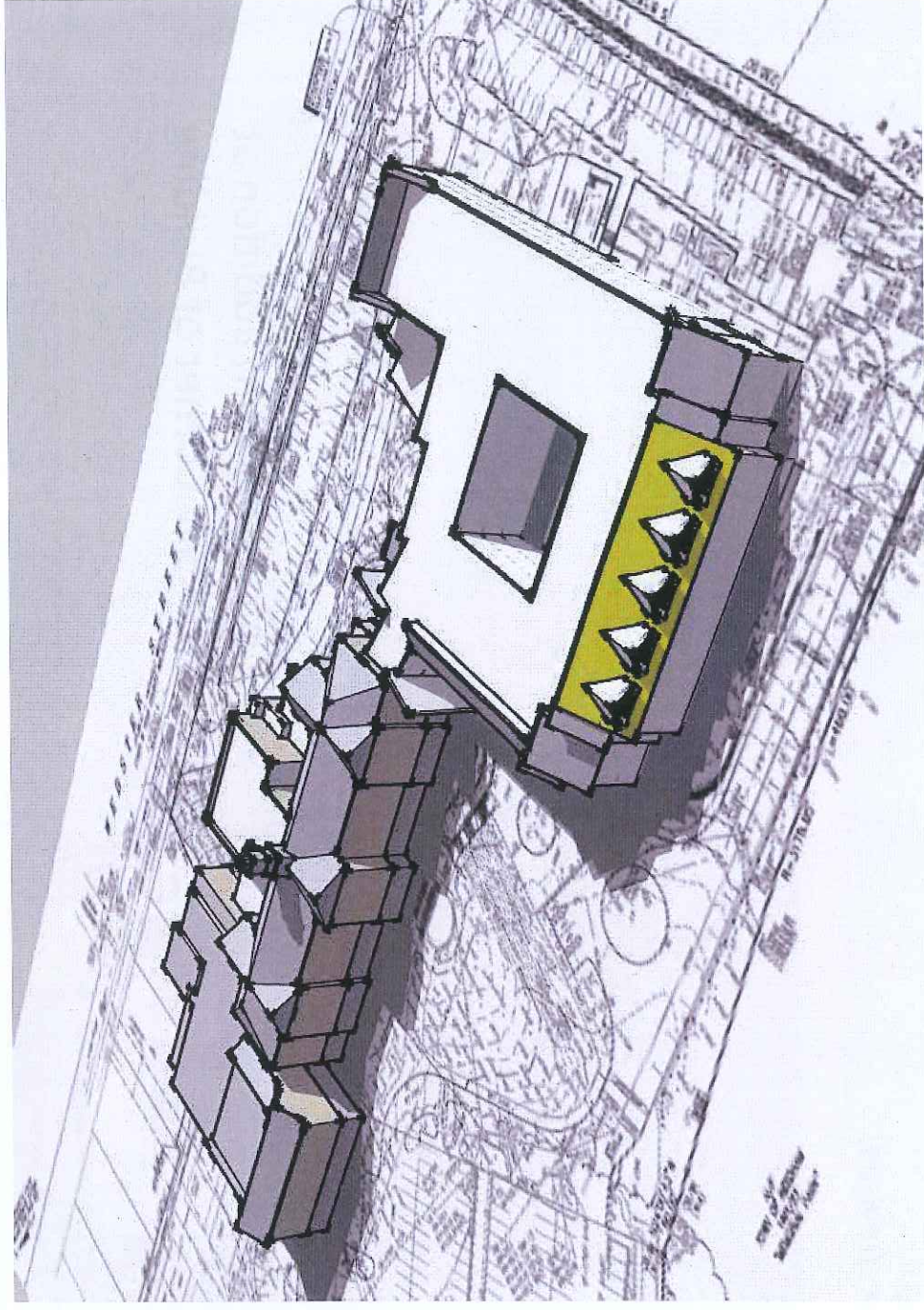
+/- 8 – 12 months duration

Constraints:

- Invasive construction
- Media Center reduced size
- Reduced Departmental Offices

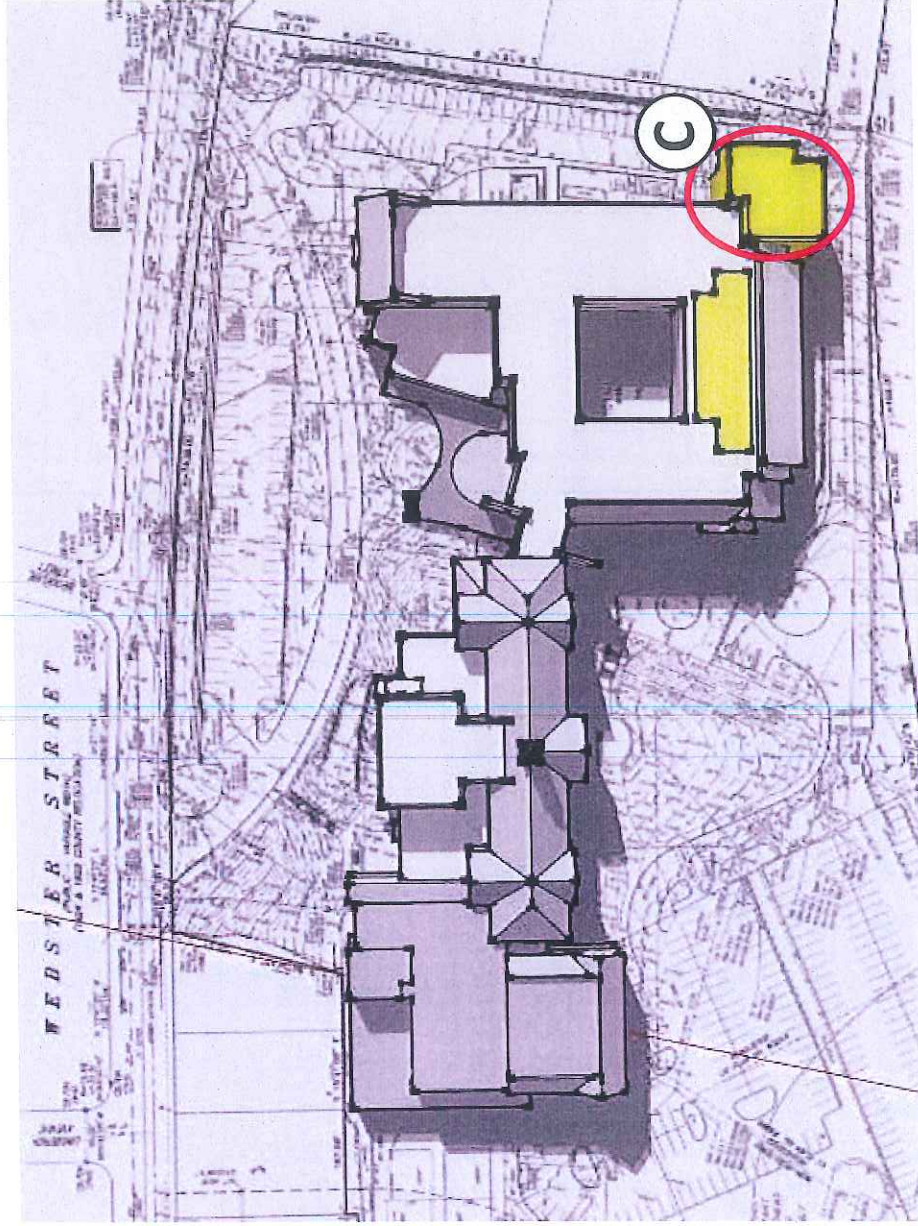
Opportunities:

- Renovations Only



GABLE END DORMERS

Building Option C *(revised)*



Classroom addition at
SW Corner of Building

Building Option C

LEVEL 1: RE-PURPOSE (1)

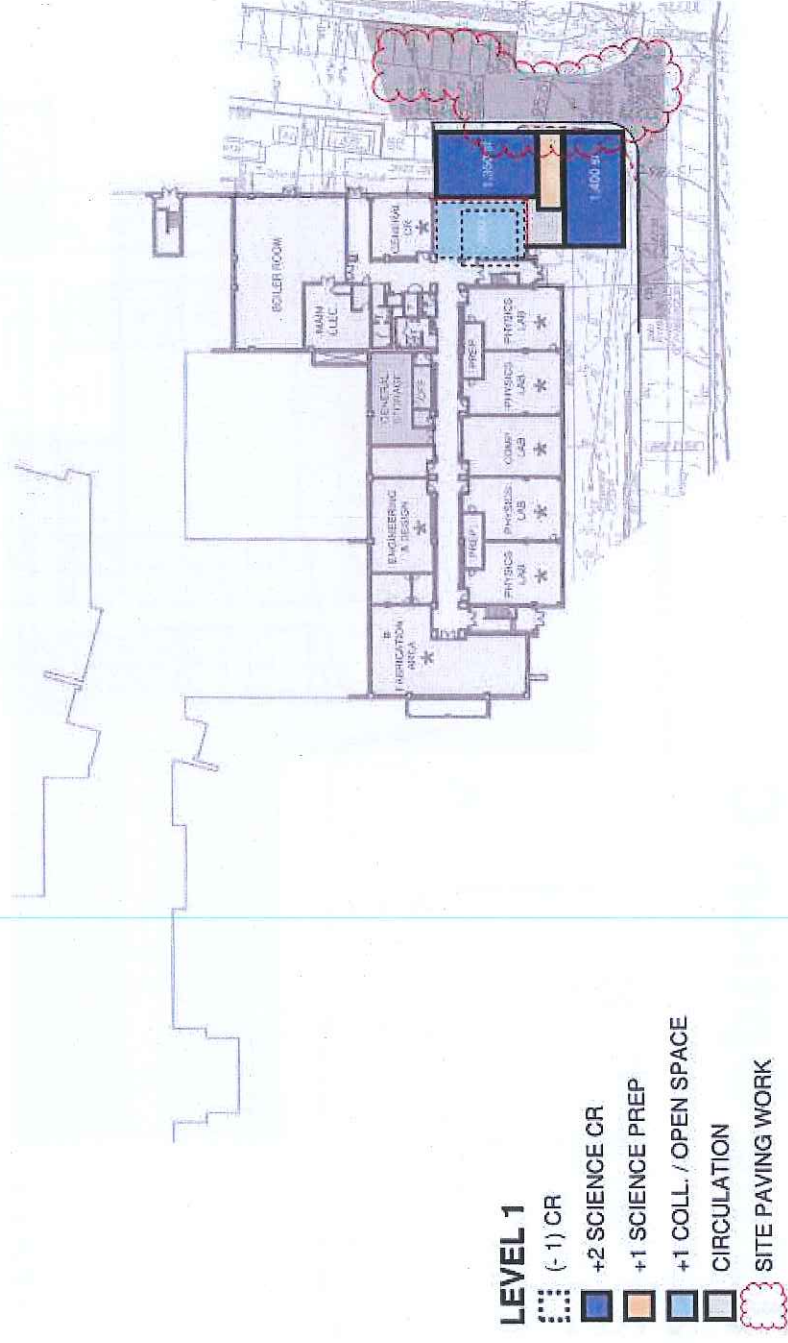
GENERAL CLASSROOM

+ (2) NEW SCIENCE & PREP

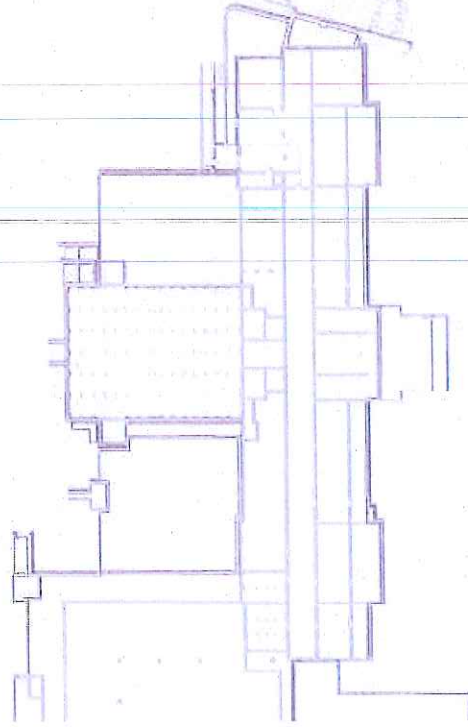
+ APRX. 1,000 SF

COLLABORATION SPACE

- (1) CLASSROOMS



Building Option C



- LEVEL 2: RE-PURPOSE (1)**
SCIENCE CLASSROOM
- + (3) NEW 925 SF CLRM
 - + (1) NEW 925 SF SPECIAL EDUCATION CLRM
 - + (1) NEW APRX. 1,000 SF COLLABORATION SPACE
 - (1) SCIENCE ROOM

- LEVEL 2**
- (- 1) CR
 - CLASSROOMS
 - SPECIAL EDUCATION
 - COLL. / OPEN SPACE
 - STORAGE SPACE
 - CIRCULATION



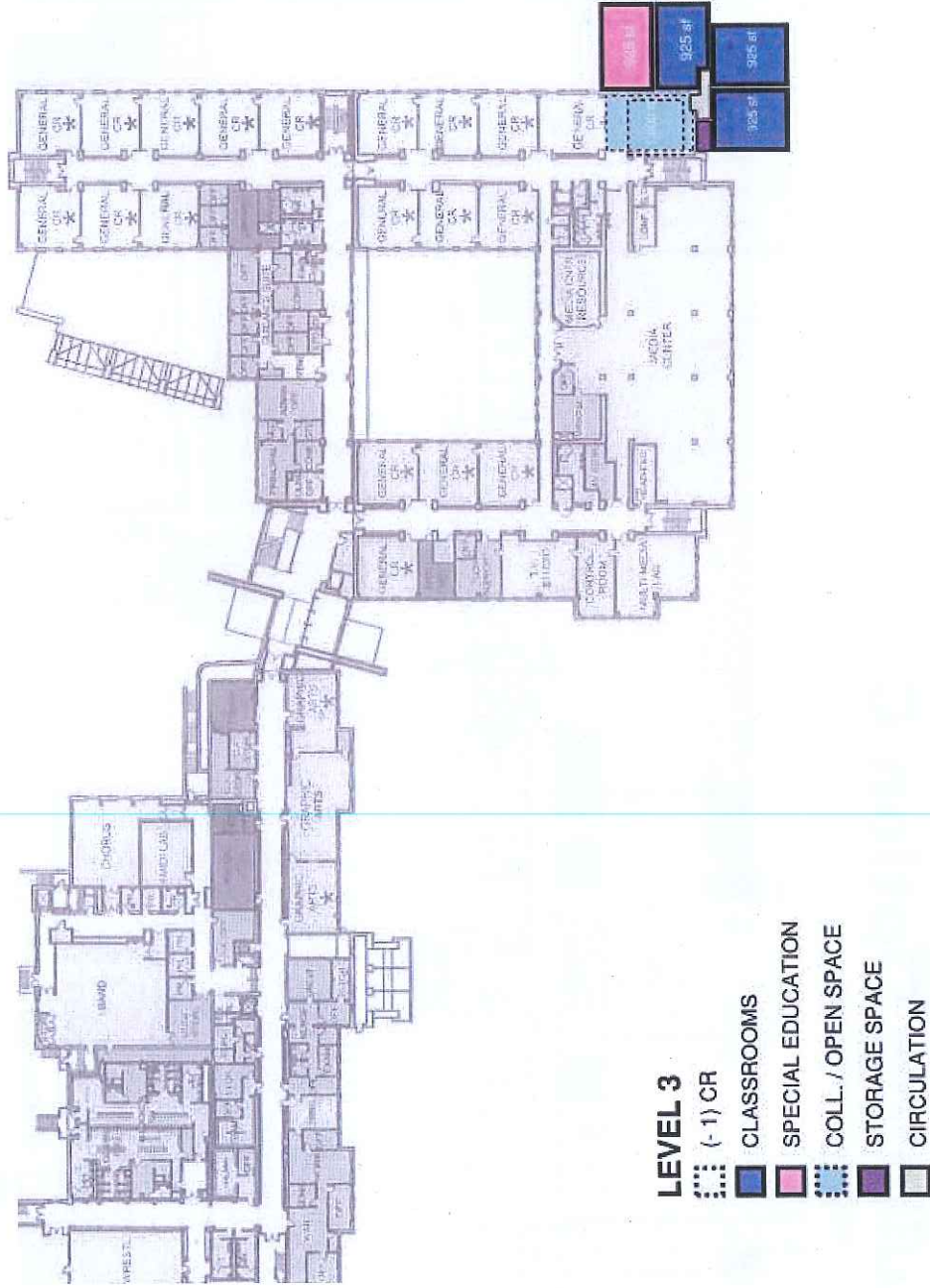
Building Option C

LEVEL 3: RE-PURPOSE (1)

GENERAL CLASSROOM

- + (3) NEW 925 SF CLRM
- + (1) NEW 925 SF SPECIAL EDUCATION CLRM
- + (1) NEW APRX. 1,000 SF COLLABORATION SPACE

- (1) CLASSROOMS



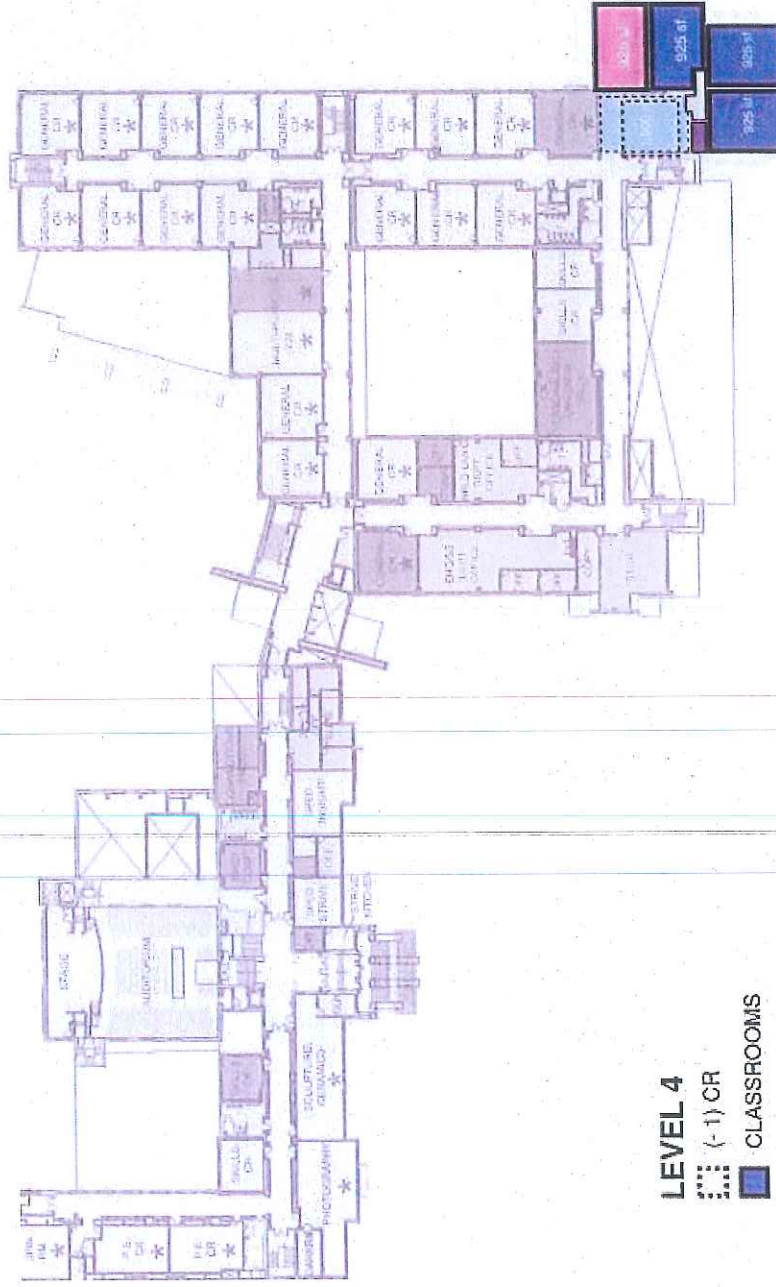
Building Option C

LEVEL 4: RE-PURPOSE (1)

GENERAL CLASSROOM

- + (3) NEW 925 SF CLRM
- + (1) NEW 925 SF SPECIAL EDUCATION CLRM
- + (1) NEW APRX. 1,000 SF COLLABORATION SPACE

- (1) CLASSROOMS



LEVEL 4

6-11 CR

CLASSROOMS

SPECIAL EDUCATION

COLL./OPEN SPACE

STORAGE SPACE

CIRCULATION

Building Option C

Net gain:

- (1) Science + Prep

GAINS	LOSSES
+ 2 @ 1,640 sf	- 1 @ 1440 sf

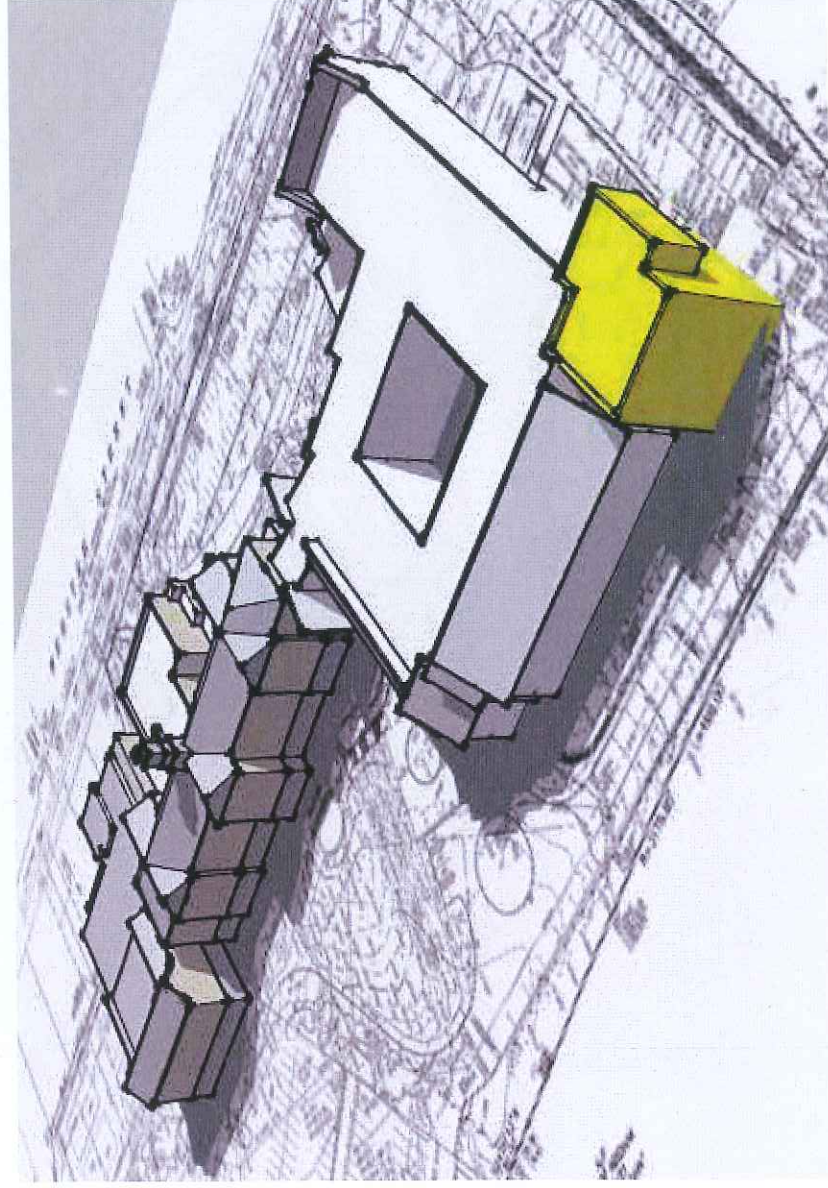
- (6) Classrooms

GAINS	LOSSES
+ 9 @ 925 sf	- 1 @ 900 sf
	- 2 @ 750 sf

- (3) Special Ed. Classrooms

GAINS	LOSSES
+ 3 @ 925 sf	none

- (4) Collaboration Spaces



Building Option C

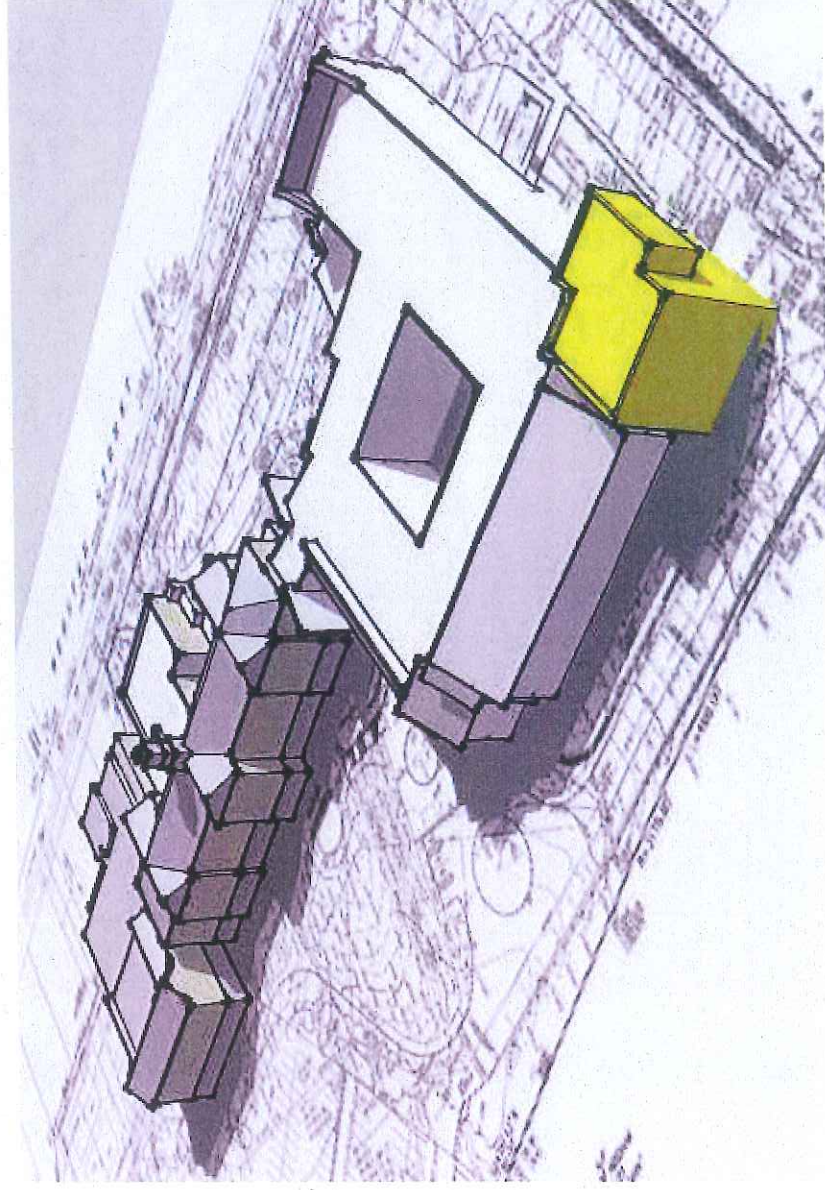
Constraints:

- Temporary Classrooms Required
- Impact to Adjacent Classrooms
- Parking / Circulation impact

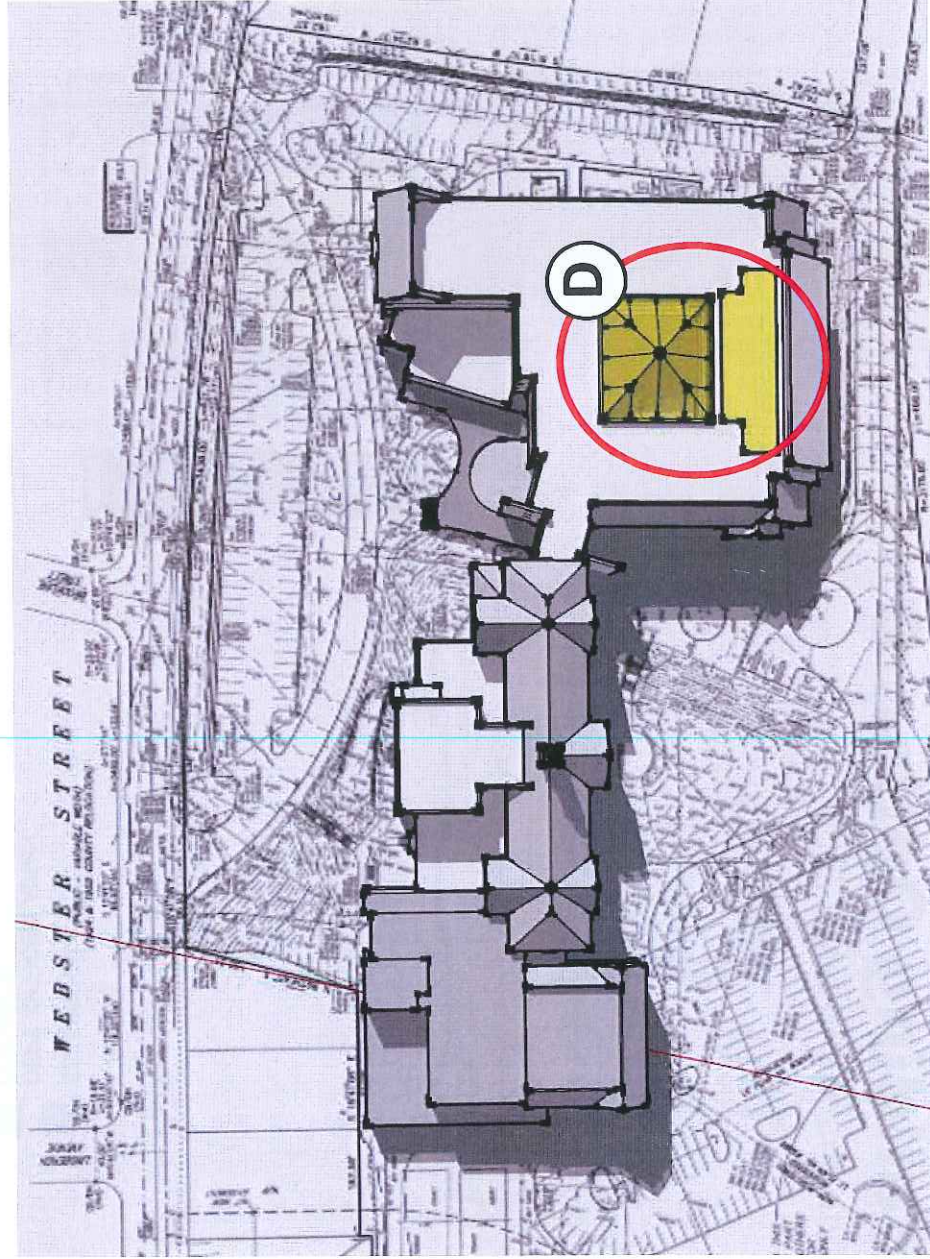
Opportunities:

- Single Phase

+/- 12 – 16 months Duration



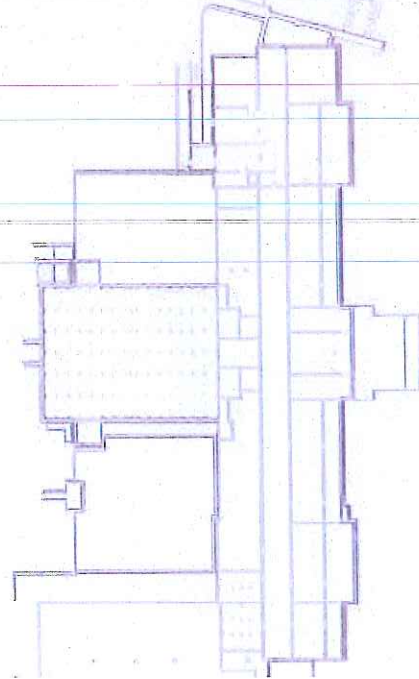
Building Option D



D Relocated Media Center
at Courtyard

Building Option D

(*no change to Level 1)



LEVEL 2

(- 8 CR'S)

CLASSROOMS

DEPT. OFFICES, ADMIN.

GUIDANCE

MEDIA CENTER

LEVEL 2: DEMO (8) CR'S

TO CREATE (3) OFFICE
SUITES

+ (1) NEW 6,500 SF MEDIA
CENTER

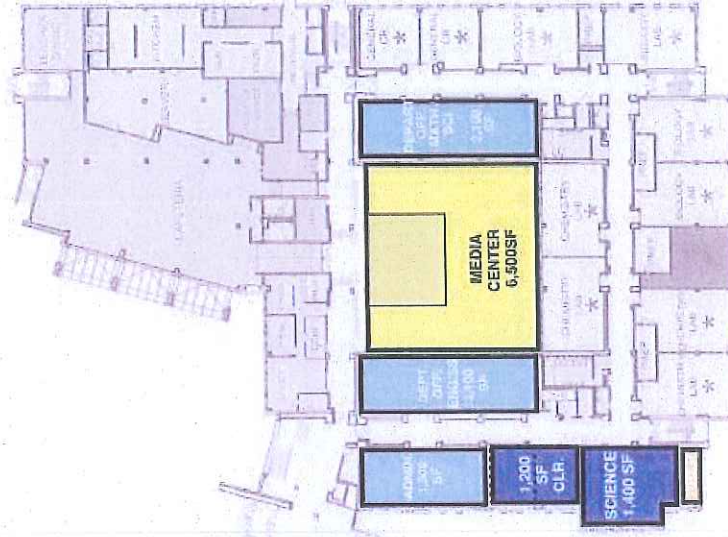
+ (1) NEW SCIENCE & PREP

+ (1) NEW 1,200 SF CLRM

+ 1500 SF ADMIN SPACE

- (8) CLASSROOMS

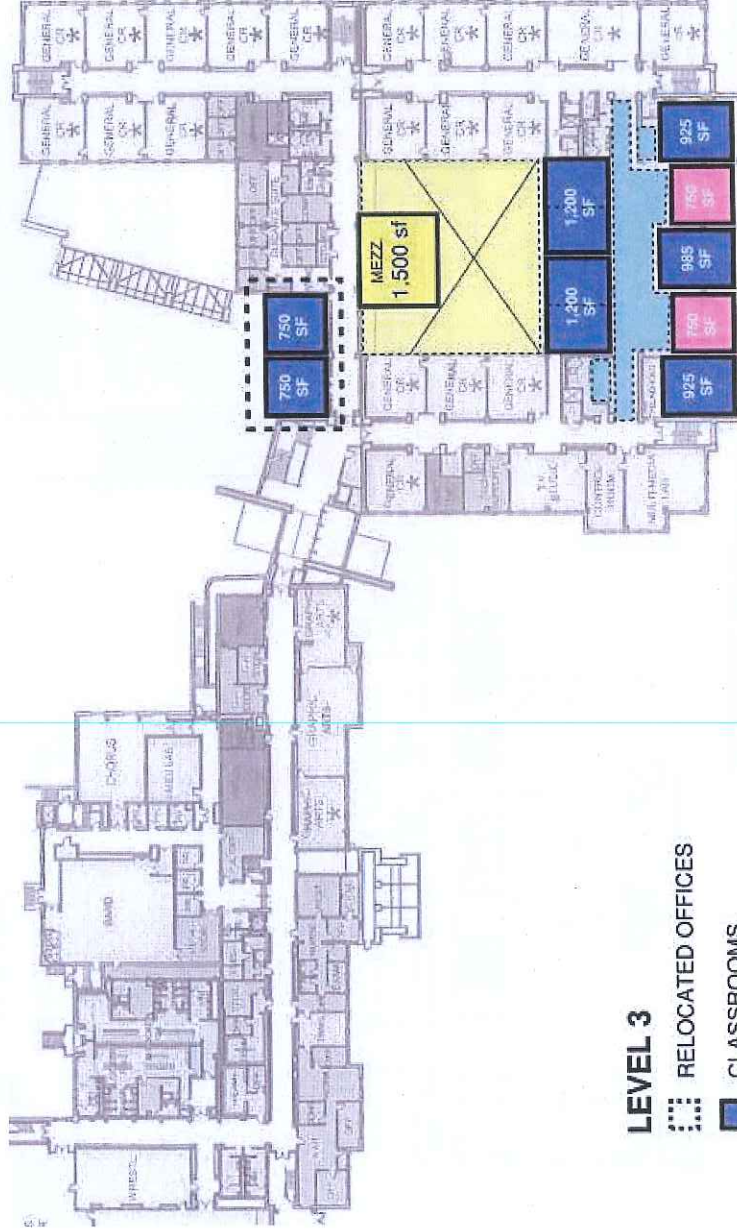
- REDUCED DEPARTMENT
OFFICE SPACE



Building Option D

LEVEL 3: RELOCATE ADMIN TO LEVEL 2

- + (2) 750 SF CLRMS
 - + (2) 1200 SF CLRMS
 - + (3) 925 SF CLARMS
 - + (2) 750 SF SPECIAL ED.
- CLASSROOMS**
- + 1500 SF MEDIA CENTER
 - + 2500 SF COLLABORATION
- SPACE**
- 1500 SF ADMIN
 - EXISTING MEDIA CENTER
 - (2) CONFERENCE RMS
 - (1) WORKROOM



LEVEL 3

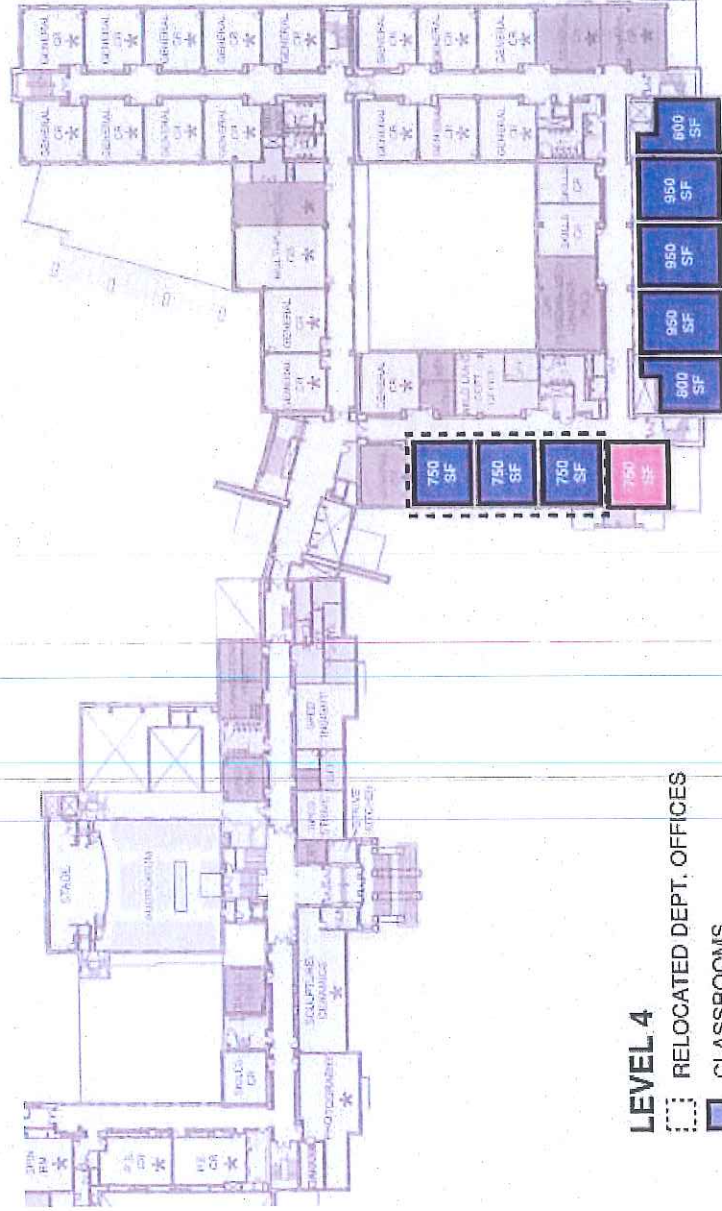
- RELOCATED OFFICES
- CLASSROOMS
- SPECIAL EDUCATION CR's
- SMALL GROUP / COLLABORATION SPACE

Building Option D

LEVEL 4: RENOVATED ROOF, NEW FLOOR STRUCTURE

- + (3) 750 SF CLASSROOMS
- + (2) 800 SF CLASSROOMS
- + (3) 950 SF CLASSROOMS
- + (1) 750 SF SPECIAL ED. CLASSROOM

- REDUCED DEPARTMENT OFFICE SPACE
- STORAGE



- LEVEL 4**
- RELOCATED DEPT. OFFICES
 - CLASSROOMS
 - SPECIAL EDUCATION CR's
 - NEW DEPT. OFFICE

Building Option D

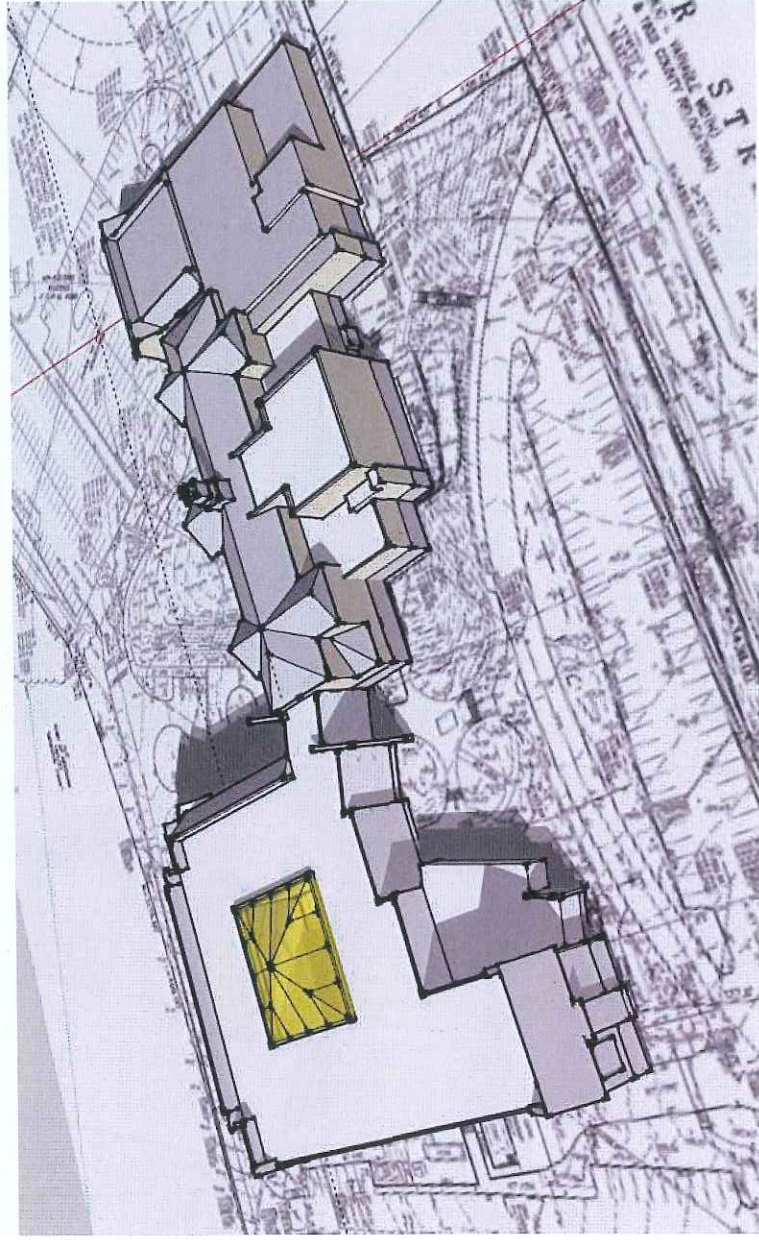
Net gain:

- (1) Science + Prep

GAINS	LOSSES
+ 1 @ 1,640 sf	none
- (8) Classrooms

GAINS	LOSSES
+ 5 @ 750 sf	- 8 @ 750 sf
+ 2 @ 800 sf	
+ 6 @ 950 sf	
+ 3 @ 1200 sf	
- (3) Special Ed. Classrooms

GAINS	LOSSES
+ 3 @ 750 sf	none
- (1) Collaboration Spaces



Building Option D

Constraints:

- Multiple areas impacted
- Multiple phases necessary
- Construction Access
- Reduced size Media Center
- Reduced Departmental Offices

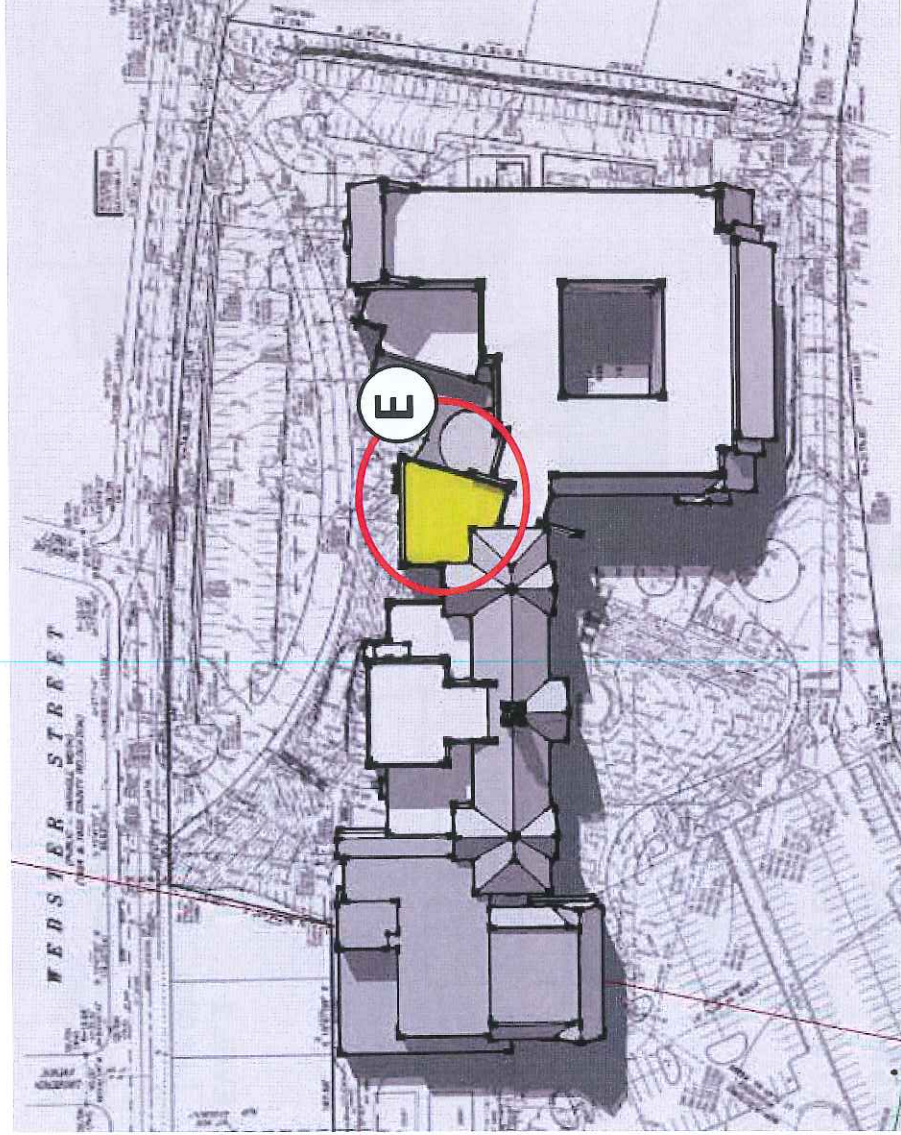
Opportunities:

- Create Central Media Center
- Classrooms in Core Area

+/- 14- 18 months Duration



Building Option E



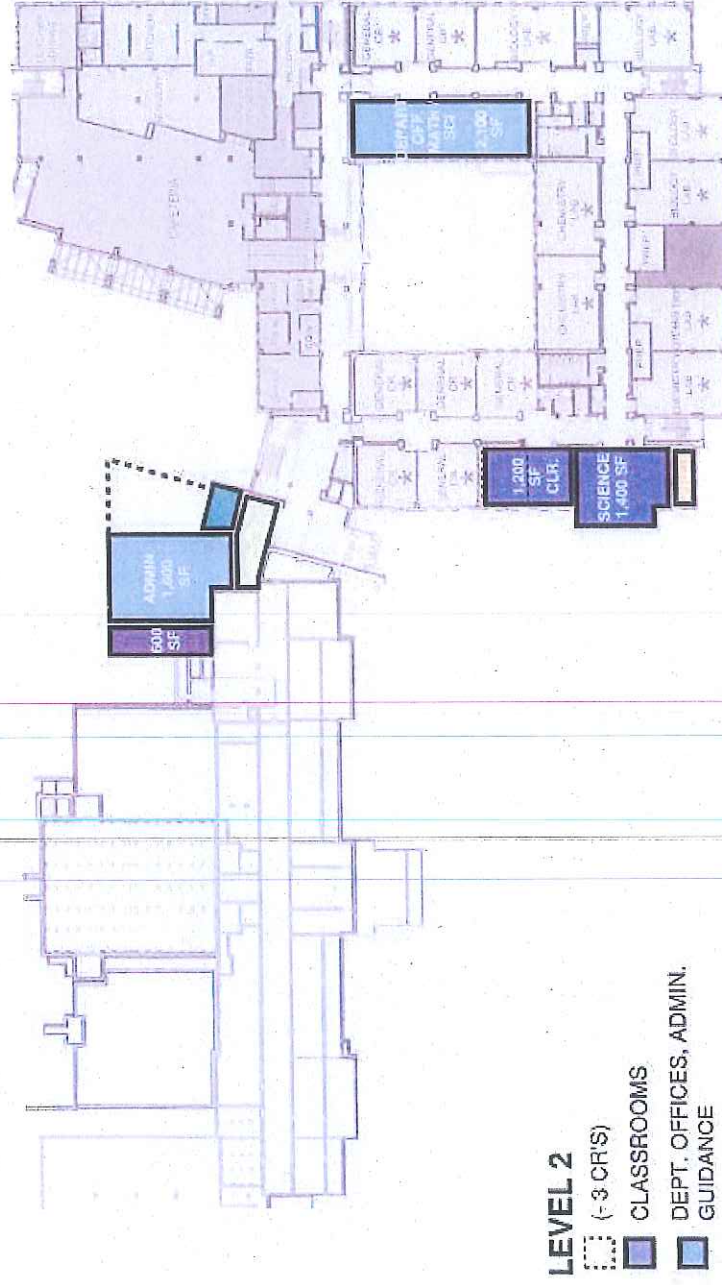
E Relocated Media Center
at Webster Street Entry
Area

Building Option E

(*no change to Level 1)

**LEVEL 2: DEMO (3) CR's FOR
(1) DEPT. OFFICE SUITE**

- + (1) 1200 SF CLASSROOM
- + (1) SCIENCE + PREP
- + 1800 SF ADMIN SPACE
- + STORAGE
- (3) 750 SF CLASSROOMS
- REDUCED DEPARTMENT OFFICE SPACE



LEVEL 2

[-3 CR'S)

CLASSROOMS

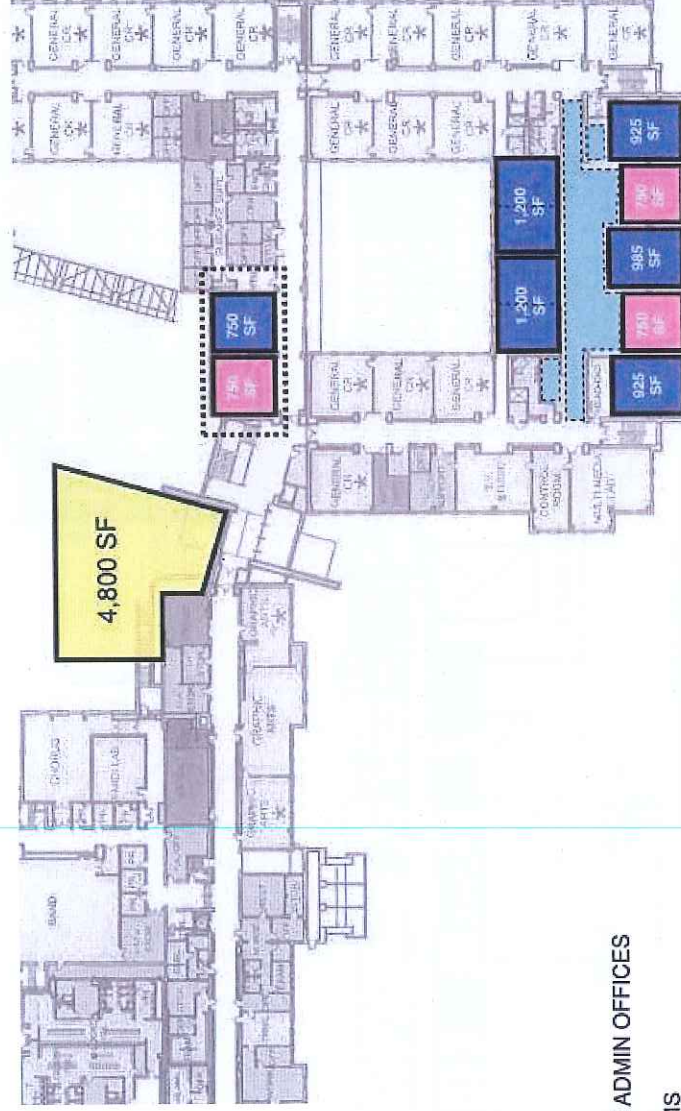
DEPT. OFFICES. ADMIN.

GUIDANCE

Building Option E

LEVEL 3: RELOCATE ADMIN TO LEVEL 2

- + (1) 750 SF CLASSROOM
- + (3) 950 SF CLASSROOM
- + (2) 1200 SF CLASSROOMS
- + (3) 750 SF SPECIAL ED. CLASSROOMS
- + COLLABORATION SPACE
- + MEDIA CENTER
- 1500 SF ADMIN OFFICE
- EXISTING MEDIA CENTER
- (2) CONFERENCE RMS
- (1) WORKROOM

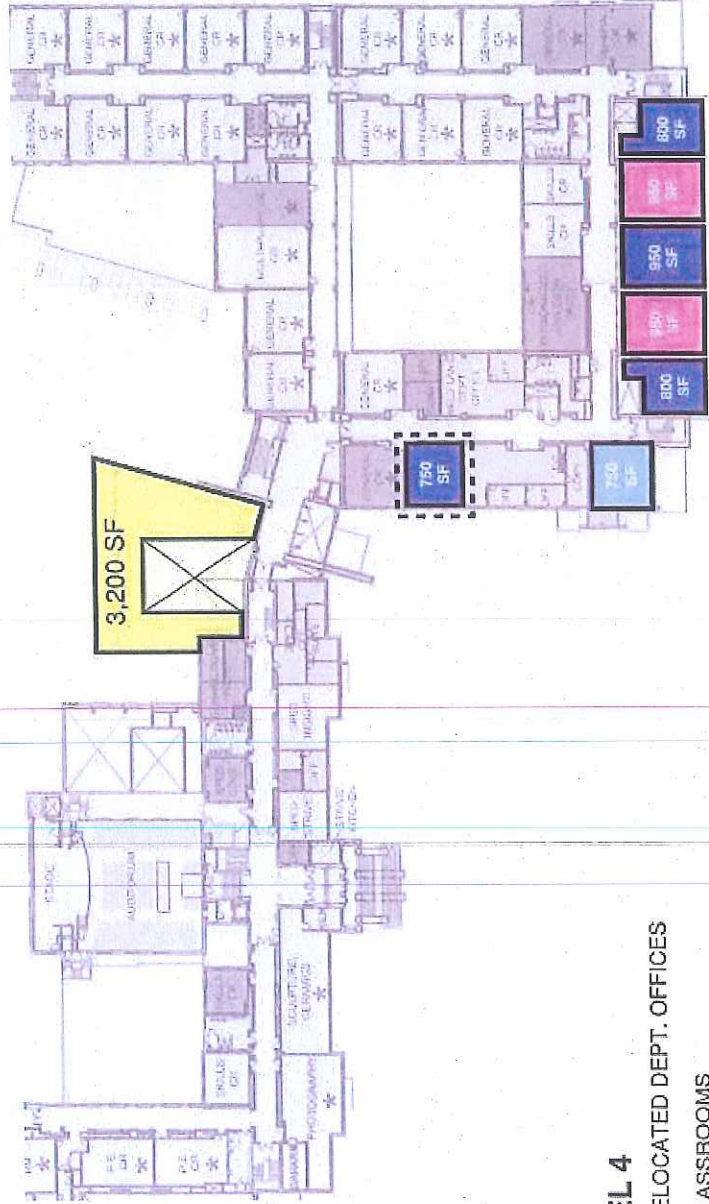


LEVEL 3

-  RELOCATED ADMIN OFFICES
-  CLASSROOMS
-  SMALL GROUP / COLLABORATION SPACE
-  MEDIA CENTER - LOWER LEVEL

Building Option E

LEVEL 4: NEW UPPER LEVEL MEDIA



LEVEL 4

RELOCATED DEPT. OFFICES

CLASSROOMS

DEPT. OFFICES

NEW MEDIA CENTER - UPPER LEVEL

SPECIAL EDUCATION

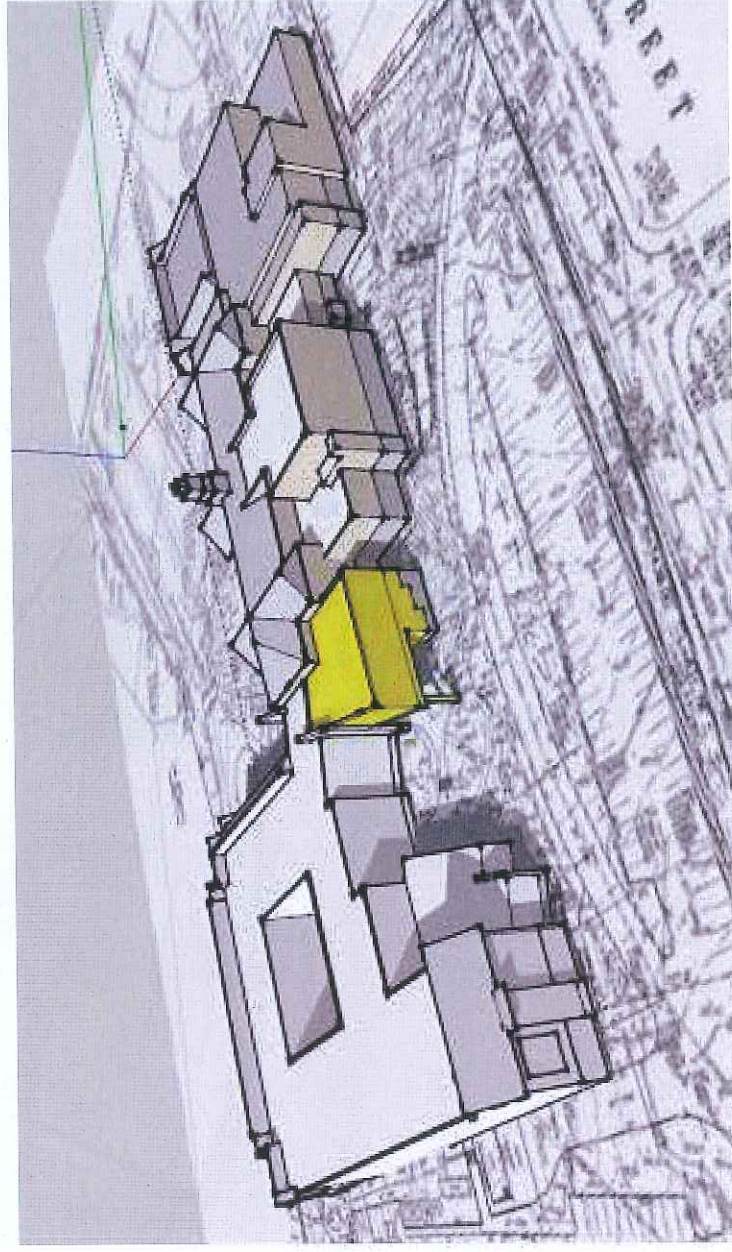
- + (1) 750 SF CLASSROOM
- + (2) 800 SF CLASSROOM
- + (1) 950 SF CLASSROOM
- + (2) 950 SF SPECIAL ED.
- CLASSROOMS
- + MEDIA CENTER

- REDUCED DEPARTMENT
- OFFICE SPACE
- STORAGE

Building Option E

Net gain:

- (1) Science + Prep
 - GAINS**
 - + 1 @ 1,440 sf
 - LOSSES**
 - none
- (8) Classrooms
 - GAINS**
 - + 2 @ 750 sf
 - + 2 @ 800 sf
 - + 4 @ 950 sf
 - + 3 @ 1200 sf
 - LOSSES**
 - 3 @ 750 sf
- (5) Special Ed. Classrooms
 - GAINS**
 - + 3 @ 750 sf
 - + 2 @ 950 SF
 - LOSSES**
 - none
- (1) Collaboration Spaces



Building Option E

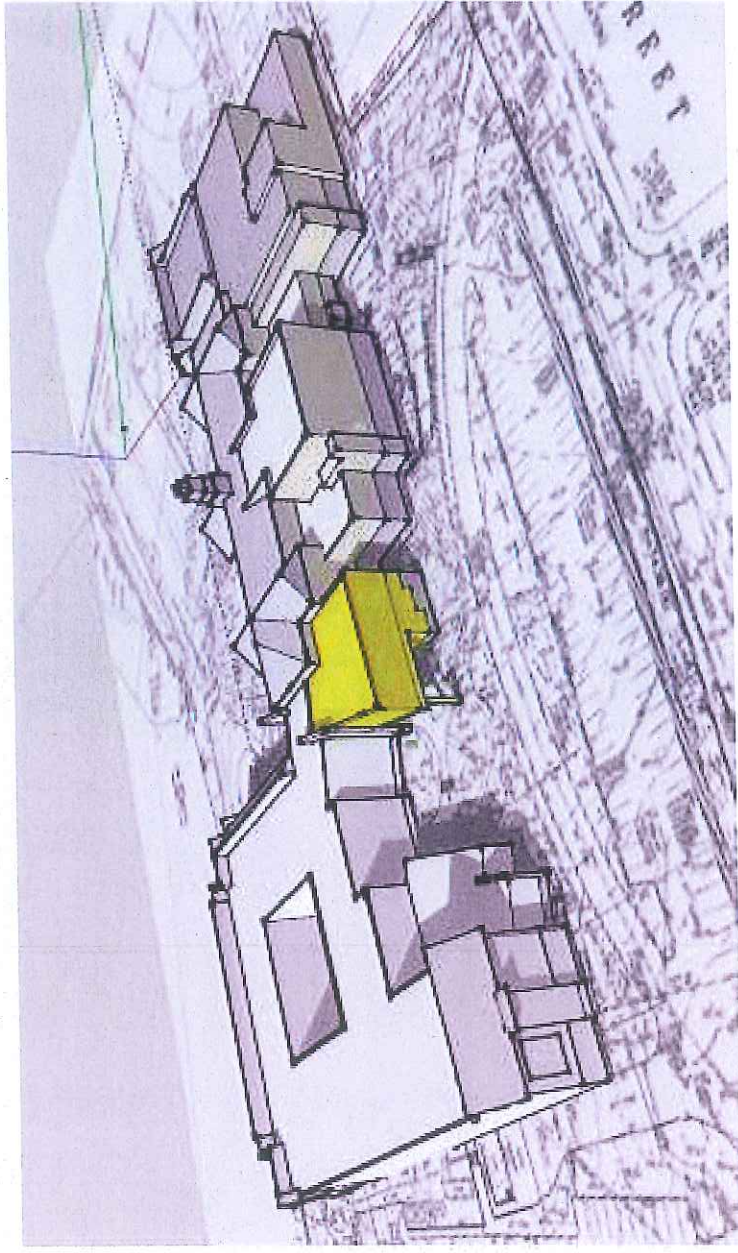
Constraints:

- Multiple areas impacted
- Multiple phases necessary
- Construction Access / Impact

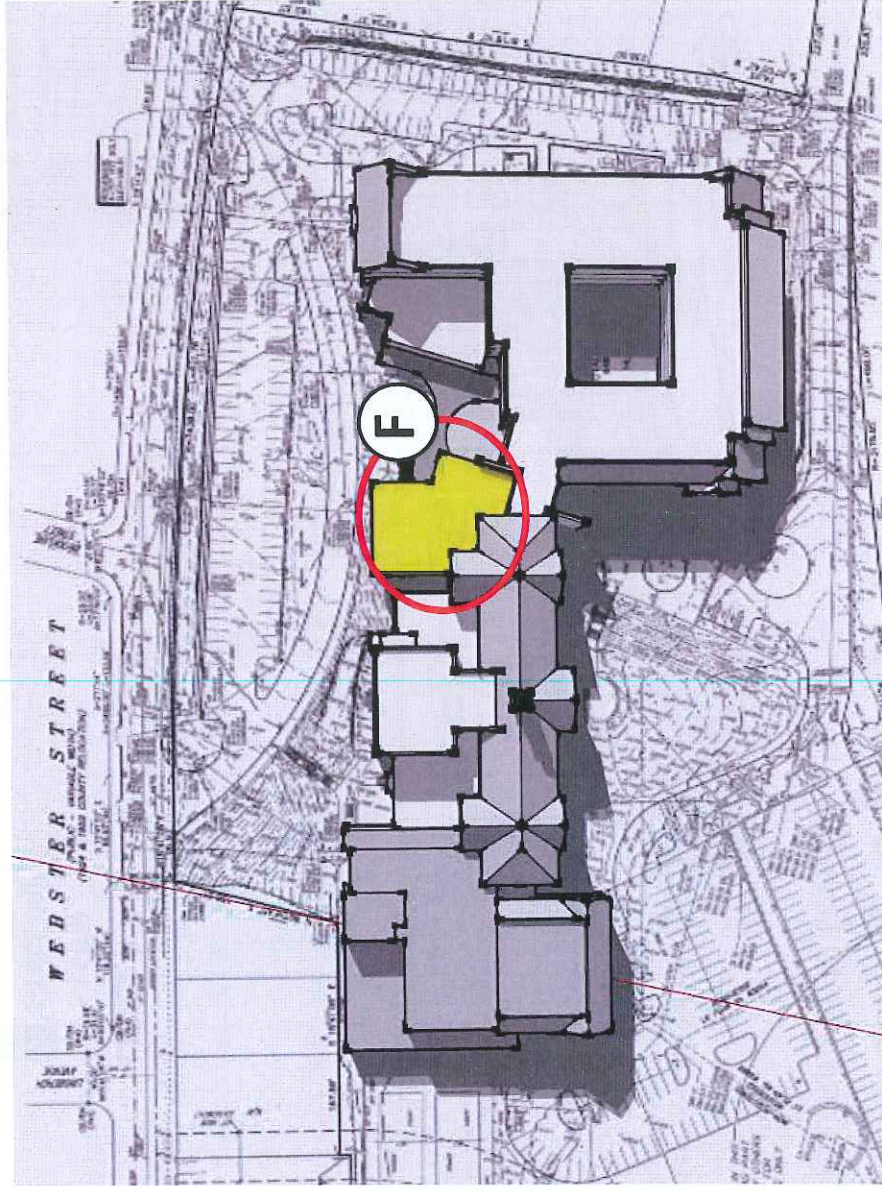
Opportunities:

- Properly sized Media Center
- New Classrooms located in core academic area

+/- 20 – 24 months Duration



Building Option F



F New Classroom Wing at
Webster Street Entry

Building Option F

(*no change to Level 1)

LEVEL 2:

+ (1) SCIENCE + PREP
+ 1500 SF ADMIN
+ STORAGE

- SMALL SCIENCE + PREP



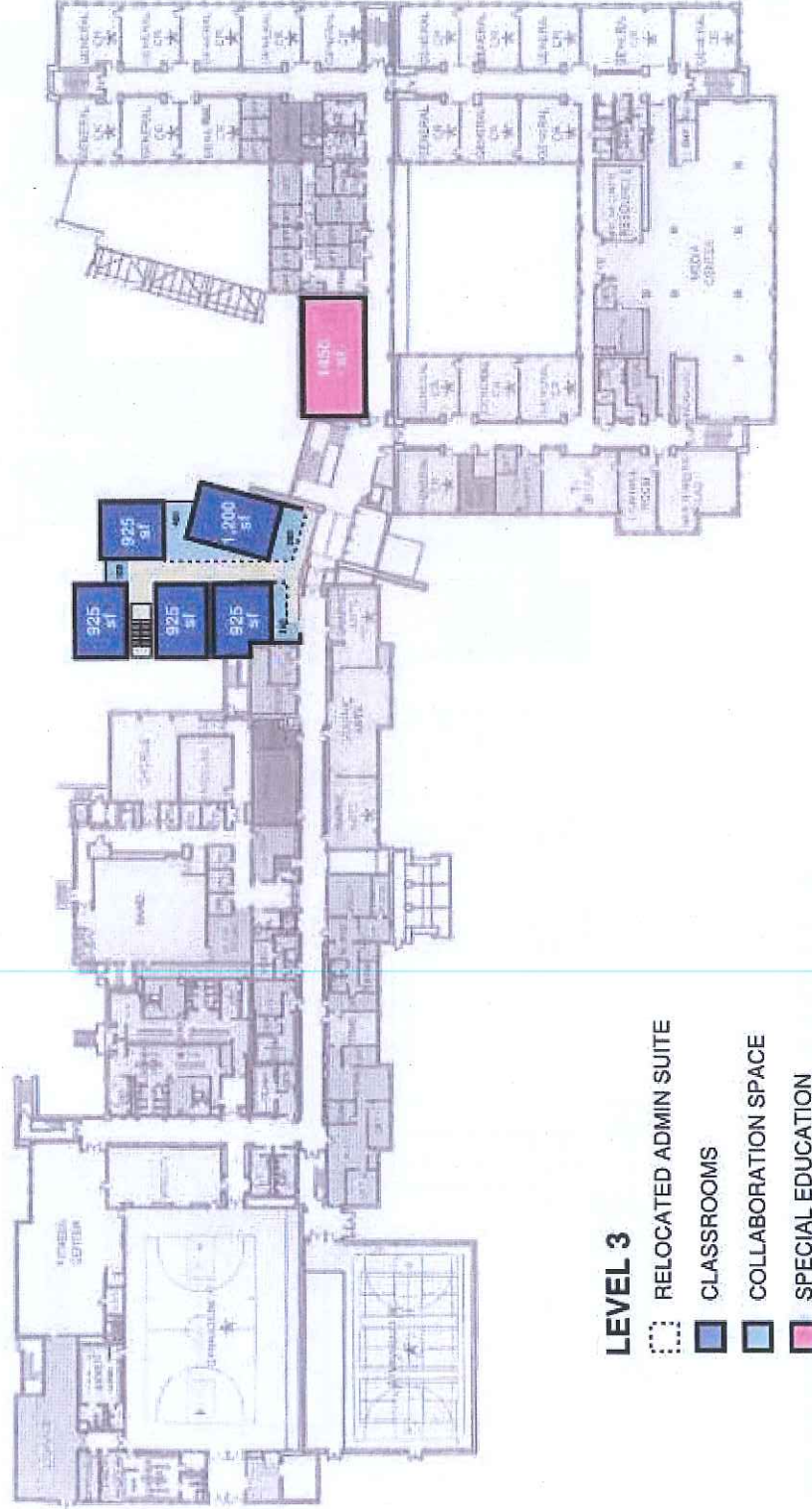
LEVEL 2

- (-1 CR'S)
- (+1 SCI. CR)
- DEPT. OFFICES, ADMIN
- CIRCULATION
- STORAGE

Building Option F

LEVEL 3:

- + (4) 925 SF CLRMS
- + (1) 1,200 SF CLRM
- + (1) 1450 SF SPECIAL ED.
- CLRMS
- + STUDENT COLLABORATION
- 1500 SF ADMIN OFFICE



LEVEL 3

- RELOCATED ADMIN SUITE
- CLASSROOMS
- COLLABORATION SPACE
- SPECIAL EDUCATION

Building Option F

LEVEL 4:

- + (3) 925 SF CLSRMS
- + (1) 1,200 SF CLRM
- + (1) 925 SF SPECIAL ED. CLASSROOM
- + (1) 1100 SF SPECIAL ED. CLASSROOM
- + STUDENT COLLABORATION
- STORAGE SPACE



LEVEL 4

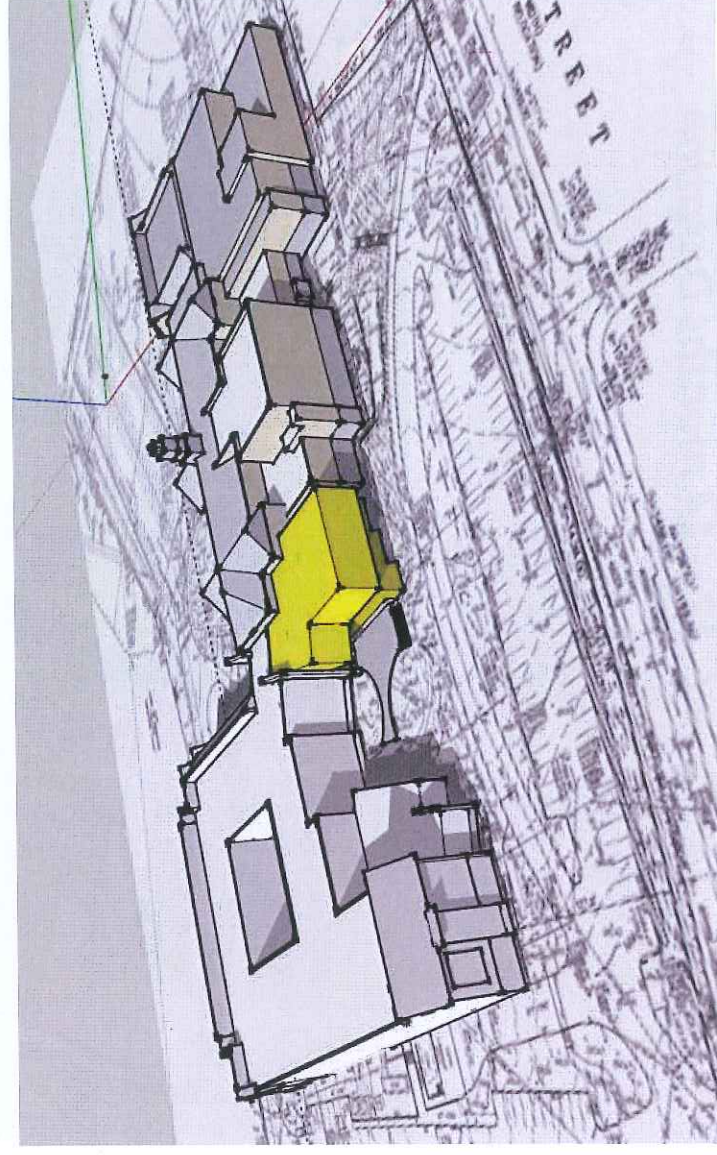
- CLASSROOMS
- COLLABORATION SPACE
- SPECIAL EDUCATION

Building Option F

Net gain:

- | | | |
|---------------------------|---------------|---------------|
| (1) Science + Prep | GAINS | LOSSES |
| | + 1 @ 1000 sf | none |
- | | | |
|-----------------------|--------------|---------------|
| (8) Classrooms | GAINS | LOSSES |
| | +4 @ 925 sf | - 1 @ 925 |
| | +2 @ 1200 sf | |
- | | | |
|-----------------------------------|---------------|---------------|
| (4) Special Ed. Classrooms | GAINS | LOSSES |
| | + 2 @ 725 sf | none |
| | + 2 @ 925 sf | |
| | + 1 @ 1100 sf | |

- (2) Collaboration Spaces**



Building Option F

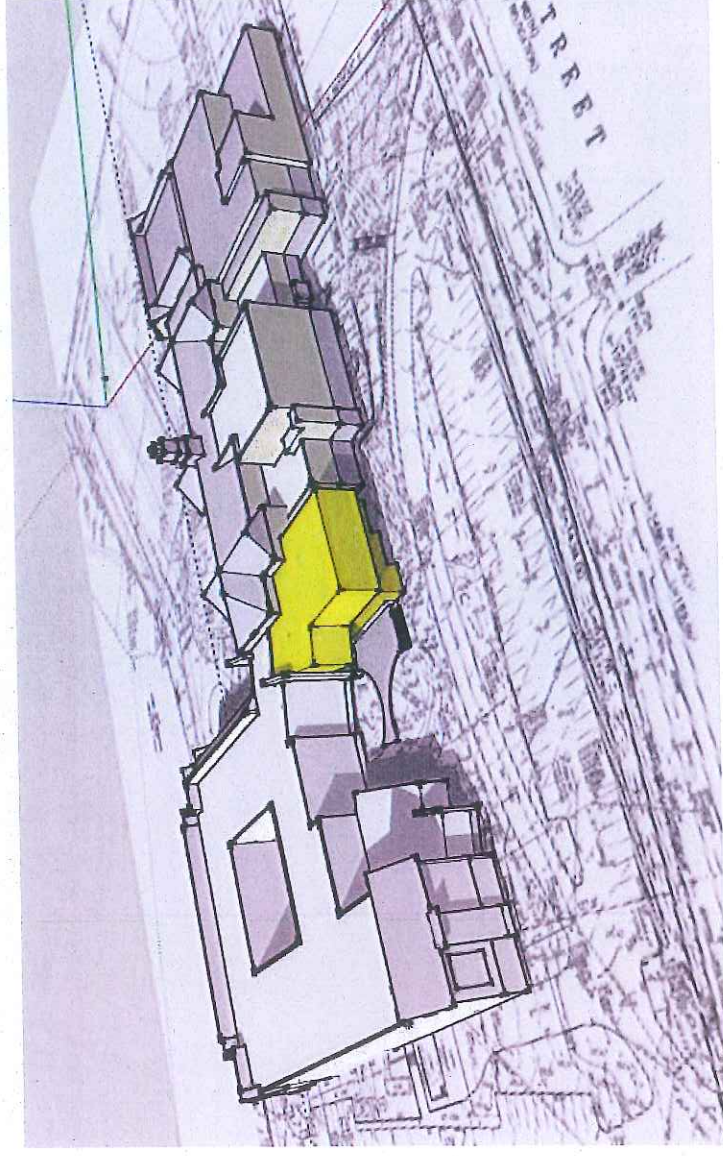
Constraints:

- Construction Access
- Bus drop-off area & Entrance Impact

Opportunities:

- Library remains as-is
- Improved Admin Connection
- Low impact to existing during construction

+/- 12 – 14 months Duration



Comparative Matrix

OPTION B <i>(Initial renovation at Media Center only)</i> \$8.6m	SPACE(S) ADDED	SPACE(S) LOST	NET SPACE(S)	ADDITIONAL CONSIDERATIONS
	sq. m / sq. ft. type	sq. m / sq. ft. type	sq. m / sq. ft. type	GOALS
	3 1,200 CLASSROOMS	0 1,200 CLASSROOMS	3 1,200 CLASSROOMS	CLASSROOMS 8 50%
	3 925 CLASSROOMS	0 925 CLASSROOMS	3 925 CLASSROOMS	SCI. LAB + PREP 1 100%
	7 4,728 SPECIAL EDUCATION	0 2,135 SPECIAL EDUCATION	7 4,728 SPECIAL EDUCATION	SPECIAL ED. 5,029 SF 17%
	2 1,660 SCIENCE LAB + PREP	0 0 SCIENCE LAB + PREP	2 1,660 SCIENCE LAB + PREP	CONSTRAINTS
	1 1,660 SCIENCE LAB + PREP	0 0 SCIENCE LAB + PREP	1 1,660 SCIENCE LAB + PREP	Continue Classroom with Building
	1 1,660 SCIENCE LAB + PREP	0 0 SCIENCE LAB + PREP	1 1,660 SCIENCE LAB + PREP	Redesign / Permit owner
	1 2,500 COLLABORATION	0 0 COLLABORATION	1 2,500 COLLABORATION	Additional Special Education
	1 2,500 COLLABORATION	0 0 COLLABORATION	1 2,500 COLLABORATION	Additional Special Education
10,316.00 TOTAL ADD SQ. FT.		2,175.00 TOTAL LOST SQ. FT.	8,140.00 TOTAL SQ. FT.	

OPTION C *(Conversion at SW corner)* \$9.8m	SPACE(S) ADDED	SPACE(S) LOST	NET SPACE(S)	ADDITIONAL CONSIDERATIONS
sq. m / sq. ft. type	sq. m / sq. ft. type	sq. m / sq. ft. type	GOALS	
0 1,200 CLASSROOMS	0 1,200 CLASSROOMS	0 1,200 CLASSROOMS	CLASSROOMS 8 75%	
9 925 CLASSROOMS	1 900 CLASSROOMS	8 925 CLASSROOMS	SCI. LAB + PREP 1 100%	
0 750 CLASSROOMS	2 750 CLASSROOMS	0 750 CLASSROOMS	SPECIAL ED. 5,029 SF 100%	
9 4,245 SPECIAL EDUCATION	0 2,460 SPECIAL EDUCATION	9 4,245 SPECIAL EDUCATION	CONSTRAINTS	
3 925 SPECIAL EDUCATION	0 0 SPECIAL EDUCATION	3 925 SPECIAL EDUCATION	Continue Classroom with Building	
2 1,660 SCIENCE LAB	0 0 SCIENCE LAB	2 1,660 SCIENCE LAB	Redesign / Permit owner	
2 1,660 SCIENCE LAB	0 0 SCIENCE LAB	2 1,660 SCIENCE LAB	Additional Special Education	
1 2,500 COLLABORATION	0 0 COLLABORATION	1 2,500 COLLABORATION	Additional Special Education	
10,316.00 TOTAL ADD SQ. FT.		2,175.00 TOTAL LOST SQ. FT.	8,140.00 TOTAL SQ. FT.	
OPTION D *(New Media Center at Courtyard)* \$22.3m	SPACE(S) ADDED	SPACE(S) LOST	NET SPACE(S)	ADDITIONAL CONSIDERATIONS
sq. m / sq. ft. type	sq. m / sq. ft. type	sq. m / sq. ft. type	GOALS	
3 1,200 CLASSROOMS	0 1,200 CLASSROOMS	3 1,200 CLASSROOMS	CLASSROOMS 8 100%	
3 925 CLASSROOMS	0 925 CLASSROOMS	3 925 CLASSROOMS	SCI. LAB + PREP 1 100%	
7 4,728 SPECIAL EDUCATION	0 2,135 SPECIAL EDUCATION	7 4,728 SPECIAL EDUCATION	SPECIAL ED. 5,029 SF 14%	
2 1,660 SCIENCE LAB + PREP	0 0 SCIENCE LAB + PREP	2 1,660 SCIENCE LAB + PREP	CONSTRAINTS	
1 1,660 SCIENCE LAB + PREP	0 0 SCIENCE LAB + PREP	1 1,660 SCIENCE LAB + PREP	Continue Classroom with Building	
1 1,660 SCIENCE LAB + PREP	0 0 SCIENCE LAB + PREP	1 1,660 SCIENCE LAB + PREP	Redesign / Permit owner	
1 2,500 COLLABORATION	0 0 COLLABORATION	1 2,500 COLLABORATION	Additional Special Education	
1 2,500 COLLABORATION	0 0 COLLABORATION	1 2,500 COLLABORATION	Additional Special Education	
10,316.00 TOTAL ADD SQ. FT.		3,950.00 TOTAL LOST SQ. FT.	16,266.00 TOTAL SQ. FT.	
OPTION E *(New Media Center at Webster St Entry)* \$17.5m	SPACE(S) ADDED	SPACE(S) LOST	NET SPACE(S)	ADDITIONAL CONSIDERATIONS
sq. m / sq. ft. type	sq. m / sq. ft. type	sq. m / sq. ft. type	GOALS	
3 1,200 CLASSROOMS	0 1,200 CLASSROOMS	3 1,200 CLASSROOMS	CLASSROOMS 8 100%	
3 925 CLASSROOMS	0 925 CLASSROOMS	3 925 CLASSROOMS	SCI. LAB + PREP 1 100%	
2 800 CLASSROOMS	0 800 CLASSROOMS	2 800 CLASSROOMS	SPECIAL ED. 5,060 SF 75%	
2 750 CLASSROOMS	0 750 CLASSROOMS	2 750 CLASSROOMS	CONSTRAINTS	
11 10,500 SPECIAL EDUCATION	3 2,250 SPECIAL EDUCATION	8 8,250 SPECIAL EDUCATION	Continue Classroom with Building	
3 925 SPECIAL EDUCATION	0 0 SPECIAL EDUCATION	3 925 SPECIAL EDUCATION	Redesign / Permit owner	
3 4,530 SCIENCE LAB	0 0 SCIENCE LAB	3 4,530 SCIENCE LAB	Additional Special Education	
1 1,660 SCIENCE LAB	0 0 SCIENCE LAB	1 1,660 SCIENCE LAB	Additional Special Education	
10,316.00 TOTAL ADD SQ. FT.		5,060.00 TOTAL LOST SQ. FT.	15,376.00 TOTAL SQ. FT.	
OPTION F *(New Classroom Wing at Webster St Entry)* \$11.4m	SPACE(S) ADDED	SPACE(S) LOST	NET SPACE(S)	ADDITIONAL CONSIDERATIONS
sq. m / sq. ft. type	sq. m / sq. ft. type	sq. m / sq. ft. type	GOALS	
3 1,200 CLASSROOMS	0 1,200 CLASSROOMS	3 1,200 CLASSROOMS	CLASSROOMS 8 100%	
3 925 CLASSROOMS	0 925 CLASSROOMS	3 925 CLASSROOMS	SCI. LAB + PREP 1 100%	
0 725 CLASSROOMS	0 725 CLASSROOMS	0 725 CLASSROOMS	SPECIAL ED. 5,060 SF 100%	
9 4,245 SPECIAL EDUCATION	0 2,100 SPECIAL EDUCATION	9 4,245 SPECIAL EDUCATION	CONSTRAINTS	
3 925 SPECIAL EDUCATION	0 0 SPECIAL EDUCATION	3 925 SPECIAL EDUCATION	Continue Classroom with Building	
2 1,660 SCIENCE LAB	0 0 SCIENCE LAB	2 1,660 SCIENCE LAB	Redesign / Permit owner	
1 1,660 SCIENCE LAB	0 0 SCIENCE LAB	1 1,660 SCIENCE LAB	Additional Special Education	
1 2,500 COLLABORATION	0 0 COLLABORATION	1 2,500 COLLABORATION	Additional Special Education	
10,316.00 TOTAL ADD SQ. FT.		2,100.00 TOTAL LOST SQ. FT.	18,216.00 TOTAL SQ. FT.	

Comparative Matrix

	NET SPACE(S) ADDED:			NET SPACE(S) LOST:			NET SPACE(S):			ADDITIONAL CONSIDERATIONS	
	qty.	nsf size	type	qty.	nsf size	type	qty.	nsf size	type	CLASSROOMS	GOALS
OPTION F <i>(new Classroom Wing at Webster St. Entry)</i> \$11.4m	2	1,200	CLASSROOMS	0	1,200	CLASSROOMS	2	1,200	CLASSROOMS	8	100%
	7	925		1	925		6	925		SCI. + PREP	100%
	0	725		0	725		0	725		SPECIAL ED.	80%
	9	8,875		1	925		8	7,950	TOTAL CLIRMS	CONSTRAINTS	
	1	1,100		0	1,100		1	1,100		Construction impact to bus loop & parking	
	2	925	SPECIAL EDUCATION	0	925	SPECIAL EDUCATION	2	925	SPECIAL EDUCATION	Construction impact to building entrance	
	2	725		0	725		2	725			
	4	4,400		0	0		4	4,400	TOTAL SPECIAL ED.	OPPORTUNITIES	
	1	1,000	SCIENCE LAB	0	0	SCIENCE LAB	1	1,000	SCIENCE LAB	Improved Admin. Connection	
	1	1,000		0	0		1	1,000	TOTAL SCI. + PREP	Reduced impact during construction	
	2	800	COLLABORATION	0	0	COLLABORATION	2	800	COLLABORATION		
	1	1,600		0	0		1	1,600	TOTAL COLLABORATION		
	15,875.00 TOTAL ADD SQ. FT.			925.00 TOTAL LOST SQ. FT.			14,950.00 TOTAL SQ. FT.				

THANK YOU!

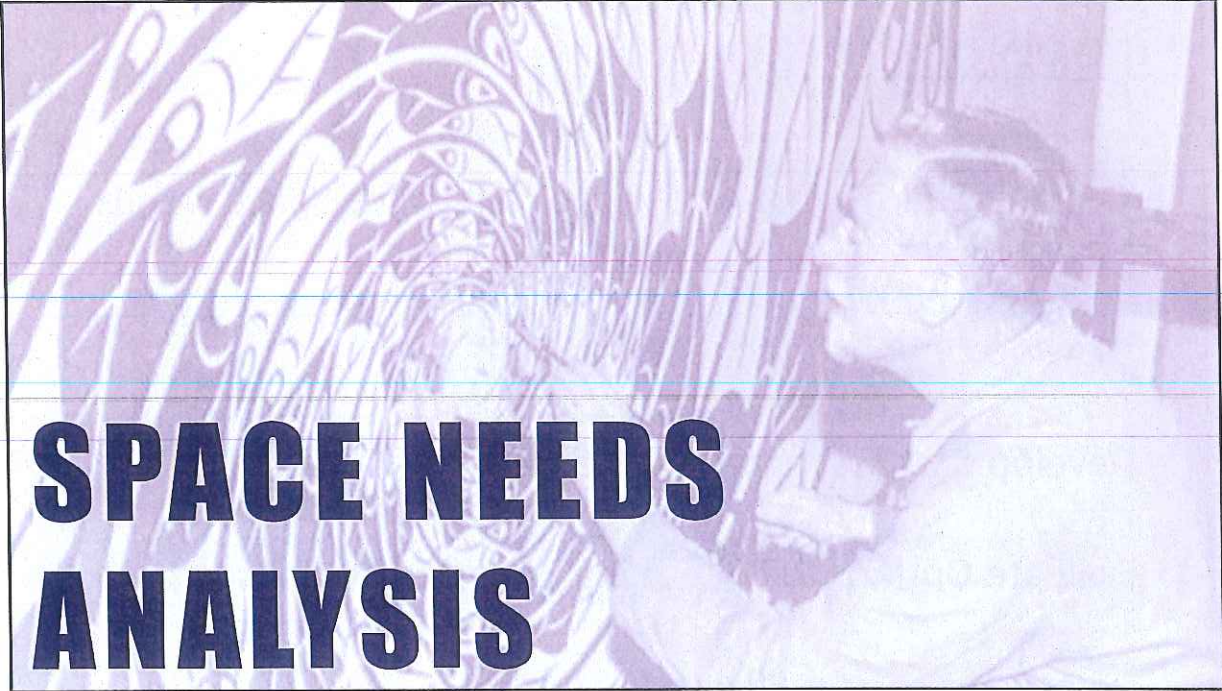


Scope of Work

- Conduct Educational Analysis to Determine Space Needs
Utilization, Schedule, Program & Existing Space
- Develop Options to Meet Needs
- Develop Cost Estimates of Options
- Evaluate Options to Determine Preferred Options

Agenda

- Space Needs Analysis
- Options
- Review of Cost Estimates
- Evaluation of Options

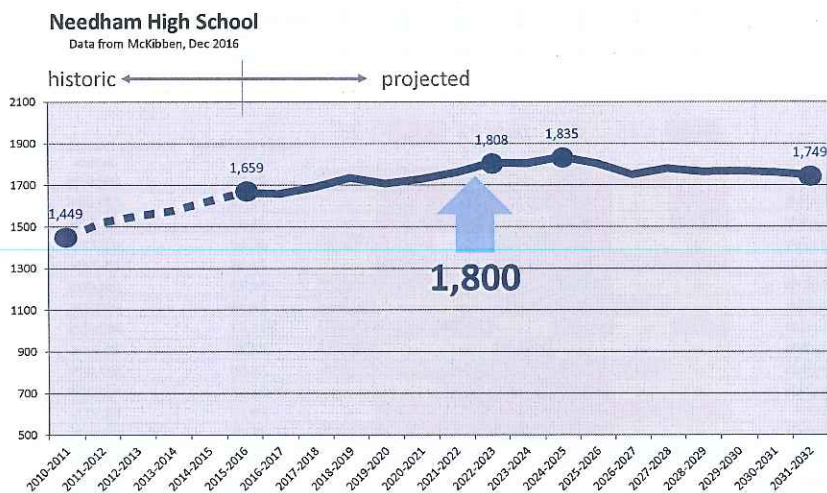


SPACE NEEDS ANALYSIS

Analytical Scope

- Review Enrollment Projections and Determine an Enrollment Target
- Review utilization, schedule, & program to determine if / how many additional classrooms are required to meet enrollment target

Enrollment Assumptions



Planning & Programming Tasks

- Develop an Understanding of Programs & Services
- Develop an Understanding of Schedule & Section Caps
- Interview Special Education Department
- Deep Dive – Analyze every space where instruction occurs
 - Utilization
 - Students Per Section
- Survey Faculty & Staff about Perceived Needs
- **Determine if Spatial Needs Exist Today**
- **Project Course Offerings and Schedule into the Future**
- **Determine if Spatial Needs Exist in the Future**

Number of Students Per Section : 2016-2017

Revised - 02.09.17

Room #	Course Title	Day							Total Minutes Per Cycle	Average Students Per Period	Calculated Utilization Rate by Periods		
		Period											
		1	2	3	4	5	6	7					
		Minutes, Monday - Thursday		90	90	80	50	50	90	90	2480		
		Minutes, Friday											
		≤ 16 16 to 22 ≥ 23											
701	General Classroom - English*	20	27	25	20	18	25	22	21.00	100.00%			
702	General Classroom - English	27	20	28	23	23	26	21	24.00	100.00%			
715	General Classroom - English	31	21	27	20	28	25	0	21.17	85.71%			
717	General Classroom - English	21	22	25	20	0	23	23	20.67	85.71%			
719	General Classroom - English	26	25	26	27	0	22	18	22.33	85.71%			
720	General Classroom - English	19	20	15	28	18	25	25	21.43	100.00%			
721	General Classroom - English	19	28	25	25	21	17	25	22.86	100.00%			
722	General Classroom - English	23	19	28	20	15	27	24	22.43	100.00%			
723	General Classroom - English	20	0	19	27	20	21	27	22.33	85.71%			
724	General Classroom - English	22	29	25	27	13	28	28	24.00	100.00%			
726	General Classroom - English	20	22	23	25	27	19	22	22.57	100.00%			
728	Interdisciplinary Room**	28	28	31	24	28	30	0	28.17	85.71%			
730	General Classroom - English	22	21	25	12	23	30	28	23.00	100.00%			
732	General Classroom - English	32	8	29	20	25	26	21	20.14	100.00%			
English Department Sub-totals									22.56	94.90%			

* Formerly Departmental Storage

** Accounted for as "Other" Teaching Station...Can be subdivided

Core Academic, Key Findings

Math, English, Social Studies and World Languages

Average Utilization Rate = **90%**

Average Students Per Section = **20.88**

Total Sections w/ Students ≥ 23 = **147** or **45%**

Total Sections w/ $16 \leq$ Students < 23 = **132** or **40%**

Total Sections w/ Students < 16 = **50** or **15%**

329 Sections @85% = 55 Classrooms, 52 Existing

Basic Information – Macro Scale

Existing 2016

Enroll: 1659
Building GSF: 285,000

General CRs: 52

Science Labs: 14

Art Studios: 8

Music CRs: 3

PE: 6*

Vo Tech: 2

Other: 3**

Total = 88 Stations

Needham 2024

Enroll: 1,800
Building GSF: TBD

General CRs: 60

Science Labs: 15

Art Studios: 8

Music CRs: 3

PE: 7

Vo Tech: 2

Other: 3

Total = 97 Stations

- **18.5 Students/ Teaching Station Average**
- **24 Students/ Teaching Station (Max Core Academic Courses)**
- **85% Utilization Rate max**

Basic Information – Macro Scale

Existing 2016

Enroll: 1659
 Building GSF: 285,000
 General CRs: 52
 Science Labs: 14
 Art Studios: 8
 Music CRs: 3
PE: 6*
 Vo Tech: 2
Other: 3**
 Total = 88 Stations



Needham 2024

Enroll: 1,800
 Building GSF: TBD
 General CRs: 60
 Science Labs: 15
 Art Studios: 8
 Music CRs: 3
PE: 7
 Vo Tech: 2
Other: 3
 Total = 98 Stations

- 18.5 Students/
Teaching Station
Average
- 24 Students/
Teaching Station
(Max Core Academic
Courses)
- 85% Utilization Rate
max

Solutions Toolkit

- More students per section on average
 - Educational decision to cap certain course offerings to best serve students
- Higher utilization per room
 - Core academic already over 90%
 - Improve utilization at fine & performing arts... might limit access to students and not attractive geographically
- Fewer sections to increase students per section
 - Might result in less access to students because of specialty conflicts
- Increase the number of classrooms

Space Summary Goals:

Core Academic Space Needs

- (6) 925 NSF Classrooms
- (2) 1,200 NSF Classrooms
- (1) 1,640 NSF Science Lab w/ Prep Area

(8+1) **Total: 7,940 NSF**

Special Education Space Needs

Classrooms, Life Skills, Small Group, Testing
Rooms 120 NSF – 750 NSF
Expanded Department Office Space

Total: 5,500 NSF

Collaboration Space(s)

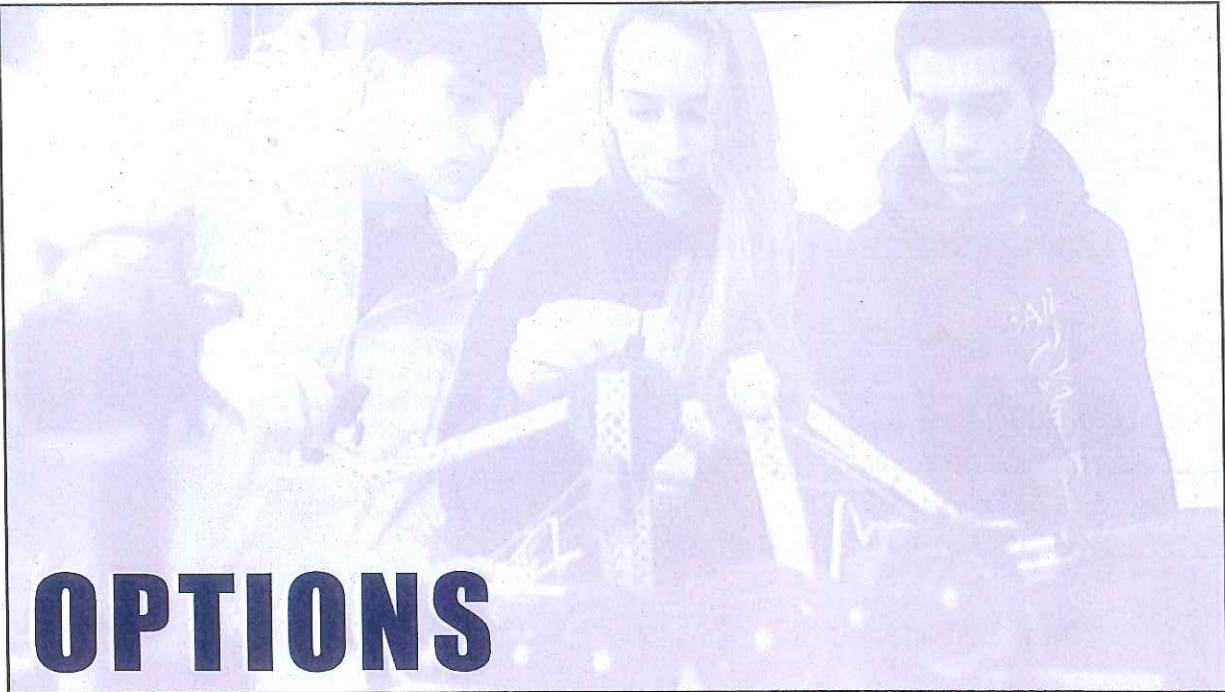
In addition to existing

- As Options Allow
- Some Noisy
- Some Quiet
- Some Open
- Some Closed
- Lots of vertical writing surface
- Access to Wifi
- Access to Digital Display
- Some Hard Furnishings
- Some Soft Furnishings
- Highly Mobile Furnishings
- Food Friendly

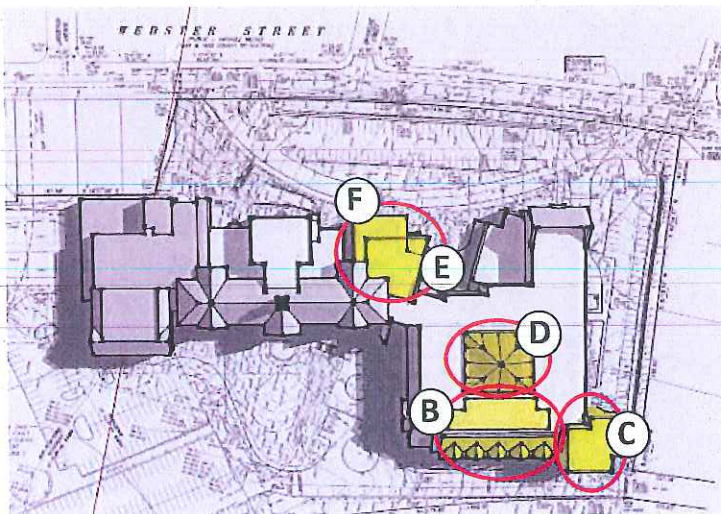
Core Academic, Enrollment Growth Without More Classrooms

Math, English, Social Studies and World Languages

Average Utilization Rate = 90%		97%
Average Students Per Section = 20.88		22.67
Total Sections w/ Students ≥ 23 = 147 or 45%		60%
Total Sections w/ $16 \leq$ Students < 23 = 132 or 40%		28%
Total Sections w/ Students < 16 = 50 or 15%		12%

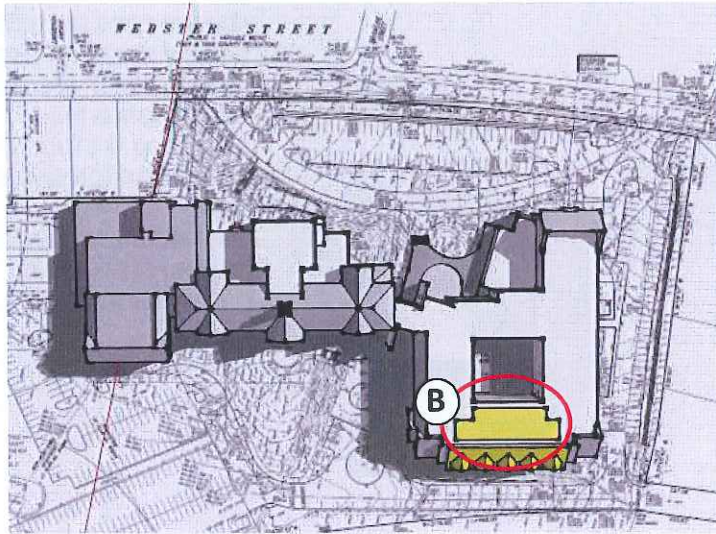


Updated Building Options



- (A) *No added classrooms*
- (B) Interior Renovation Only
- (C) Classroom addition at SW corner
- (D) Relocated Media Center at Courtyard
- (E) Relocated Media Center at Webster Street Entry Area
- (F) New Classroom Wing at Webster Street Entry

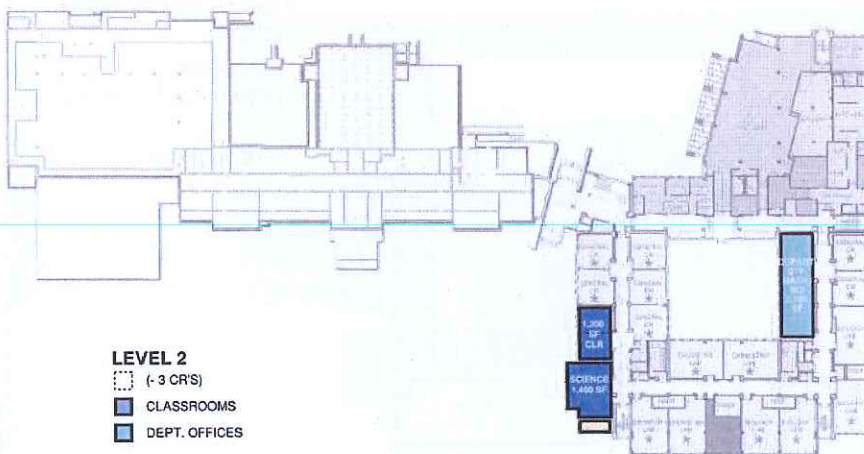
Building Option B



- B** Interior Renovations – new floor & roof structure at Level 4 for new Media Center plus new Classrooms at Level 3 (exst. Media Center area)

Building Option B

(*no change to Level 1)



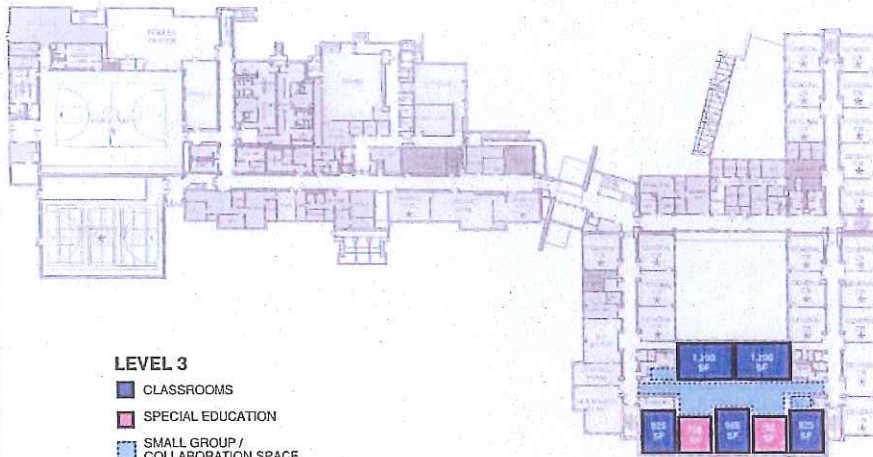
LEVEL 2: RE-PURPOSE DEPT. OFFICE SPACES & (3) EXST. CLRM'S

- + (1) NEW SCIENCE & PREP
- + (1) NEW 1,200 SF CLRM

- (3) 750 CLASSRMS
- REDUCED DEPARTMENTAL OFFICE SPACE

Building Option B

LEVEL 3: RE-PURPOSE EXST. LIBRARY VOLUME



- + (2) NEW 1,200 SF CLRM's
- + (3) NEW 925 SF +/- CLRM's
- + (2) NEW 750 SF SPECIAL EDUCATION CLRM's
- + NEW 2,500 SF STUDENT COLLABORATION SPACE

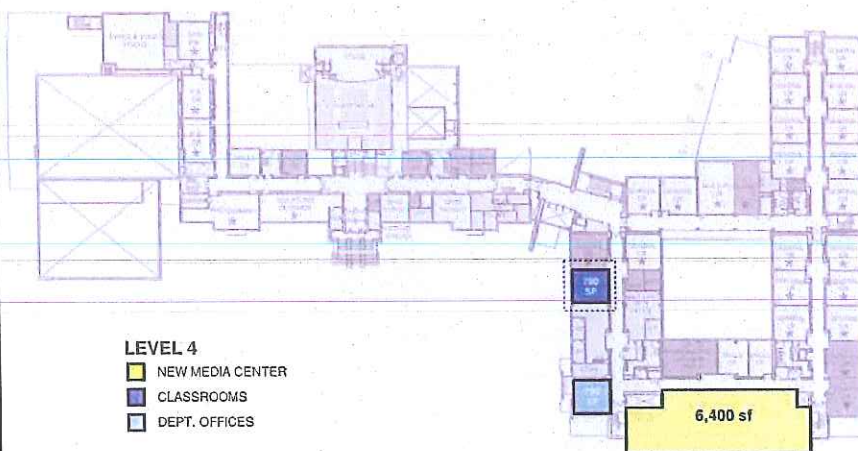
- EXISTING MEDIA CENTER
- (2) CONFERENCE RMS
- (1) WORKROOM

LEVEL 3

- CLASSROOMS
- SPECIAL EDUCATION
- SMALL GROUP / COLLABORATION SPACE

Building Option B

LEVEL 4: RE-LOCATED MEDIA CTR.



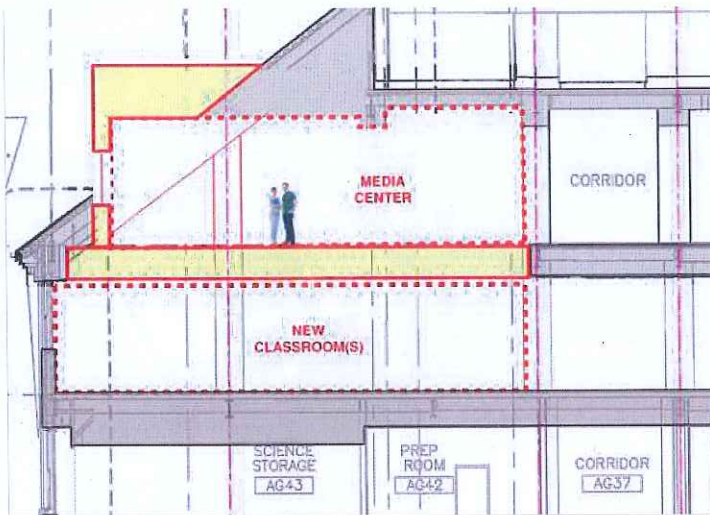
- + (1) 750 SF CLRM
- + NEW 6,400 SF MEDIA CENTER
- + ADDITION TO DEPARTMENT OFFICE

- STORAGE RM

LEVEL 4

- NEW MEDIA CENTER
- CLASSROOMS
- DEPT. OFFICES

Building Option B



Building Option B

Net gain:

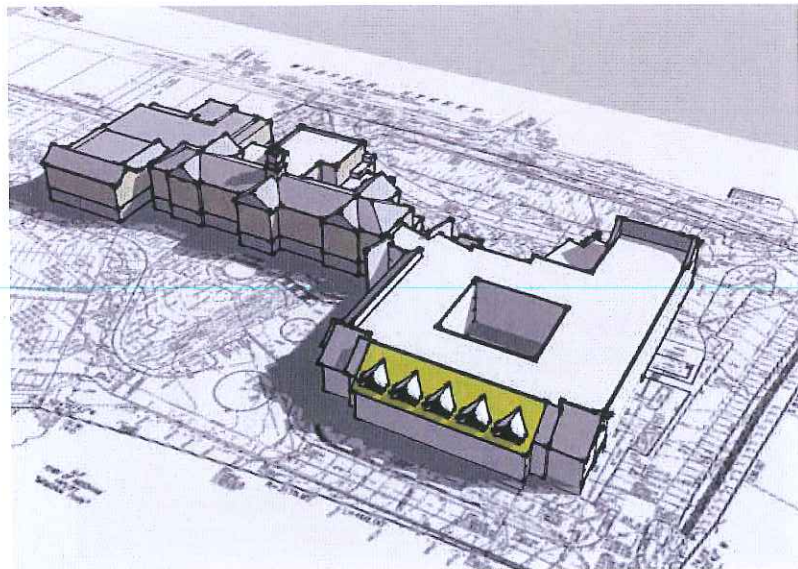
- (1) Science Lab + Prep

- (4) Classrooms

GAINS	LOSSES
+ 3 @ 1,200 sf	- 3 @ 725 sf
+ 3 @ 925 sf	
+ 1 @ 750 sf	

- (2) Special Ed. Classrooms

GAINS	LOSSES
+ 2 @ 750 sf	none



GABLE END DORMERS

Building Option B

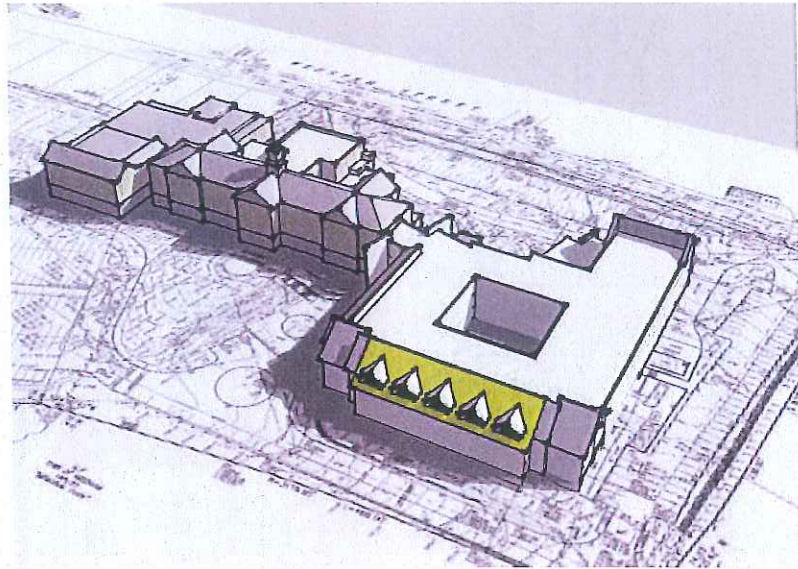
+/- 8 – 12 months duration

Constraints:

- Invasive construction
- Media Center reduced size
- Reduced Departmental Offices

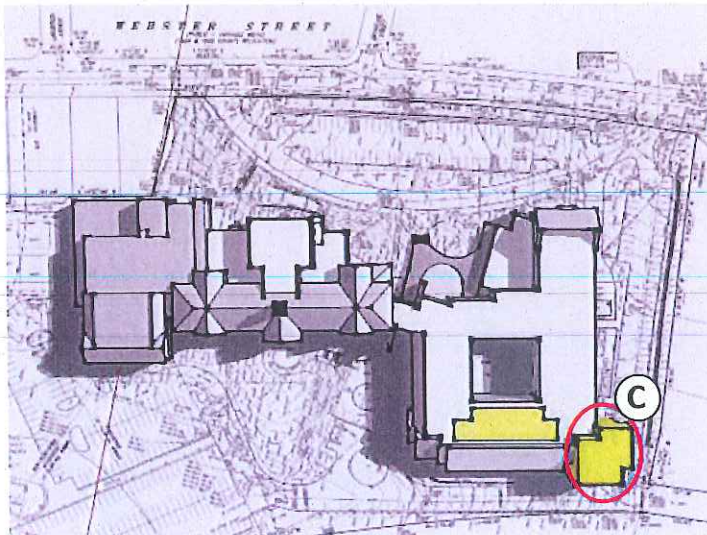
Opportunities:

- Renovations Only



GABLE END DORMERS

Building Option C (revised)



- Ⓒ Classroom addition at SW Corner of Building

Building Option C

LEVEL 1: RE-PURPOSE (1) GENERAL CLASSROOM

+ (2) NEW SCIENCE & PREP
+ APRX. 1,000 SF
COLLABORATION SPACE

- (1) CLASSROOMS

LEVEL 1

- (- 1) CR
- +2 SCIENCE CR
- +1 SCIENCE PREP
- +1 COLL. / OPEN SPACE
- CIRCULATION
- SITE PAVING WORK



Building Option C

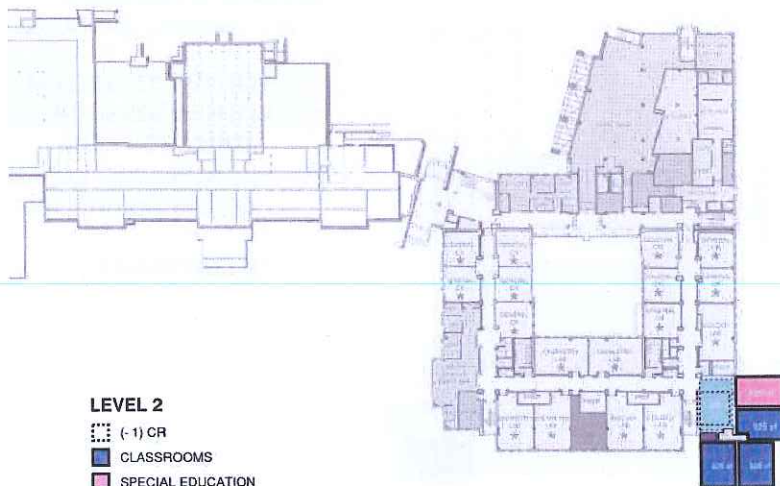
LEVEL 2: RE-PURPOSE (1) SCIENCE CLASSROOM

+ (3) NEW 925 SF CLRM
+ (1) NEW 925 SF SPECIAL
EDUCATION CLRM
+ (1) NEW APRX. 1,000 SF
COLLABORATION SPACE

- (1) SCIENCE ROOM

LEVEL 2

- (- 1) CR
- CLASSROOMS
- SPECIAL EDUCATION
- COLL. / OPEN SPACE
- STORAGE SPACE
- CIRCULATION



Building Option C

Net gain:

- (1) Science + Prep

GAINS	LOSSES
+ 2 @ 1,640 sf	- 1 @ 1440 sf

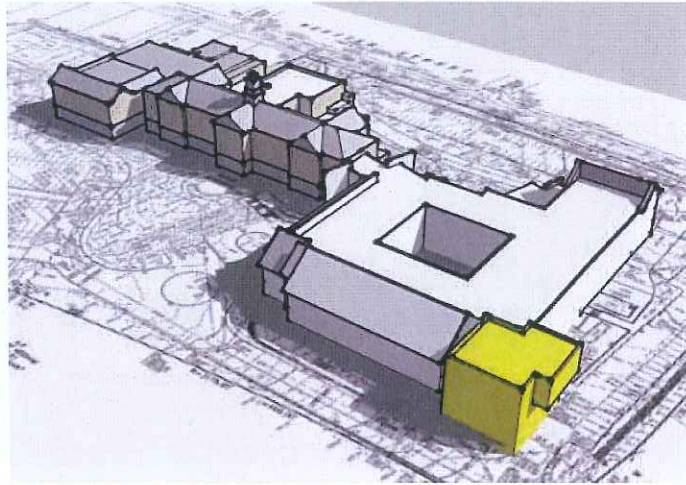
- (6) Classrooms

GAINS	LOSSES
+ 9 @ 925 sf	- 1 @ 900 sf
	- 2 @ 750 sf

- (3) Special Ed. Classrooms

GAINS	LOSSES
+ 3 @ 925 sf	none

- (4) Collaboration Spaces



Building Option C

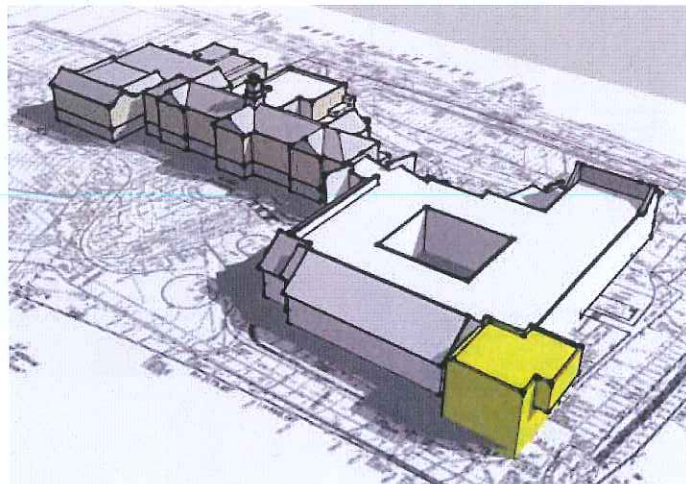
+/- 12 – 16 months Duration

Constraints:

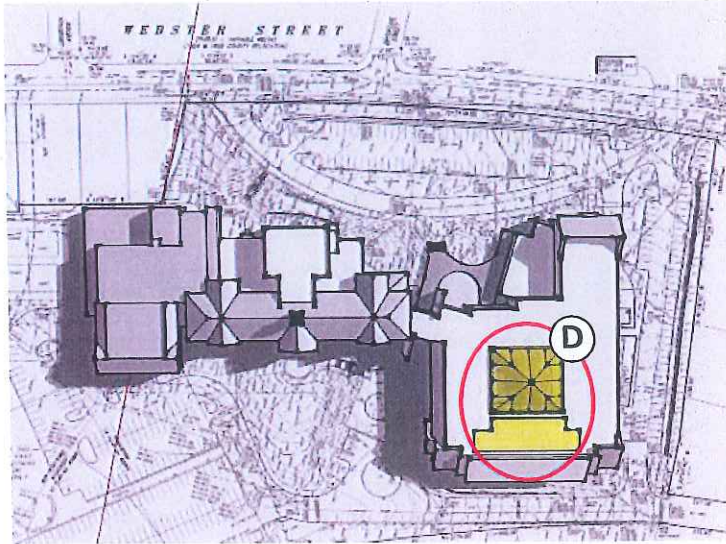
- Temporary Classrooms Required
- Impact to Adjacent Classrooms
- Parking / Circulation impact

Opportunities:

- Single Phase



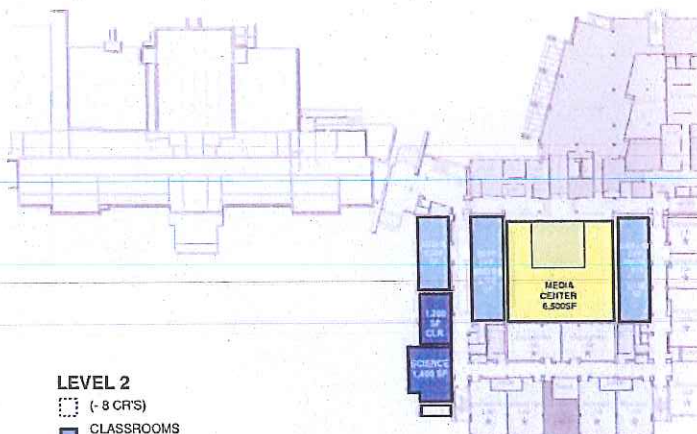
Building Option D



- Ⓓ Relocated Media Center
at Courtyard

Building Option D

(*no change to Level 1)



LEVEL 2

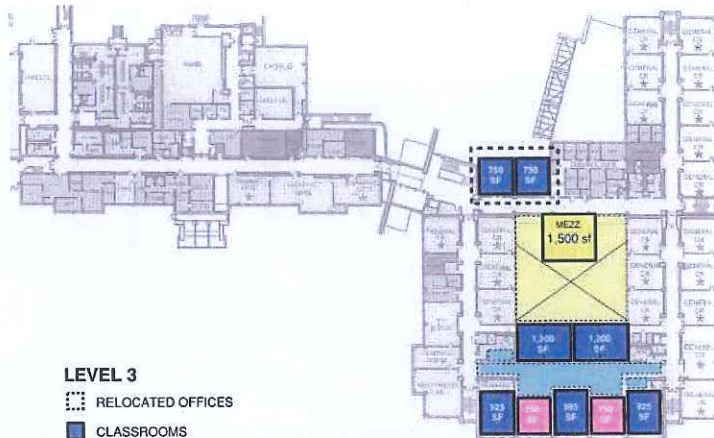
- ⬜ (- 8 CR'S)
- CLASSROOMS
- DEPT. OFFICES, ADMIN.
- GUIDANCE
- MEDIA CENTER

LEVEL 2: DEMO (8) CR's
TO CREATE (3) OFFICE
SUITES

- + (1) NEW 6,500 SF MEDIA
CENTER
- + (1) NEW SCIENCE & PREP
- + (1) NEW 1,200 SF CLRM
- + 1500 SF ADMIN SPACE

- (8) CLASSROOMS
- REDUCED DEPARTMENT
OFFICE SPACE

Building Option D



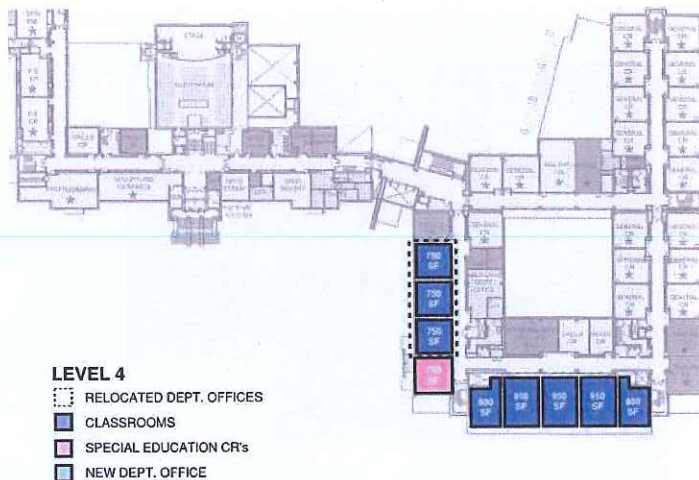
LEVEL 3

- RELOCATED OFFICES
- CLASSROOMS
- SPECIAL EDUCATION CR's
- SMALL GROUP / COLLABORATION SPACE

LEVEL 3: RELOCATE ADMIN TO LEVEL 2

- + (2) 750 SF CL RMS
- + (2) 1200 SF CL RMS
- + (3) 925 SF CL RMS
- + (2) 750 SF SPECIAL ED. CLASSROOMS
- + 1500 SF MEDIA CENTER
- + 2500 SF COLLABORATION SPACE
- 1500 SF ADMIN
- EXISTING MEDIA CENTER
- (2) CONFERENCE RMS
- (1) WORKROOM

Building Option D



LEVEL 4

- RELOCATED DEPT. OFFICES
- CLASSROOMS
- SPECIAL EDUCATION CR's
- NEW DEPT. OFFICE

LEVEL 4: RENOVATED ROOF, NEW FLOOR STRUCTURE

- + (3) 750 SF CLASSROOMS
- + (2) 800 SF CLASSROOMS
- + (3) 950 SF CLASSROOMS
- + (1) 750 SF SPECIAL ED. CLASSROOM
- REDUCED DEPARTMENT OFFICE SPACE
- STORAGE

Building Option D

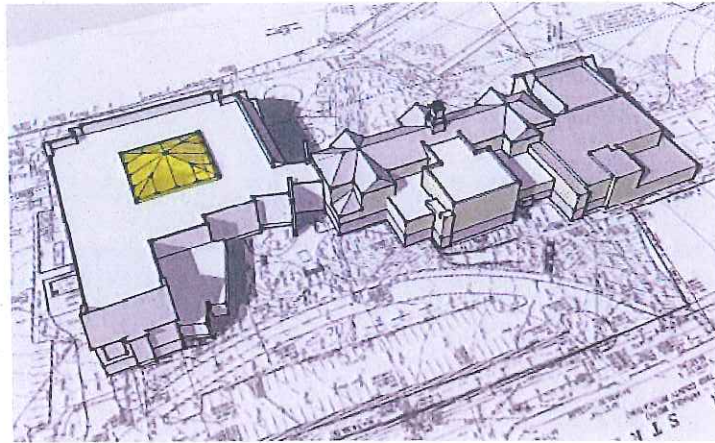
Net gain:

- **(1) Science + Prep**

GAINS	LOSSES
+ 1 @ 1,640 sf	none
- **(8) Classrooms**

GAINS	LOSSES
+ 5 @ 750 sf	- 8 @ 750 sf
+ 2 @ 800 sf	
+ 6 @ 950 sf	
+ 3 @ 1200 sf	
- **(3) Special Ed. Classrooms**

GAINS	LOSSES
+ 3 @ 750 sf	none
- **(1) Collaboration Spaces**



Building Option D

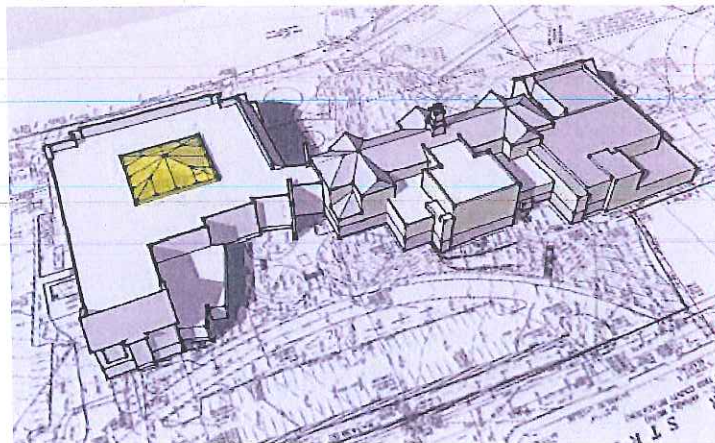
+/- 14- 18 months Duration

Constraints:

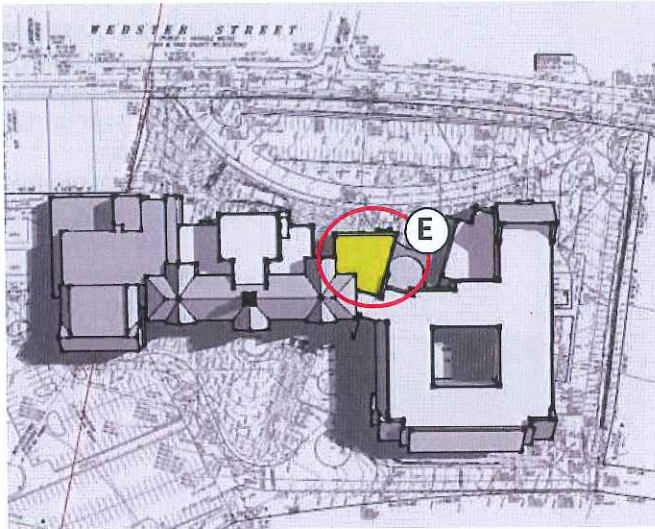
- Multiple areas impacted
- Multiple phases necessary
- Construction Access
- Reduced size Media Center
- Reduced Departmental Offices

Opportunities:

- Create Central Media Center
- Classrooms in Core Area



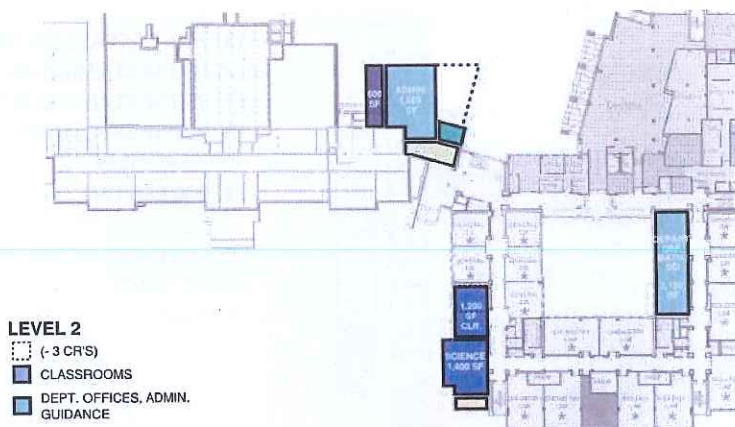
Building Option E



E Relocated Media Center
at Webster Street Entry
Area

Building Option E

(*no change to Level 1)



**LEVEL 2: DEMO (3) CR's FOR
(1) DEPT. OFFICE SUITE**

+ (1) 1200 SF CLASSROOM
+ (1) SCIENCE + PREP
+ 1800 SF ADMIN SPACE
+ STORAGE

- (3) 750 SF CLASSROOMS
- REDUCED DEPARTMENT
OFFICE SPACE

Building Option E

Net gain:

- **(1) Science + Prep**

GAINS	LOSSES
+ 1 @ 1,440 sf	none

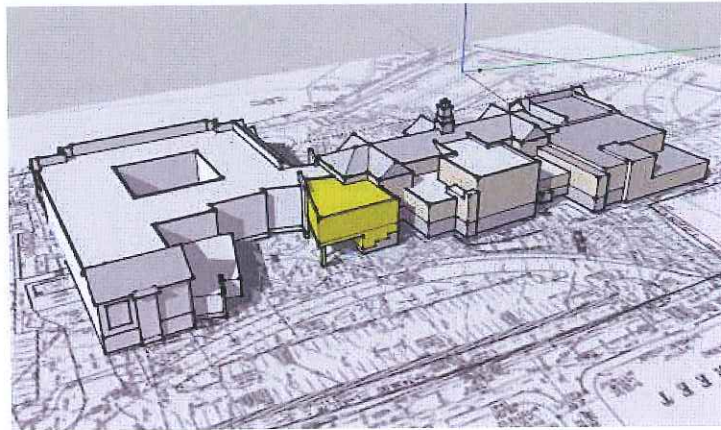
- **(8) Classrooms**

GAINS	LOSSES
+ 2 @ 750 sf	- 3 @ 750 sf
+ 2 @ 800 sf	
+ 4 @ 950 sf	
+ 3 @ 1200 sf	

- **(5) Special Ed. Classrooms**

GAINS	LOSSES
+ 3 @ 750 sf	none
+ 2 @ 950 SF	

- **(1) Collaboration Spaces**



Building Option E

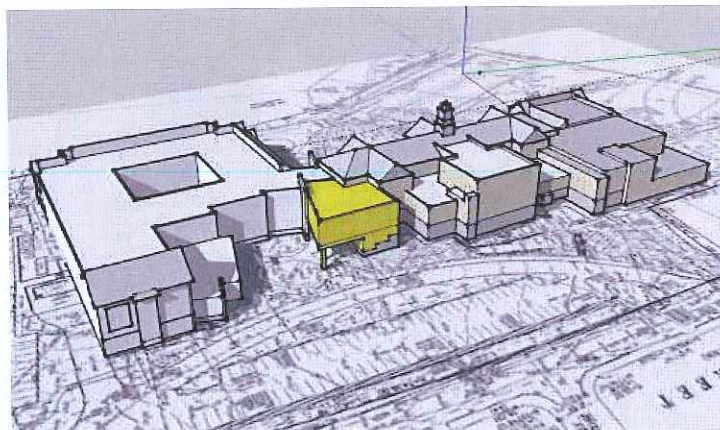
+/- 20 – 24 months Duration

Constraints:

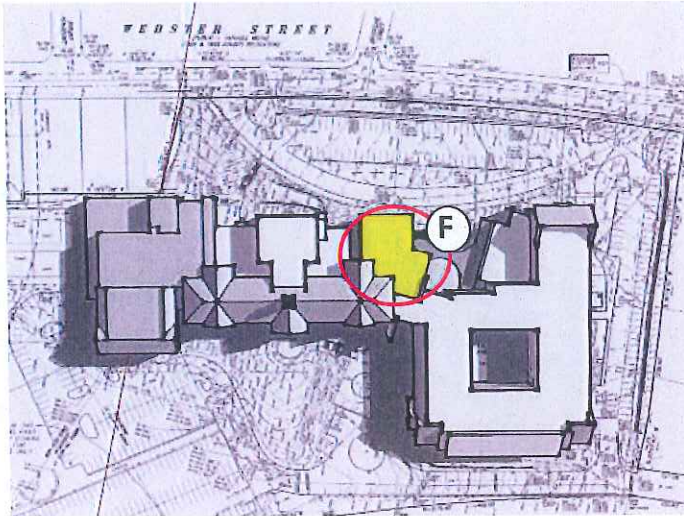
- Multiple areas impacted
- Multiple phases necessary
- Construction Access / Impact

Opportunities:

- Properly sized Media Center
- New Classrooms located in core academic area



Building Option F



F New Classroom Wing at Webster Street Entry

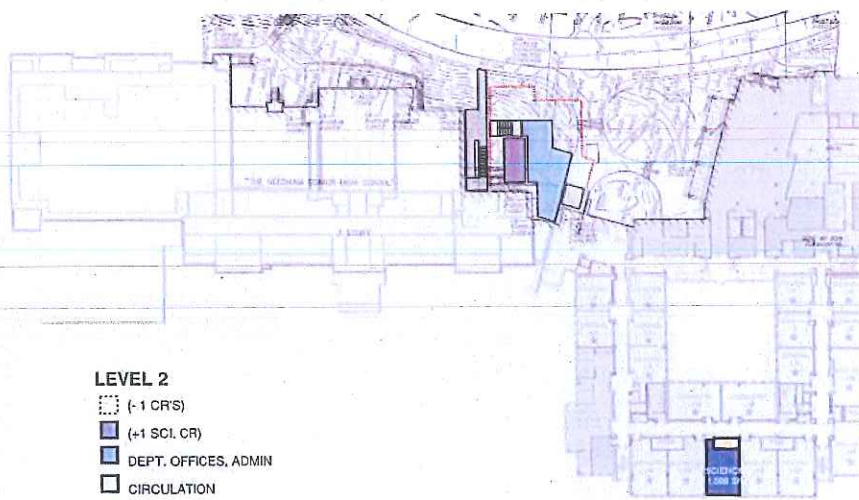
Building Option F

(*no change to Level 1)

LEVEL 2:

+ (1) SCIENCE + PREP
+ 1500 SF ADMIN
+ STORAGE

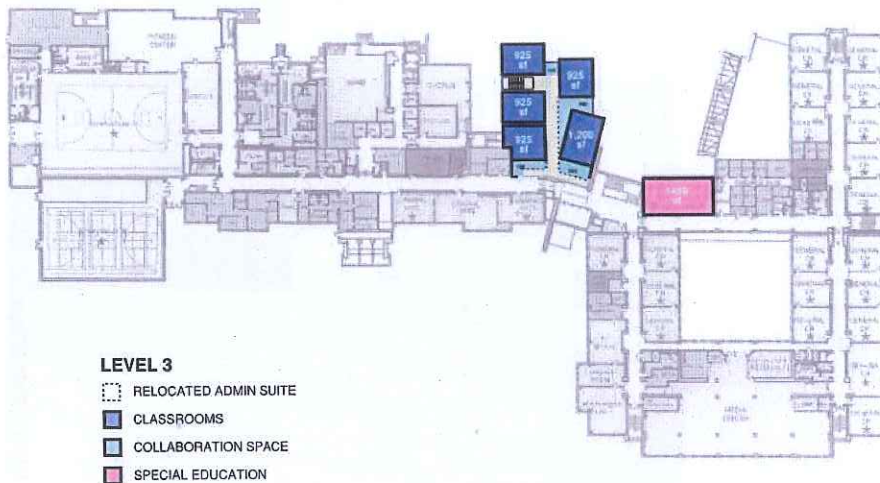
- SMALL SCIENCE + PREP



LEVEL 2

- (-1 CR'S)
- (+1 SCI. CR)
- DEPT. OFFICES, ADMIN
- CIRCULATION
- STORAGE

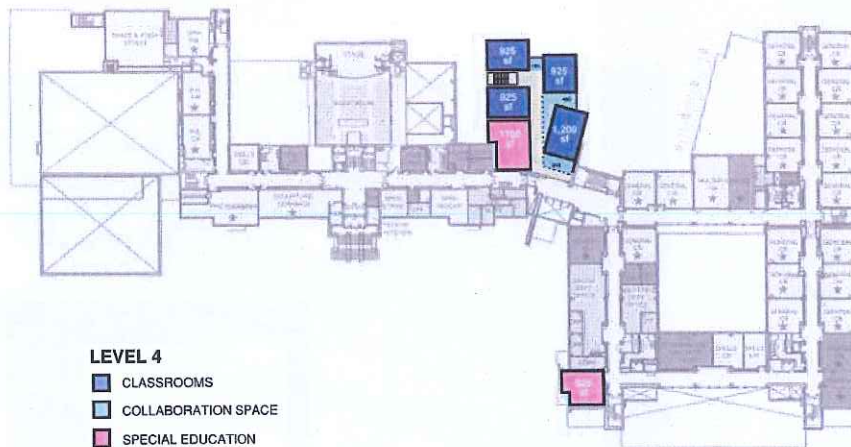
Building Option F



LEVEL 3:

- + (4) 925 SF CLRMS
- + (1) 1,200 SF CLRM
- + (1) 1450 SF SPECIAL ED. CLRMS
- + STUDENT COLLABORATION
- 1500 SF ADMIN OFFICE

Building Option F



LEVEL 4:

- + (3) 925 SF CLSSRMS
- + (1) 1,200 SF CLRM
- + (1) 925 SF SPECIAL ED. CLASSROOM
- + (1) 1100 SF SPECIAL ED. CLASSROOM
- + STUDENT COLLABORATION
- STORAGE SPACE

Building Option F

Net gain:

- (1) Science + Prep

GAINS

+1 @ 1000 sf

LOSSES

none

- (8) Classrooms

GAINS

+4 @ 925 sf

+2 @ 1200 sf

LOSSES

-1 @ 925

- (4) Special Ed. Classrooms

GAINS

+2 @ 725 sf

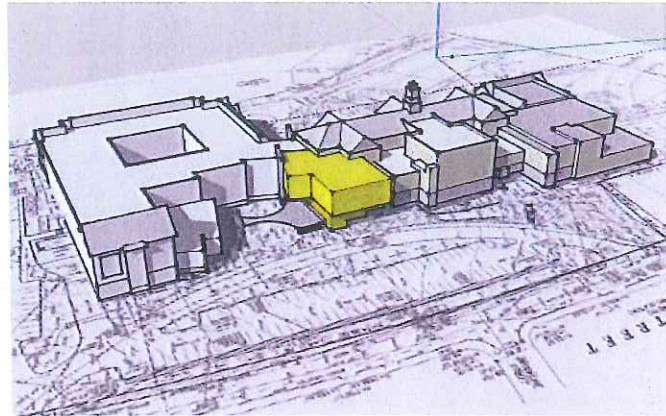
+2 @ 925 sf

+1 @ 1100 sf

LOSSES

none

- (2) Collaboration Spaces



Building Option F

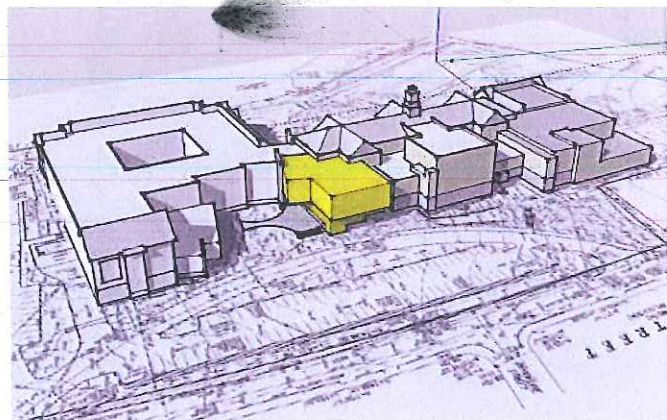
+/- 12 – 14 months Duration

Constraints:

- Construction Access
- Bus drop-off area & Entrance Impact

Opportunities:

- Library remains as-is
- Improved Admin Connection
- Low impact to existing during construction



Comparative Matrix

OPTION B	NET SPACE(S) ADDED:			NET SPACE(S) LOST:			NET SPACE(S):			ADDITIONAL CONSIDERATIONS		
	qty.	nsf size	type	qty.	nsf size	type	qty.	nsf size	type	GOALS		
\$15.6m	2	1,200	CLASSROOMS	0	1,200	CLASSROOMS	2	1,200	CLASSROOMS	CLASSROOMS	8	100%
	7	925		1	925		6	925		SCL + PREP	1	100%
	0	725		0	725		0	725		SPECIAL ED.	5,500 SF	80%
	9	8,875		1	925		8	7,950		TOTAL CLIRMS		
	1	1,100	SPECIAL EDUCATION	0	1,100	SPECIAL EDUCATION	1	1,100	SPECIAL EDUCATION	CONSTRAINTS		
	2	925		0	925		2	925		Construction impact to bus loop & parking		
	2	725		0	725		2	725		Construction impact to building entrance		
	4	4,400		0	0		4	4,400		TOTAL SPECIAL ED.		
	1	1,000	SCIENCE LAB	0	0	SCIENCE LAB	1	1,000	SCIENCE LAB	OPPORTUNITIES		
	1	1,000		0	0		1	1,000		Improved Admin. Connection		
	2	800		0	0		2	800		Reduced impact during construction		
	1	1,600		0	0		1	1,600		TOTAL COLLABORATION		
	15,875.00	TOTAL ADD SQ. FT.		925.00	TOTAL LOST SQ. FT.		14,950.00	TOTAL SQ. FT.				

OPTION C	NET SPACE(S) ADDED:			NET SPACE(S) LOST:			NET SPACE(S):			ADDITIONAL CONSIDERATIONS		
	qty.	nsf size	type	qty.	nsf size	type	qty.	nsf size	type	GOALS		
\$2.3m	1	1,100	CLASSROOMS	0	1,100	CLASSROOMS	1	1,100	CLASSROOMS	CLASSROOMS	8	100%
	2	925		1	925		1	925		SCL + PREP	1	100%
	0	725		0	725		0	725		SPECIAL ED.	5,500 SF	80%
	9	8,875		1	925		8	7,950		TOTAL CLIRMS		
	1	1,100	SPECIAL EDUCATION	0	1,100	SPECIAL EDUCATION	1	1,100	SPECIAL EDUCATION	CONSTRAINTS		
	2	925		0	925		2	925		Construction impact to bus loop & parking		
	2	725		0	725		2	725		Construction impact to building entrance		
	4	4,400		0	0		4	4,400		TOTAL SPECIAL ED.		
	1	1,000	SCIENCE LAB	0	0	SCIENCE LAB	1	1,000	SCIENCE LAB	OPPORTUNITIES		
	1	1,000		0	0		1	1,000		Improved Admin. Connection		
	2	800		0	0		2	800		Reduced impact during construction		
	1	1,600		0	0		1	1,600		TOTAL COLLABORATION		
	15,875.00	TOTAL ADD SQ. FT.		925.00	TOTAL LOST SQ. FT.		14,950.00	TOTAL SQ. FT.				

OPTION D	NET SPACE(S) ADDED:			NET SPACE(S) LOST:			NET SPACE(S):			ADDITIONAL CONSIDERATIONS		
	qty.	nsf size	type	qty.	nsf size	type	qty.	nsf size	type	GOALS		
\$22.3m	2	1,200	CLASSROOMS	0	1,200	CLASSROOMS	2	1,200	CLASSROOMS	CLASSROOMS	8	100%
	7	925		1	925		6	925		SCL + PREP	1	100%
	0	725		0	725		0	725		SPECIAL ED.	5,500 SF	80%
	9	8,875		1	925		8	7,950		TOTAL CLIRMS		
	1	1,100	SPECIAL EDUCATION	0	1,100	SPECIAL EDUCATION	1	1,100	SPECIAL EDUCATION	CONSTRAINTS		
	2	925		0	925		2	925		Construction impact to bus loop & parking		
	2	725		0	725		2	725		Construction impact to building entrance		
	4	4,400		0	0		4	4,400		TOTAL SPECIAL ED.		
	1	1,000	SCIENCE LAB	0	0	SCIENCE LAB	1	1,000	SCIENCE LAB	OPPORTUNITIES		
	1	1,000		0	0		1	1,000		Improved Admin. Connection		
	2	800		0	0		2	800		Reduced impact during construction		
	1	1,600		0	0		1	1,600		TOTAL COLLABORATION		
	15,875.00	TOTAL ADD SQ. FT.		925.00	TOTAL LOST SQ. FT.		14,950.00	TOTAL SQ. FT.				

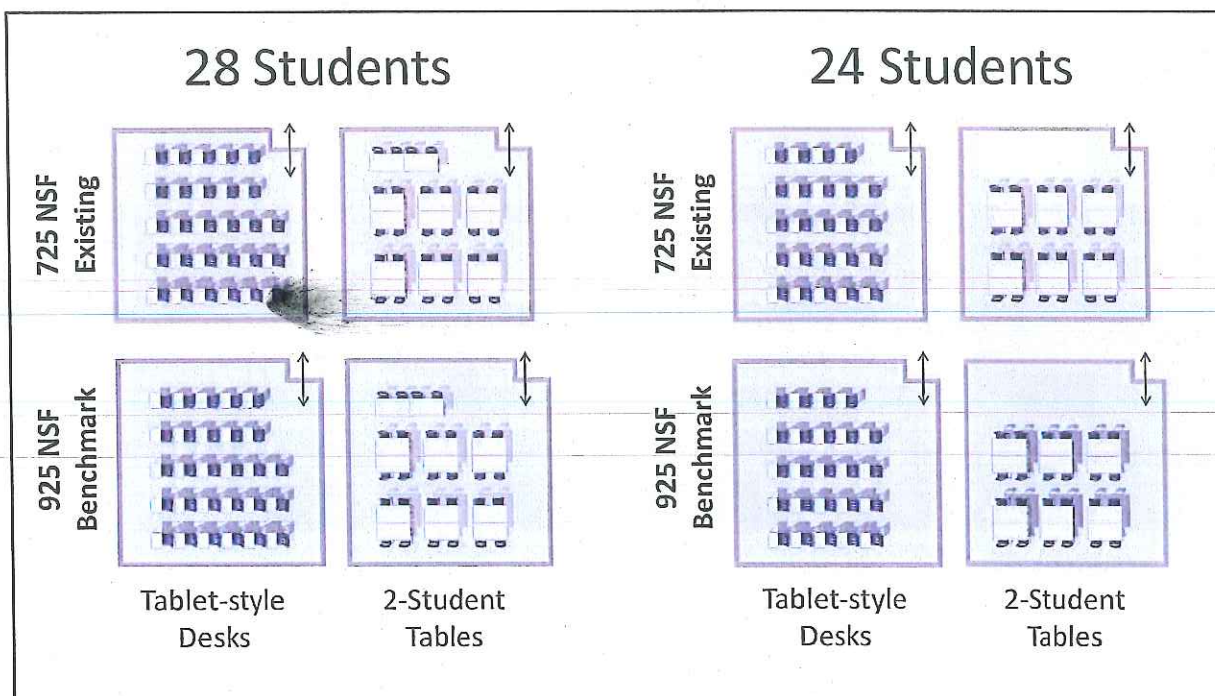
OPTION E	NET SPACE(S) ADDED:			NET SPACE(S) LOST:			NET SPACE(S):			ADDITIONAL CONSIDERATIONS		
	qty.	nsf size	type	qty.	nsf size	type	qty.	nsf size	type	GOALS		
\$17.3m	2	1,200	CLASSROOMS	0	1,200	CLASSROOMS	2	1,200	CLASSROOMS	CLASSROOMS	8	100%
	7	925		1	925		6	925		SCL + PREP	1	100%
	0	725		0	725		0	725		SPECIAL ED.	5,500 SF	80%
	9	8,875		1	925		8	7,950		TOTAL CLIRMS		
	1	1,100	SPECIAL EDUCATION	0	1,100	SPECIAL EDUCATION	1	1,100	SPECIAL EDUCATION	CONSTRAINTS		
	2	925		0	925		2	925		Construction impact to bus loop & parking		
	2	725		0	725		2	725		Construction impact to building entrance		
	4	4,400		0	0		4	4,400		TOTAL SPECIAL ED.		
	1	1,000	SCIENCE LAB	0	0	SCIENCE LAB	1	1,000	SCIENCE LAB	OPPORTUNITIES		
	1	1,000		0	0		1	1,000		Improved Admin. Connection		
	2	800		0	0		2	800		Reduced impact during construction		
	1	1,600		0	0		1	1,600		TOTAL COLLABORATION		
	15,875.00	TOTAL ADD SQ. FT.		925.00	TOTAL LOST SQ. FT.		14,950.00	TOTAL SQ. FT.				

OPTION F	NET SPACE(S) ADDED:			NET SPACE(S) LOST:			NET SPACE(S):			ADDITIONAL CONSIDERATIONS		
	qty.	nsf size	type	qty.	nsf size	type	qty.	nsf size	type	GOALS		
\$14.4m	2	1,200	CLASSROOMS	0	1,200	CLASSROOMS	2	1,200	CLASSROOMS	CLASSROOMS	8	100%
	7	925		1	925		6	925		SCL + PREP	1	100%
	0	725		0	725		0	725		SPECIAL ED.	5,500 SF	80%
	9	8,875		1	925		8	7,950		TOTAL CLIRMS		
	1	1,100	SPECIAL EDUCATION	0	1,100	SPECIAL EDUCATION	1	1,100	SPECIAL EDUCATION	CONSTRAINTS		
	2	925		0	925		2	925		Construction impact to bus loop & parking		
	2	725		0	725		2	725		Construction impact to building entrance		
	4	4,400		0	0		4	4,400		TOTAL SPECIAL ED.		
	1	1,000	SCIENCE LAB	0	0	SCIENCE LAB	1	1,000	SCIENCE LAB	OPPORTUNITIES		
	1	1,000		0	0		1	1,000		Improved Admin. Connection		
	2	800		0	0		2	800		Reduced impact during construction		
	1	1,600		0	0		1	1,600		TOTAL COLLABORATION		
	15,875.00	TOTAL ADD SQ. FT.		925.00	TOTAL LOST SQ. FT.		14,950.00	TOTAL SQ. FT.				

Comparative Matrix

OPTION F (new Classroom Wing at Webster St. Entry) \$11.4m	NET SPACE(S) ADDED:			NET SPACE(S) LOST:			NET SPACE(S):			ADDITIONAL CONSIDERATIONS		
	qty.	nsf size	type	qty.	nsf size	type	qty.	nsf size	type	GOALS		
	2	1,200	CLASSROOMS	0	1,200	CLASSROOMS	2	1,200	CLASSROOMS	CLASSROOMS	8	100%
	7	925		1	925		6	925		SCL. + PREP	1	100%
	0	725		0	725		0	725		SPECIAL ED.	5,500 SF	80%
	9	8,875		1	925		8	7,950	TOTAL CLIRMS	CONSTRAINTS		
	1	1,100	SPECIAL EDUCATION	0	1,100	SPECIAL EDUCATION	1	1,100	SPECIAL EDUCATION	Construction impact to bus loop & parking		
	2	925		0	925		2	925		Construction impact to building entrance		
	2	725		0	725		2	725				
	4	4,400		0	0		4	4,400	TOTAL SPECIAL ED.	OPPORTUNITIES		
	1	1,000	SCIENCE LAB	0	0	SCIENCE LAB	1	1,000	SCIENCE LAB	Improved Admin. Connection		
	1	1,000		0	0		1	1,000	TOTAL SCL. + PREP	Reduced impact during construction		
	2	800	COLLABORATION	0	0	COLLABORATION	2	800	COLLABORATION			
	1	1,600		0	0		1	1,600	TOTAL COLLABORATION			
15,875.00 TOTAL ADD SQ. FT.			925.00 TOTAL LOST SQ. FT.			14,950.00 TOTAL SQ. FT.						

THANK YOU!



OPTION B

(internal renovations at Media Center area(s) only)

\$8.6m

SPACE(S) ADDED:			SPACE(S) LOST:			NET SPACE(S):		
qty.	nsf size	type	qty.	nsf size	type	qty.	nsf size	type
3	1,200	CLASSROOMS	0	1,200	CLASSROOMS	3	1,200	CLASSROOMS
3	925		0	925		3	925	
1	750		3	725		-2	725-750	
7	4,728		3	2,175		4	2,553	TOTAL CLIRMS
2	750	SPECIAL EDUCATION	0	0	SPECIAL EDUCATION	2	750	SPECIAL EDUCATION
2	1,500		0	0		2	1,500	TOTAL SPECIAL ED.
1	1,640	SCIENCE LAB + PREP	0	0	SCIENCE LAB + PREP	1	1,640	SCIENCE LAB + PREP
1	1,640		0	0		1	1,640	TOTAL SCI. + PREP
1	2,500	COLLABORATION	0	0	COLLABORATION	1	2,500	COLLABORATION
1	2,500		0	0		1	2,500	TOTAL COLLABORATION
10,368.00 TOTAL ADD SQ. FT.			2,175.00 TOTAL LOST SQ. FT.			8,193.00 TOTAL SQ. FT.		

ADDITIONAL CONSIDERATIONS		
GOALS		
CLASSROOMS	8	50%
SCI. + PREP	1	100%
SPECIAL ED.	5,500 SF	27%
CONSTRAINTS		
Extensive Construction w/in Building		
Reduced / Remote Media Center		
Reduced Department Office		
OPPORTUNITIES		
Renovations Only		

OPTION C

(Corner addition at SW corner)

\$9.8m

SPACE(S) ADDED:			SPACE(S) LOST:			NET SPACE(S):		
qty.	nsf size	type	qty.	nsf size	type	qty.	nsf size	type
0	1,200	CLASSROOMS	0	1,200	CLASSROOMS	0	1,200	CLASSROOMS
9	925		1	900		8	925-900	
0	750		2	750		-2	750	
9	8,325		3	2,400		6	5,925	TOTAL CLIRMS
3	925	SPECIAL EDUCATION	0		SPECIAL EDUCATION	3	925	SPECIAL EDUCATION
3	2,775		0	0		3	2,775	TOTAL SPECIAL ED.
2	1,540	SCIENCE LAB	1	1,440	SCIENCE LAB	1	1,640	SCIENCE LAB + PREP
2	3,080		1	1,440		1	1,640	TOTAL SCI. + PREP
4	1,000	COLLABORATION	0	0	COLLABORATION	4	1,000	COLLABORATION
4	4,000		0	0		4	4,000	TOTAL COLLABORATION
18,180.00 TOTAL ADD SQ. FT.			3,840.00 TOTAL LOST SQ. FT.			14,340.00 TOTAL SQ. FT.		

ADDITIONAL CONSIDERATIONS		
GOALS		
CLASSROOMS	8	75%
SCI. + PREP	1	100%
SPECIAL ED.	5,500 SF	50%
CONSTRAINTS		
Temporary Classrooms Needed		
Impact to Adjacent Classrooms		
Impact to Adjacent Site Area		
OPPORTUNITIES		
Single Phase Construction		

OPTION D

(new Media Center at courtyard)

\$22.3m

NET SPACE(S) ADDED:			NET SPACE(S) LOST:			NET SPACE(S):		
qty.	nsf size	type	qty.	nsf size	type	qty.	nsf size	type
3	1,200	CLASSROOMS	0	1,200	CLASSROOMS	3	1,200	CLASSROOMS
6	950		0	950		6	950	
2	800		0	800		2	800	
5	750		8	750		-3	750	
16	14,650		8	6,000		8	8,650	
3	750	SPECIAL EDUCATION	0	0	SPECIAL EDUCATION	3	750	TOTAL CLIRMS
3	2,250		0	0		3	2,250	TOTAL SPECIAL ED.
1	1,640	SCIENCE LAB	0	0	SCIENCE LAB	1	1,640	SCIENCE LAB
1	1,640		0	0		1	1,640	TOTAL SCI. + PREP
1	2,500	COLLABORATION	0	0	COLLABORATION	1	2,500	COLLABORATION
4	2,500		0	0		4	2,500	TOTAL COLLABORATION
21,040.00 TOTAL ADD SQ. FT.			6,000.00 TOTAL LOST SQ. FT.			15,040.00 TOTAL SQ. FT.		

ADDITIONAL CONSIDERATIONS		
GOALS		
CLASSROOMS	8	100%
SCI. + PREP	1	100%
SPECIAL ED.	5,500 SF	41%
CONSTRAINTS		
Multi-phased Construction		
Extensive Construction w/in Building		
Reduced Media Size		
Reduced Department Offices		
OPPORTUNITIES		
Centralized Media Center		

OPTION E

(new Media Center at Webster St. Entry)

\$17.5m

NET SPACE(S) ADDED:			NET SPACE(S) LOST:			NET SPACE(S):		
qty.	nsf size	type	qty.	nsf size	type	qty.	nsf size	type
3	1,200	CLASSROOMS	0	1,200	CLASSROOMS	3	1,200	CLASSROOMS
4	950		0	950		4	950	
2	800		0	800		2	800	
2	750		3	750		-1	750	
11	10,500		3	2,250		8	8,250	TOTAL CLIRMS
2	950	SPECIAL EDUCATION	0	0	SPECIAL EDUCATION	2	950	SPECIAL EDUCATION
3	750		0	0		3	750	TOTAL SPECIAL ED.
5	4,150		0	0		5	4,150	TOTAL SPECIAL ED.
1	1,640	SCIENCE LAB	0	0	SCIENCE LAB	1	1,640	SCIENCE LAB
1	1,640		0	0		1	1,640	TOTAL SCI. + PREP
1	2,500	COLLABORATION	0	0	COLLABORATION	1	2,500	COLLABORATION
1	2,500		0	0		1	2,500	TOTAL COLLABORATION
18,790.00 TOTAL ADD SQ. FT.			2,250.00 TOTAL LOST SQ. FT.			16,540.00 TOTAL SQ. FT.		

ADDITIONAL CONSIDERATIONS		
GOALS		
CLASSROOMS	8	100%
SCI. + PREP	1	100%
SPECIAL ED.	5,500 SF	75%
CONSTRAINTS		
Extensive Construction w/in Building		
Multi Phase		
Construction impact to bus loop & parking		
Construction impact to building entrance		
OPPORTUNITIES		
New Media Center		
Centralized Classrooms		
Improved Admin. Connection		

OPTION F

(new Classroom Wing at Webster St. Entry)

\$11.4m

NET SPACE(S) ADDED:			NET SPACE(S) LOST:			NET SPACE(S):		
qty.	nsf size	type	qty.	nsf size	type	qty.	nsf size	type
2	1,200	CLASSROOMS	0	1,200	CLASSROOMS	2	1,200	CLASSROOMS
7	925		1	925		6	925	
0	725		0	725		0	725	
9	8,875		1	925		8	7,950	TOTAL CLIRMS
1	1,100	SPECIAL EDUCATION	0	1,100	SPECIAL EDUCATION	1	1,100	SPECIAL EDUCATION
2	925		0	925		2	925	
2	725		0	725		2	725	
4	4,400		0	0		4	4,400	TOTAL SPECIAL ED.
1	1,000	SCIENCE LAB	0	0	SCIENCE LAB	1	1,000	SCIENCE LAB
1	1,000		0	0		1	1,000	TOTAL SCI. + PREP
2	800	COLLABORATION	0	0	COLLABORATION	2	800	COLLABORATION
1	1,600		0	0		1	1,600	TOTAL COLLABORATION
15,875.00 TOTAL ADD SQ. FT.			925.00 TOTAL LOST SQ. FT.			14,950.00 TOTAL SQ. FT.		

ADDITIONAL CONSIDERATIONS		
GOALS		
CLASSROOMS	8	100%
SCI. + PREP	1	100%
SPECIAL ED.	5,500 SF	80%
CONSTRAINTS		
Construction impact to bus loop & parking		
Construction impact to building entrance		
OPPORTUNITIES		
Improved Admin. Connection		
Reduced impact during construction		



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 4/12/2017

Agenda Item	Public Hearing- New All Alcoholic Retail Package Store License for Reveler Beverage Company (250 Chestnut Street)
Presenter(s)	Kristen Scanlon, Attorney Scott Linzmeyer, Proposed Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Ms. Scanlon will present an application for an All Alcoholic Retail Package Store License for Reveler Beverage Company. Reveler Beverage is a new package store that will be located at 250 Chestnut Street. The store will consist of 3,530 SF on the first floor that will be used for retail space and 1,550 SF in the basement that will be used for storage and employee parking. There are two entrances/exits at the front of the space on the first floor and exits on the basement level.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
Suggested Motion: That the Board of Selectmen approve the application for a new All Alcohol Retail Package Store License under the Town of Needham Rules and Regulations Applicable to Package Stores for Reveler Beverage Company, Scott Linzmeyer, Manager, and to forward the approved Alcohol License application to the ABCC for approval.	
3.	BACK UP INFORMATION ATTACHED
1. LLA Review Record 2. Retail Application for License 3. Floorplan 4. Beneficial Interest Contact - Individual 5. Articles of Organization 6. Vote of the Corporate Board 7. Lease Agreement 8. Legal Notice Information All other pertinent documents relative to the application that need to be forwarded to the ABCC are on file in the Town Manager's Office.	



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

ABCC License Number

NEEDHAM

City/Town

03/16/2017

Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|--|---|---|
| ☒ New License | ☐ Change Corporate Name | ☐ Pledge of Collateral (i.e. License/Stock) | ☐ Change Corporate Structure (i.e. Corp / LLC) |
| ☐ Transfer of License | ☐ Change of DBA | ☐ Change of Class (i.e. Annual / Seasonal) | ☐ Change of Hours |
| ☐ Change of Manager | ☐ Alteration of Licensed Premises | ☐ Change of License Type (i.e. club / restaurant) | ☐ Issuance/Transfer of Stock/New Stockholder |
| ☐ Change of Beneficial Interest | ☐ Change of Location | ☐ Change of Category (i.e. All Alcohol/Wine, Malt) | ☐ Management/Operating Agreement |

APPLICANT INFORMATION

Name of Licensee REVELER BEVERAGE COMPANY, LLC

D/B/A

ADDRESS: 250 CHESTNUT STREET

CITY/TOWN: NEEDHAM

STATE

MA

ZIP CODE

02492

Manager SCOTT LINZMEYER

Granted under Special Legislation? Yes ☐ No ☒

If Yes, Chapter

of the Acts of (year)

\$15 Package Store

Annual

All Alcoholic Beverages

Type

(i.e. restaurant, package store)

Class

(Annual or Seasonal)

Category

(i.e. Wines and Malts / All Alcohol)

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the
Local Licensing Authority:

Approves this Application

Please indicate what days and hours
the licensee will sell alcohol:

Mon - Sat 10 a.m. - 10 p.m.
Sun - 12:00 noon - 6 p.m.

If Approving With Modifications, please indicate below what changes the LLA is making:

Please indicate if the LLA is
downgrading the License
Category (approving only Wines
and Malts if applicant applied for All
Alcohol):

Changes to the Premises Description

Patio/Deck/Outdoor Area

Total Square Footage

Seating Capacity

Indoor Area

Total Square Footage

Number of Entrances

Number of Exits

Floor Number	Square Footage	Number of Rooms

Abutters Notified: Yes ☒ No ☐

Date of Abutter
Notification

3/23/2017

Date of
Advertisement

3/30/2017

Please add any
additional remarks or
conditions here:

☐ Check here if you are attaching additional documentation

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

04/12/2017

Date APPROVED by LLA



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

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)

Reveler Beverage Company, LLC

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license ☒ New ☐ Transfer
or the transfer of an existing license?

If applying for a new license, are you applying for this license pursuant to special legislation?

☐ Yes ☐ No

Chapter

Acts of

If transferring, please indicate the current ABCC license number you are seeking to obtain:

N/A

If transferring, by what method is the license being transferred?

3. LICENSE INFORMATION / QUOTA CHECK

City/Town

Needham

On/Off-Premises

Off-Premises

TYPE

§15 Package Store

CATEGORY

All Alcoholic Beverages

CLASS

Annual

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Kristen

Middle: L.

Last Name: Scanlon

Title: Attorney

Primary Phone: 617 639-1275

Email: kls@kscanlonlaw.com

5. OWNERSHIP

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

- A. All individuals listed below are required to complete a [Beneficial Interest Contact - Individual](#) form.
B. All entities listed below are required to complete a [Beneficial Interest Contact - Organization](#) form.

- C. Any individual with any ownership in this license and/or the proposed manager of record must complete a [CORI Release Form](#).

Name	Title / Position	% Owned	Other Beneficial Interest
Scott Gordon Linzmeyer*	LLC Manager	100%	N/A

For additional space, please use next page* LLC Manager, Sole LLC Member, & Proposed Manager of Record

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

Floor Number	Square Footage	Number of Rooms
1	3,530	1
Basement	1,550	1

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises

Lease Beginning Term

Lease Ending Term

Rent per Month

Rent per Year

Landlord Name

Landlord Phone

Landlord Address

If leasing or renting the premises, a signed copy of the lease is required.

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name:	Reveler Beverage Company, LLC	FEIN:	82-0825625
DBA:	Reveler Beverage Company	Fax Number:	TBD
Primary Phone:	TBD	Email:	scott@revelerbeverage.com
Alternative Phone:	404-234-8165	Legal Structure of Entity	LLC

Business Address (Corporate Headquarters)

☐ Check here if your Business Address is the same as your Premises Address

Street Number:	250	Street Name:	Chestnut Street
City/Town:	Needham	State:	MA
Zip Code:	02492	Country:	United States of America

Mailing Address

☐ Check here if your Mailing Address is the same as your Premises Address

Street Number:	16	Street Name:	Hampstead Rd, Unit 3
City/Town:	Boston	State:	MA
Zip Code:	02130	Country:	United States of America

Is the Entity a Massachusetts Corporation?

☒ Yes ☐ No

If no, is the Entity registered to do business in Massachusetts?

☐ Yes ☐ No

If no, state of incorporation

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? ☐ Yes ☒ No

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No
If yes, attach an affidavit that lists your convictions with an explanation for each

Have you ever been Manager of Record of a license to sell alcoholic beverages? ☐ Yes ☒ No

If yes, please list the licenses for which you are the current or proposed manager:

Do you have direct, indirect, or financial interest in this license? ☒ Yes ☐ No

If yes, percentage of interest

If yes, please indicate type of interest (check all that apply):

☐ Officer	☐ Sole Proprietor
☐ Stockholder	☒ LLC Manager
☒ LLC Member	☐ Director
☐ Partner	☐ Landlord
☐ Contractual	☐ Revenue Sharing
☐ Management Agreement	☐ Other

Proposed Manager of Record

Please indicate how many hours per week you intend to be on the licensed premises

Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
2016-Present	Entrepreneur/ Owner	Reveler Beverage Company, LLC	Needham, MA	
2012-2015	Director of Distribution	SLESAR BROS. BREWING COMPANY, INC.	Boston, MA	
Summer 2012	Consultant	Harpoon Brewery	Boston, MA	
Summer 2011	MBA Intern	Boston Beer Company	Boston, MA	
2008-2010	Financial Management Program	General Electric	Louisville, KY	

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	0
B. Purchase Price for any Business Assets	\$85,000
C. Costs of Renovations/Construction	\$400,000
D. Purchase Price of Inventory	\$25,000
E. Initial Start-Up Costs	
F. Other (Please specify)	
G. Total Cost (Add lines A-F)	\$510,000

Please note, the total amount of **Cash Investment** (top right table) plus the total amount of **Financing** (bottom right table) must be equal to or greater than the **Total Cost** (line G above).

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Total:	

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
Salem Five Bank	\$510,000	N/A	
Total:	\$510,000		

10. PLEDGE INFORMATION

Are you seeking approval for a pledge? ☐ Yes ☒ No

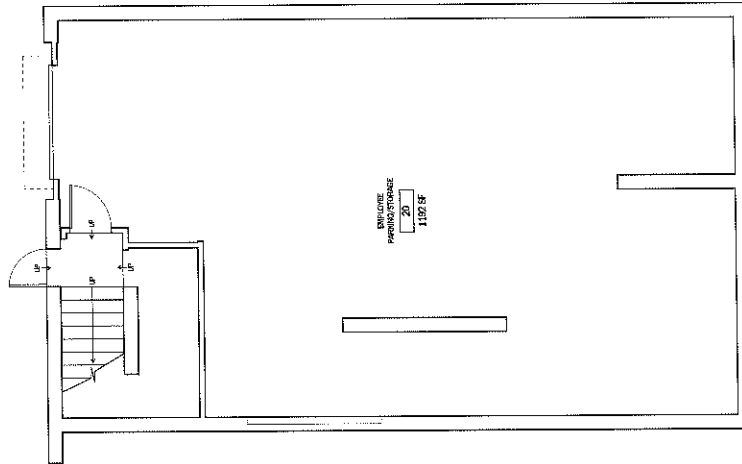
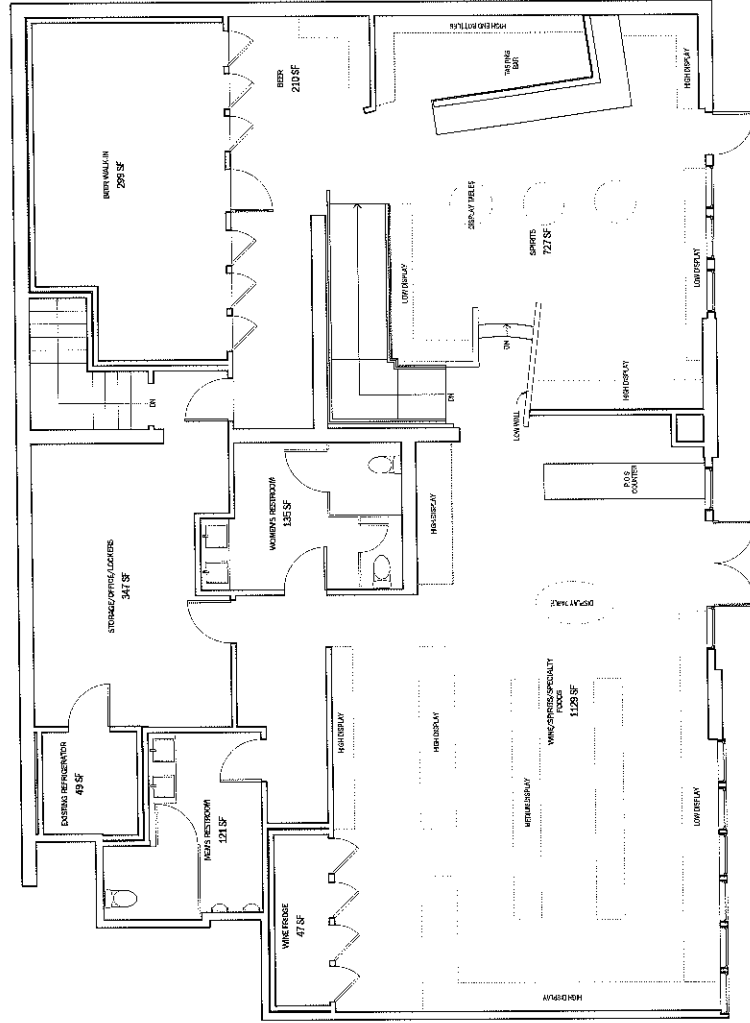
Please indicate what you are seeking to pledge (check all that apply)

☐ License ☐ Stock / Beneficial Interest ☐ Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license? ☐ Yes ☐ No

Does the lease require a pledge of this license? ☐ Yes ☐ No



ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a [CORI Authorization Form](#).

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	Mr.	First Name	Scott	Middle Name	G.	Last Name	Linzmeyer	Suffix	
Title:	Owner		Social Security Number			Date of Birth			
Primary Phone:	404-234-8165		Email:	scott@revelerbeverage.com					
Mobile Phone:	404-234-8165		Fax Number	N/A					
Alternative Phone:									

Business Address

Street Number:	250	Street Name:	Chestnut Street
City/Town:	Needham	State:	MA
Zip Code:	02492	Country:	USA

Mailing Address

☐ Check here if your Mailing Address is the same as your Business Address

Street Number:	16	Street Name:	Hampstead Rd., Unit 3
City/Town:	Boston	State:	MA
Zip Code:	02130	Country:	USA

Types of Interest (select all that apply)

- | | | | |
|--|---|--|---|
| ☐ Contractual | ☐ Director | ☐ Landlord | ☒ LLC Manager |
| ☒ LLC Member | ☐ Management Agreement | ☐ Officer | |
| ☐ Partner | ☐ Revenue Sharing | ☐ Sole Proprietor | ☐ Stockholder |
| | | | ☐ Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☒ Yes ☐ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct or indirect interest in the proposed licensee?

☒ Direct

☐ Indirect

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold:

100%

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

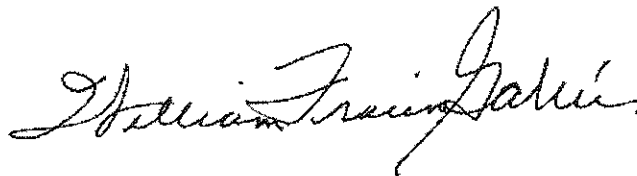
Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

THE COMMONWEALTH OF MASSACHUSETTS

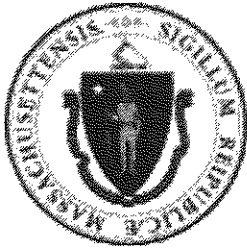
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

February 18, 2015 08:17 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001161505

1. The exact name of the limited liability company is: REVELER BREWING COMPANY, LLC

2a. Location of its principal office:

No. and Street: 16 HAMPSTEAD ROAD
UNIT 3
City or Town: BOSTON State: MA Zip: 02130 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 16 HAMPSTEAD ROAD
UNIT 3
City or Town: BOSTON State: MA Zip: 02130 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

BREWING, PACKAGING, MARKETING AND SELLING BEER; RESTAURANT DEVELOPMENT A ND OPERATION; OTHER ASSOCIATED AND UNASSOCIATED PURSUITS OF PROFIT.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: SCOTT GORDON LINZMEYER
No. and Street: 16 HAMPSTEAD ROAD
UNIT 3
City or Town: BOSTON State: MA Zip: 02130 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	SCOTT GORDON LINZMEYER	16 HAMPSTEAD ROAD, UNIT 3 BOSTON, MA 02130 USA
MANAGER	TIMOTHY PATRICK WILSON	6 BEALS COVE ROAD, APARTMENT H HINGHAM, MA 02043 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute

documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	TIMOTHY PATRICK WILSON	6 BEALS COVE ROAD, APARTMENT H HINGHAM, MA 02043 USA
REAL PROPERTY	SCOTT GORDON LINZMEYER	16 HAMPSTEAD ROAD, UNIT 3 BOSTON, MA 02130 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 18 Day of February, 2015,
SCOTT GORDON LINZMEYER

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

**WRITTEN CONSENT OF
THE MANAGERS OF
REVELER BEVERAGE COMPANY, LLC**

March ^{10th} 2017

The undersigned, being all of the managers of Reveler Beverage Company, LLC (the "Company"), hereby consent to the adoption of the following resolutions and agree that said resolutions shall have the same force and effect as if duly adopted at a meeting of the Managers held for the purpose set forth below.

For purposes of this consent, the term "Authorized Officers" shall mean collectively the managers, president and chief executive officer of the Company, acting singly or together.

Application for License to Sell Alcohol for Off-Premises Consumption under M.G.L. c. 138 §15

RESOLVED: That it is in the best interests of the Company to apply for an original license from the licensing authority in the Town of Needham and the Massachusetts Alcoholic Beverage Commission for the sale at retail of alcoholic beverages to be drunk off-premises under the Bylaws of the Town of Needham and M.G.L. c. 138 §15 (the "Liquor License").

RESOLVED: That applications under the Bylaws of the Town of Needham and M.G.L. c. 138 §15 be made to the Town of Needham and the Alcoholic Beverage Commission; the form of such applications reviewed by the undersigned be approved in all respects; and any Authorized Officer of the Company is hereby authorized, acting singly, to execute and deliver the application in the name and on behalf of the Company, with such additions, deletions or changes therein as he may, acting alone, in his sole discretion, deem necessary, desirable, convenient or appropriate and consistent with the best interests of the Company, his execution and delivery thereof to be conclusive evidence of his authority to so act and of this approval thereof.

Manager of Record

RESOLVED: That Scott G. Linzmeyer be designated the Manager of Record for purposes of the applications and license to be issued the Company pursuant to M.G.L. c. 138 §15.

Miscellaneous

RESOLVED: That the Authorized Officers of the Company are each, acting singly, hereby authorized from time to time, in the name and on behalf of this Company, and under its corporate seal, if desired, to execute, make oath to, acknowledge and deliver any and all such orders, directions, certificates and other instruments and papers, and to do or cause to be done any and all such other acts and things, as may, in his or their judgment, be necessary, desirable, appropriate or convenient in connection with the consummation of the transactions contemplated by the foregoing resolutions.

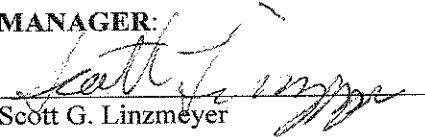
RESOLVED: That whenever it is provided in the foregoing resolutions that any person or persons may execute any document, take any action, or do any thing which such person or persons deem necessary, desirable or appropriate, the execution of such document, the taking of such action, or the doing of such thing shall be deemed conclusive evidence that the execution, taking or doing thereof, as the case may be, is deemed by such person or persons to be necessary, desirable or appropriate.

RESOLVED: That any actions taken by the Authorized Officers or any representatives thereof, prior to the adoption of these resolutions which are within the authority conferred hereby, be, and hereby are, ratified, confirmed and approved.

RESOLVED: That this consent may be executed in counterparts, each of which shall constitute an original and all of which shall constitute the same document; and that this consent may be executed by facsimile.

The undersigned further directs that this Consent shall take effect immediately as of the date first above written and shall be filed in the minute book of the Company with the minutes of the meetings of the Managers.

MANAGER:


Scott G. Linzmeyer

NET COMMERCIAL LEASE

1. **PARTIES:** KAREN A. FRUCI, TRUSTEE OF THE AMENDED AND RESTATED DECLARATION OF TRUST OF THE JOHN E. MALONE REALTY TRUST dated December 18, 2006 and recorded in the Norfolk County Registry of Deeds in Book 24445, Page 59, of 20 Chestnut Street Suite # 4, Needham, MA 02492, or such other address as it may have from time to time, LESSOR which, expression shall include its successors, and assigns where the context so admits, does hereby lease to REVELER BEVERAGE COMPANY, LLC of 16 Hampstead Road, Unit 3, Boston, MA 02130, LESSEE, which expression shall include its successors, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:
2. A) **"PROPERTY":** The land and buildings known as 232 Chestnut Street, Needham, MA 02492, Parcel #046-033-000.

B) "PREMISES" OR "LEASED PREMISES": Known as and numbered 250 Chestnut Street, Needham, MA 02492 consisting of approximately 3,530 +/- Square Feet of rentable space on the street level, 1,550 +/- Square Feet of rentable space in the basement along with access to the lower parking lot through the rear of the building which is part of the above identified "Property". LESSEE'S pro rata share shall be a fraction the numerator of which is the gross floor area at the Premises and the denominator of which is the gross floor area of all buildings located in the Property ("LESSEE'S Pro Rata Share"). LESSEE's Pro Rata Share is estimated to be 28.6%. The Premises are delivered by the LESSOR in "as is & where is" condition which the LESSEE acknowledges, agrees and accepts said Premises. LESSEE may at its sole cost and expense at any time prior to the date that is sixty (60) days following the execution of this Lease cause the floor area of the Premises to be remeasured and certified by a licensed architect or engineer in accordance with the BOMA/ANSI 2010 Retail Floor Area Measurement Standards, which findings shall be furnished to LESSOR. Said findings may, at the option of LESSOR, be accepted or rejected. If the LESSOR accepts the findings of the remeasurement which establishes that the floor area is less than or greater than 5,080 square feet, then the parties shall promptly enter into a written agreement amending this Lease to reflect the actual square footage of the Premises reflected in LESSEE'S remeasurement and to adjust the Base Rent, the Additional Rent and all other charges payable on the basis of such square footage and LESSEE's Pro Rata Share. If the LESSOR rejects the findings of the remeasurement by LESSEE, then LESSOR shall cause the floor area of the Premises to be remeasured and certified by a licensed architect or engineer of LESSOR'S choice in accordance with the BOMA/ANSI 2010 Retail Floor Area Measurement Standards, and the parties shall promptly enter into a written agreement amending this Lease to reflect the average of the square footage of the Premises reflected in LESSEE'S remeasurement and that reflected in LESSOR'S remeasurement and to adjust the Base Rent, the Additional Rent and all other charges payable on the basis of such square footage and LESSEE's Pro Rata Share. The cost and expense of LESSOR'S remeasurement shall be evenly split between LESSOR and LESSEE. .

shall be for the security deposit and last month's rent. Said funds shall not accrue interest for the benefit of the LESSEE nor be kept in an escrow account. The security deposit shall be returned to LESSEE within thirty (30) days after the date LESSEE vacates the property, however, its return is subject to LESSEE'S full compliance with the conditions set forth herein.

6. **ADDITIONAL RENT:** Additional rent, as provided herein, shall be paid within ten business (10) days of a statement from the LESSOR except for direct bills from utility companies which will be paid in accordance with terms reflected in such bills.

A.) REAL ESTATE TAXES: For the initial term and any option period LESSEE shall pay LESSEE'S Pro Rata Share of the total real estate tax assessed by the Town of NEEDHAM, Massachusetts on the "PROPERTY", during each fiscal year of this Lease, or any extension thereof, and proportionately for any part of a year. LESSEE'S Pro Rata Share of the real estate taxes shall be adjusted to take into account any abatement or refund paid to LESSOR by the appropriate authorities.

B.) INSURANCE EXPENSES: For the initial term and any option period LESSEE shall pay LESSEE'S Pro Rata Share of the cost of the "All Risk" property and Liability Insurance Policy for the insurable interest of the LESSOR in the "PROPERTY".

C.) OTHER EXPENSES: For the initial term and any option period LESSEE shall pay LESSEE'S Pro Rata Share of the common area maintenance expenses and other taxes and betterments on the "PROPERTY" including, but not limited to services by the LESSOR such as snow plowing, sanding, salting, sweeping, landscaping, and building maintenance. Repairs solely serving the Leased Premises, including but not limited to HVAC, plumbing and electrical, shall be paid 100 % by LESSEE. Further, LESSEE shall be responsible for the replacement and failure of said HVAC system solely serving the Lease Premises. During the term of this Lease, LESSEE shall maintain the HVAC in good repair and order and have regular maintenance performed on said system at least once annually and shall provide LESSOR with written evidence of same. The LESSEE further covenants and agrees that it shall keep in good repair and order all fixtures and equipment, at the Premises and make all repairs at its sole cost and expense. All work, repairs and replacements shall be performed in a good and workmanlike manner and also with all necessary permits and approvals obtained in accordance with local and state building codes after first informing the LESSOR of same and obtaining LESSOR'S written consent which shall not be unreasonably withheld (it being understood and agreed that LESSOR'S failure to object or provide such consent within ten (10) business days of delivery of such written notice shall be deemed to be its consent). Roof, exterior walls, foundation, and structural members shall be the sole responsibility of LESSOR. In no event shall Additional Rent include: capital improvements by the LESSOR; costs attributable to seeking and obtaining new tenants and retaining existing tenants at the Property; costs attributable to enforcing leases of other tenants at the Property; costs reimbursed by other tenants as a result of provisions in their specific lease; debt

Massachusetts, provided any such use receives and is conducted in accordance with all required permits and approvals under applicable Federal, State and municipal laws and regulations, including, without limitation, the Town of Needham Zoning By-Laws and Sign By-Laws, its Planning Board, its Sign Review Board, its Zoning Board of Appeals, its Design Review Board, its Board of Selectman and the Commonwealth of Massachusetts Alcoholic Beverages Control Commission. LESSOR shall reasonably cooperate with LESSEE in obtaining all necessary permits or other governmental approvals associated with LESSEE'S construction and use of the Premises but shall not be required or obligated to make monetary expenditures to comply hereunder.

9. COMPLIANCE WITH LAWS: The LESSEE acknowledges that no trade or occupation shall be conducted in the Leased Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any Federal or State law or any municipal by-law or ordinance in force in the Town of NEEDHAM.

10. FIRE INSURANCE: The LESSEE shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part, or on the contents of said property, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR all extra insurance premiums caused by the LESSEE'S use of the premises.

11. MAINTENANCE:

LESSEE'S OBLIGATIONS: The LESSEE agrees to maintain the Leased Premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this Lease, damage by fire and other casualty and reasonable wear and tear and obligations and defaults of LESSOR only excepted and whenever necessary, to replace plate glass and other glass therein, (unless covered under insurance required in Paragraph 6B above) acknowledging that the Leased Premises are now in good order and the glass whole except that the LESSOR shall fix or repair the broken windows in the rear of the building at its sole cost and expense once the LESSEE commences its buildout. The LESSEE shall not permit the Leased Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR which shall not be unreasonably withheld (it being understood and agreed that LESSOR'S failure to object or provide such consent within ten (10) business days of delivery of such written notice shall be deemed to be its consent) before erecting any sign on the premises, subject to LESSEE'S obtaining necessary permits from the Town of NEEDHAM, but in any event LESSEE shall be permitted to maintain signs of the current size and location as exist at the initiation of this Lease so long as same are in compliance with the Town of Needham.

LESSOR'S OBLIGATIONS: The LESSOR agrees to maintain the exterior walls, foundation, roof and structural members of the building on the "PROPERTY" of which the Leased Premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct

SL
KAF

the Building Inspector and/or permitting authorities requires a sprinkler system the LESSOR agrees to pay for and provide the necessary water hook up from the street (public) water source to the Property only and the LESSEE shall be responsible for all costs of material and labor for the installation of the sprinkler system from that point forward and in its space as aforementioned to the satisfaction of the Building Inspector and/or permitting authorities and to Code. LESSOR and LESSEE acknowledge and agree that if there is a choice of installing either a firewall or sprinkler system in the Premises in order to satisfy applicable requirements, then a firewall shall be installed by LESSOR as aforementioned. Further, if an exterior grease tank is required by the Building Inspector or permitting authorities same shall be at the sole cost and expense of the LESSEE except that the LESSOR shall install the LESSEE'S tank underground to LESSOR'S satisfaction at cost to the LESSEE and it shall be LESSEE'S continuing obligation to pay for and install all apparatus from the tank into the space and any other required apparatus in the space.

13. ASSIGNMENT - SUBLEASING: The LESSEE shall not assign or sublet the whole or any part of the Leased Premises without LESSOR'S prior written consent, which consent shall not be unreasonably withheld (it being understood and agreed that LESSOR'S failure to object or provide such consent within ten (10) business days of delivery of such written notice shall be deemed to be its consent). If the LESSOR permits a sublease or assignment, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this Lease. Transfer of the assets of LESSEE to another party shall constitute a sublet under this clause. Notwithstanding the foregoing, LESSOR shall, if required by LESSEE'S lender, execute and deliver to LESSEE and its lender a collateral assignment of lease containing commercially reasonable terms satisfactory to LESSEE'S lender in its reasonable discretion so long as same does not interfere with LESSOR'S existing or future obligations with LESSOR'S present or prospective mortgagee(s). LESSOR further acknowledges that LESSEE has informed LESSOR that LESSEE may finance LESSEE'S inventory, trade fixtures, trade equipment and other personal property ("Personal Property") that the LESSEE will be installing at the Premises. LESSOR hereby agrees that LESSOR'S rights, and any lien LESSOR may have by reason of LESSEE'S default under the Lease, shall be subordinate to the rights in the Personal Property of any lender providing LESSEE with funds related to the operations at the Premises. Promptly upon request by, and at no additional cost to, LESSEE, LESSOR shall execute and deliver to LESSEE a landlord lien waiver consistent with the foregoing in form reasonably satisfactory to any such lender so long as any and all actions taken by LESSEE or its lender(s), written or otherwise, do not interfere with, encumber or otherwise lien the real property or real property fixture rights of the LESSOR.

14. SUBORDINATION: This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, and/or a lien or liens on the property, now or at any time hereafter, and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage along with estoppel certificates so-called, provided that the holder of such

and the like from any claims resulting from same or other casualty from any cause whatsoever.

18. LESSEE'S LIABILITY INSURANCE: The LESSEE shall, at its sole cost and expense, maintain with respect to the Leased Premises and the property comprehensive Public/General liability insurance coverage (including but not limited to Dram shop coverage) in the amount of \$2,000,000 with property damage insurance in limits of \$2,000,000.00 in responsible companies qualified to do business in Massachusetts and in good standing therein, insuring the LESSOR as well as LESSEE against injury, death or damage to persons, guests, clients, employees, visitors and the like and damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least (10) days prior written notice to each assured named therein, including the LESSOR. LESSOR to be named as an additional named insured, ATIMA. All LESSEE'S improvements, furniture, furnishings, equipment, fixtures and personal property on the Property shall be at LESSEE'S sole risk except as may be caused by the negligence or intentional misconduct of LESSOR or its agents.

19. MUTUAL WAIVER OF SUBROGATION: The LESSOR and LESSEE hereby waive all rights of subrogation which either has or which may arise hereafter against the other for any damage to premises, property or business caused by any perils covered by fire and extended coverage, building, contents and business interruption insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, that the foregoing waiver shall apply only to the extent of any recovery made by the parties hereto under any policy of insurance now or hereafter issued; and, further provided, that the foregoing waivers do not invalidate any policy of insurance of the parties hereto, now or hereafter issued, it being stipulated by the parties hereto that such waivers shall not apply in any case which would result in the invalidation of any such policy of insurance.

20. FIRE, CASUALTY - EMINENT DOMAIN: Should a substantial portion of the Leased Premises be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this Lease. When such fire, casualty, or taking renders the Leased Premises unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this Lease if:

- a) The LESSOR fails to give written notice within thirty (30) days of intention to restore Leased Premises, or
- b) The LESSOR fails to restore the Leased Premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the Leased Premises for any taking by

SL
KAF

"PREMISES". Any notice from the LESSEE to the LESSOR relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at 20 Chestnut Street Suit #4, Needham, MA 02492, or at such address as the LESSOR may from time to time advise in writing. All Rent, CAM charges and any other payments required hereunder shall also be sent to the LESSOR at 20 Chestnut Street Suit #4, Needham, MA 02492. Changes of address shall be designated by LESSOR to LESSEE or LESSEE to LESSOR in writing by certified mail, when appropriate.

23. SURRENDER: The LESSEE shall at the expiration or other termination of this Lease remove all LESSEE'S goods and effects from the Leased Premises, (including without hereby limiting the generality of the foregoing, all signs and lettering, affixed or painted by the LESSEE, either inside or outside the Leased Premises). LESSEE shall deliver to the LESSOR the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in the same condition as they were at the beginning of the lease term or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same under LESSOR'S control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

24. LATE PAYMENTS: Any payment of Rent, including Base Monthly Rent or Additional Rent or any other payments due hereunder, which are not received within five (5) business days after the due date shall be subject to a late fee charge equal to five (5%) percent of the unpaid amount except in the case of municipal charges which will accrue charges of fourteen (14%) per annum of the outstanding balance.

25. LIMITATIONS ON RECOURSE: LESSEE specifically agrees to look solely to LESSOR'S interest in the Premises for the recovery of any judgments from LESSOR. LESSOR (and its shareholders, venturers, and partners, and their shareholders, venturers and partners and all of their officers, directors and employees) shall not be personally liable for any such judgments. The provisions contained in the preceding sentences are not intended to, and will not, limit any right that LESSEE might otherwise have to obtain injunctive relief against LESSOR or relief in any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by LESSOR.

26. BROKERAGE: LESSEE warrants and represents to LESSOR and LESSOR represents and warrants to LESSEE that it has dealt with no broker or other person entitled to a Broker's commission in connection with the negotiation or execution of this Lease or the consummation of the transaction contemplated hereby except Craig A. Barker of Boston Real Estate Advisors and Greg Feroli of District Real Estate Advisors whose fee shall be paid solely by the LESSOR per LESSOR'S written agreement with Boston Real Estate Advisors and each agrees to hold the other harmless and indemnify

foods and beverages, whereupon all prospective obligations of the parties shall terminate and this Lease shall terminate without further recourse to any party (except any accrued obligations).

32. PARKING: LESSEE shall be entitled to the non exclusive use of parking spaces at the Property in harmony and consistent with the other Tenants at the Property who also have the non exclusive right to park at the Property.

33. EXCLUSIVE USE: LESSOR shall not lease, rent, or permit any other premises at the Property known as 232-260 Chestnut Street, Needham, MA for use in a business utilizing an off-premises liquor license for resale of beer, wine and liquor.

34. OTHER PROVISIONS: Personal Guarantee marked "A" attached hereto and incorporated herein by reference. IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 13th day of March, 2017.

LESSEE: REVELER BEVERAGE COMPANY, LLC

BY: Scott Gordon Linzmeyer
Scott Gordon Linzmeyer, Manager

**LESSOR: KAREN A. FRUCI, TRUSTEE OF THE AMENDED AND
RESTATED DECLARATION OF TRUST OF THE JOHN E. MALONE
REALTY TRUST**

BY: Karen A. Fruci, Trustee
Karen A. Fruci, Trustee

LEGAL NOTICE - PUBLIC HEARING

Reveler Beverage Company – 250 Chestnut Street

New All Alcohol Retail Package Store License

A public hearing will be held on Wednesday, April 12, 2017 in Needham Town Hall, 1471 Highland Avenue, Needham, MA 02492 at 7:30 p.m. under the provisions of Chapter 138, Section 15 of the M.G.L. on the application of Reveler Beverage Company for a new All Alcohol Retail Package Store License, located at 250 Chestnut Street, Needham. The premise has 3,530 square feet for retail space on the first floor and the basement contains approximately 1,550 square feet. There are two entrances/exits at the front of the space on the first floor and exits on the basement level.

The Board of Selectmen invites all residents and interested parties to provide input at this meeting. Public comments may also be directed to the Board of Selectmen, c/o Needham Town Hall, 1471 Highland Avenue, Needham, MA or emailed to selectmen@needhamma.gov.

Board of Selectmen
Licensing Board for the Town of Needham



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 4/12/2017

Agenda Item	Police Department Staffing and Community Policing Update
Presenter(s)	John Schlittler, Chief of Police

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Chief of Police will update the Board on the Department's staffing proposal and will describe the Department's community policing focus.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
Update Only.	
3.	BACK UP INFORMATION ATTACHED
a. Needham Police Department Staffing & Deployment Report, February 2017	

Needham Police Department Staffing and Deployment Report

February 2017

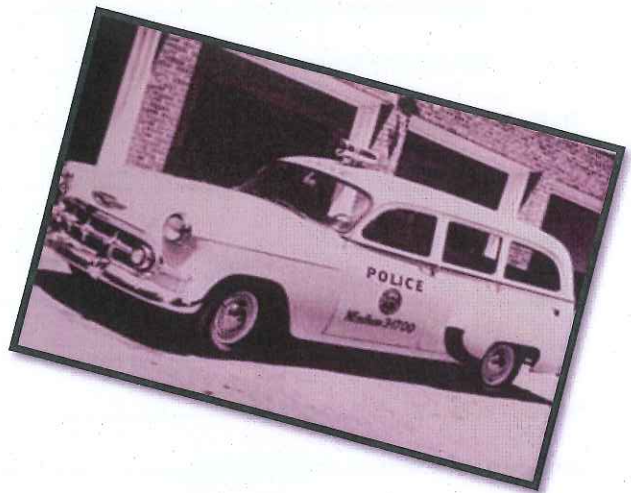




Table of Contents

Executive Summary	3
History of the Needham Police Department	4
Current Needham Police Department Organizational Chart	6
Current Needham Police Department Staffing and Division Breakdown	
Lieutenant.....	7
Sergeant.....	9
Uniformed Patrol	10
Detective Bureau	10
Adult Prosecutor	11
Juvenile Officer	12
School Resource Officer	12
Community Service Officer.....	13
Traffic Unit	14
Current Patrol Sector Coverage	15
Cybercrime	16
Drugs	19
Community policing	23
Social Media	27
Administrative Services and Licensing	27
Residential and Commercial Growth	27
Traffic	32
Calls for Service Analysis	33
Schools	35
Recommendations	37
Conclusion.....	40



Executive Summary



Population:

28,886

Current Fulltime Personnel:

Chief: 1
Lieutenants: 4
Sergeants: 7
Patrol: 37
Dispatchers: 5
Civilian Employees: 4
Total: 58
Total Sworn: 49

Overview:

The Town has seen steady and moderate residential and commercial growth, which has increased the demand on police services. The tools and methods in modern policing are very different today; this coupled with community expectations adds new challenges on the Needham Police Department to meet them. This report evaluates whether the Department's current staffing model is adequate to meet the Town's current and projected needs. We considered community and societal changes which have impacted policing within our community. The report concludes with recommendations on how to ensure the Needham Police Department continues to deliver the highest level of service to our community. The data was gathered over a ten year span (2007-2016) utilizing the information collected from the Computer-aided Dispatch (CAD) records.



The Town of Needham is located on rocky uplands within a loop of the Charles River in Eastern Massachusetts. The town is bordered by Wellesley on the west and northwest, Newton on the north and northeast, the West Roxbury section of Boston on the east, Dedham on the southeast and south, and Westwood and Dover on the south. Needham is ten miles southwest of Boston, twenty-nine miles east of Worcester, and about 208 miles from New York City. The Town has a total area of 12.70 square miles and a total land area of 12.61 square miles. Needham is situated in the greater Boston area, which has excellent rail, air, and highway facilities. Principal highways are State Routes 128 (the inner belt around Boston) and 135, and Interstate Route 95, which shares the same roadway as State Route 128. Commuter rail service is available via four



stations to Back Bay Station and South Station in Boston. Needham is a member of the Massachusetts Bay Transportation Authority (MBTA), which provides fixed bus route service between Needham Junction and Watertown Square. The geographical location of Needham contributes to its desirability, both residential and commercial.

History

From the point Needham was incorporated in 1711 until the early 20th century, law enforcement bore little resemblance to a police department of the 21st century. In Needham, as in many small towns, early police work was carried out by deputized citizens who made their livings mainly as shopkeepers, clerks, craftsmen and farmers. For nearly two centuries, elected constables and special police officers were appointed by the Board of Selectmen and served the Town's peace-keeping needs.

The office of the constable goes back many centuries, but in Needham, "special police" were not listed as officers of the town until 1875. The law enforcement duties of constables and special police officers overlapped a great deal. In 1877, Needham had six elected constables and six appointed special police officers, with two men serving in both capacities. The legacy of overlapping constable and police duties is the basis for the term cop, which stands for "constable on patrol".

On December 31, 1912, Needham appointed Chief MacKenzie as its first Police Chief. At the time of his appointment, Needham's police force consisted of two full-time, night-duty officers, along with 32 special part-time officers, most of whom worked a few hours a week. Needham continued to grow rapidly, more than doubling in population between 1910 and 1930 when the census reached 10,800. Needham's population per the 2010 U.S. census is 28,911. Technology was also changing with the introduction of the computerized logs in 1985 and the first fingerprint computer was introduced in 1987. As a result of the recession in 1990, the Department's uniformed staff was reduced from 52 to 47, crossing guard positions were reduced from 14 to 10 and special assignments such as traffic safety officer and traffic supervisor were eliminated.¹ The Department operated with 47 uniformed staff until

¹ Brems, Lisa, Policing Needham: A Story of Suburban Cops, Ercross Publishing, (2004)



2000 when two officers were added. Although the complexities of modern policing have changed, commercial activity in and through the Town has increased, and the number and types of incidents the community believes its police to address, the Department is still below its staffing level in 1989.

Besides new technology, the 1990s brought a new philosophy to many police departments, known as Community Policing. The contemporary community policing movement emphasized changing the role of law enforcement from a static, reactive, and incident-driven bureaucracy to a more dynamic, open, and quality-oriented partnership with the community.² The Needham Police Department embraced this new philosophy by creating a Drug Abuse Resistance Education (DARE) officer, outreach programs for kids, after-school activities, the High School powder puff football game and a Community Police Academy, to name a few. Programs have changed through the years, but the Needham Police Department is still dedicated to upholding its mission statement and continues to implement the philosophy of Community Policing.

Staffing and Division Breakdown

Lieutenants

The Needham Police Department has four Lieutenants who work under the direction of the Chief of Police. They perform responsibilities in the daily operations of the Police Department, assigning and organizing duties to ensure appropriate coverage of departmental functions and activities and assisting in the administration of the department. They keep abreast of all applicable changes in departmental rules, local, state and federal laws and regulations that effect police operations, as well as our civil rights. They assist in communicating this information to other department members. They ensure that training for police officers is maintained on a continual basis, including criminal law and procedures, self-defense weapons usage; including, but not limited to: baton, OC and Taser. In addition, they maintain proper training for CPR, AED and Narcan usage. Lieutenants submit written reports in all cases of infraction by members or where conduct has not improved after warning and investigate personnel complaints, as requested by the Chief of Police. Lieutenants assure that the quarters, equipment, supplies and materials are in good working condition. Finally, Lieutenants assist in the daily administration of the department; including, but not limited to: attendance, overtime, time-off and budgeting. Lieutenants also investigate complaints, questions and issues raised by the general public, and address Police Union disputes and handle internal affairs.

Below is a breakdown of the responsibilities of each of the Lieutenant:

² Brown, L. and Wycoff, M.D., "Policing Houston: reducing fear and improving services," *Crime and Delinquency*, (Jun. 1987): 71-89



Professional Standards Lieutenant

- | | |
|---|---------------------------|
| ○ Assuring professional standards of all officers | ○ Detective Sergeant |
| ○ Internal Affairs | ○ Detectives |
| ○ Drug Testing | ○ Adult Prosecutor |
| ○ Narcan | ○ Juvenile Prosecutor |
| ○ Policies | ○ School Resource Officer |
| ○ Investigative Services | ○ Truant Officer |

Executive Services Lieutenant

- | | |
|--------------------|-----------------------------------|
| ○ Patrol division | ○ Design Review |
| ○ Sergeants | ○ Human Rights |
| ○ Traffic | ○ OIC for the breath test machine |
| ○ Traffic Unit/MC | ○ Metro-LEC |
| ○ Scheduling | ○ Hiring |
| ○ Juvenile lock-up | ○ Building maintenance |
| ○ Procurement | |

Support Services Lieutenant

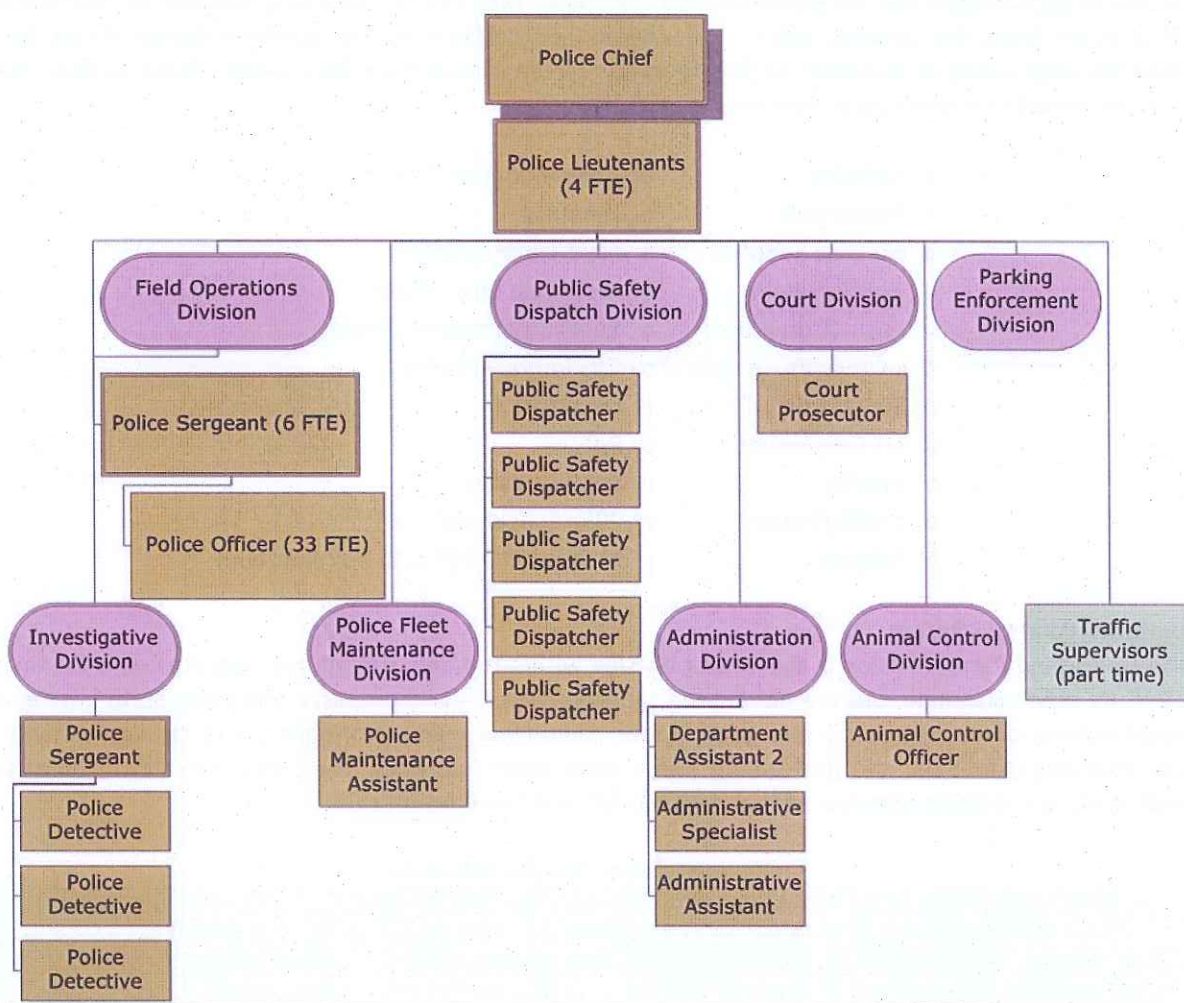
- | | |
|--------------------------------------|-----------------------------------|
| ○ Community Service/Safety Officers | ○ OIC for the breath test machine |
| ○ Traffic Supervisors | ○ Mountain bike patrol |
| ○ LEAPS | ○ Events |
| ○ Dispatch 911 certifications | ○ Grants |
| ○ Domestic Violence Action Committee | ○ Hiring |
| ○ R.A.D. Self-Defense Classes | ○ Policies |
| ○ Animal Control Officer | ○ Dispatch |

Administrative Lieutenant

- | | |
|---------------------------|-------------------------------|
| ○ IT/Records | ○ Sex Offender Registry Board |
| ○ Administrative Sergeant | ○ Field Training Officers |
| ○ Details (Paid) | ○ Evidence |
| ○ OT Committee | ○ Information Systems |
| ○ Licensing | ○ Records Clerk |
| ○ Training | |



Needham Police Department Organizational Chart



Sergeants

The Needham Police Department has seven Sergeants (one Administrative Sergeant, one Detective Sergeant and five Patrol Sergeants) who work under the general direction of the Chief of Police. They plan and direct shift operations of the Police Department, providing law enforcement, protection of property and life, crime prevention, traffic control and safety, obtaining evidence and apprehending those suspected of violation of the law. They inspect the daily logs to familiarize themselves with matters pending since their last tour of duty. They ensure that information is passed along to patrol officers at roll call, with instructions as to where their attention is required. They organize and assign duties to ensure appropriate coverage of department functions. They keep themselves abreast of the laws and all applicable changes in department rules, and Local, State and Federal laws and regulations that effect police operations, as well as civil rights of community personnel. They assist in the communications process, to provide this information to other department members. They supervise patrol officers on their assigned shifts and are responsible for officers' appearance, conduct, proficiency, and discipline. They review officers' performance to ensure effective and consistent standards of



conduct in the carrying out of police duties. They take steps to encourage and/or correct officers as necessary. They submit written reports on serious breaches of department regulations or other conduct or where performance has not improved after warnings. They answer questions, complaints, and issues of concern from the general public. In addition to performing the aforementioned duties and miscellaneous duties as required, all Sergeants have been assigned ancillary duties. These include, but are not limited to overseeing or coordinating the following:

- o Vehicles
- o Equipment
- o Medical Supplies
- o Traffic Details
- o Adult Prosecutor
- o Juvenile Prosecutor
- o Detectives
- o OT Committee
- o Events
- o Traffic/Details
- o Policies
- o Animal Control Officer
- o Evidence
- o Field Training Officer
- o Mountain Bike Officer
- o Public Information Officer
- o CJIS Representative
- o Dispatch
- o Policies
- o Legal Updates
- o 209a Follow-ups
- o Maintain RO/HPO/At-Risk Notebook

Uniformed Patrol Division

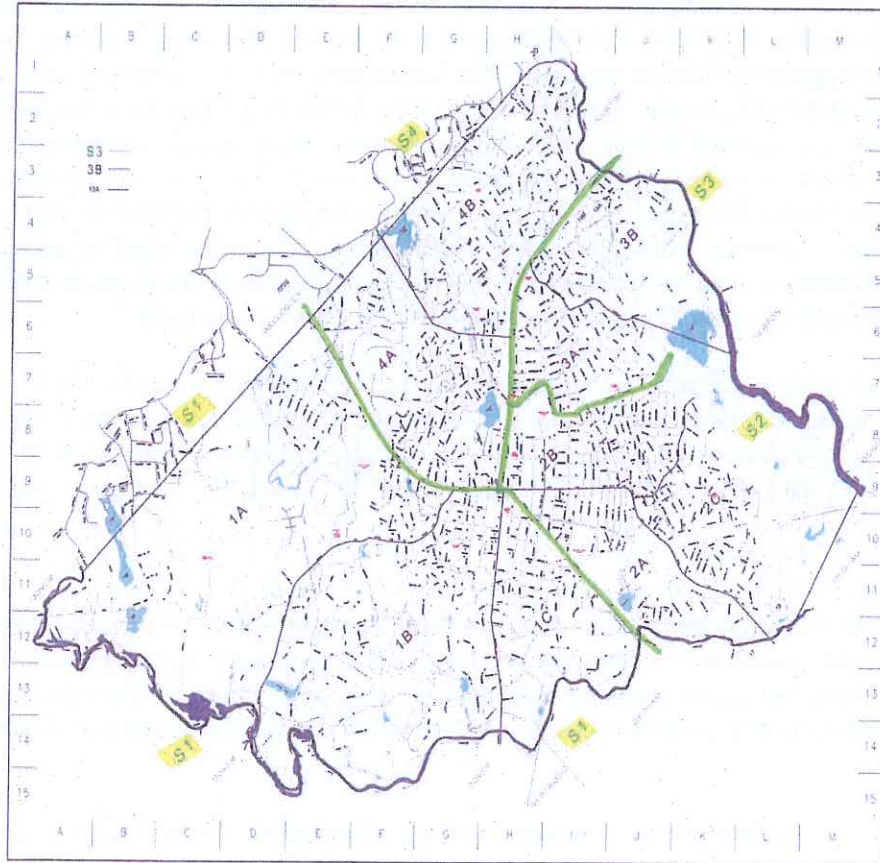
The Uniformed Patrol Division is the largest division within the department and operates on a 24-hour basis. Its services include, but are not limited to: protecting life and property, enforcing State laws and Town bylaws, preserving peace and public order, identifying criminal offenders and criminal activity, apprehending offenders, and performing traffic enforcement services. The Uniformed Patrol Division staff work on a rotating schedule of four days on shift and two days off shift.

Uniformed Patrol Division Schedule

Midnights (12:00 a.m. to 8:00 a.m.)	Days (8:00 a.m. to 4:00 p.m.)	Evenings (4:00 p.m. to 12:00 a.m.)
<u>Sergeant:</u> 1	<u>Lieutenants:</u> 1-4	<u>Lieutenants:</u> 1
<u>Officers:</u> minimum staff- 3 patrol officers	<u>Sergeants:</u> 1	<u>Sergeants:</u> 1-2
	<u>Officers:</u> 5-7 minimum staff- 5 patrol officers	<u>Officers:</u> 5-7 minimum staff- 5 patrol officers
<u>Dispatcher:</u> 1	<u>Dispatcher:</u> 1	<u>Dispatcher:</u> 1
Minimum would be 3 on road and one on the desk	Minimum would be 4 on road and one on the desk	Minimum would be 4 on road and one on the desk



Patrol Sectors



Detective Bureau

The Needham Police Department has three Detectives and one Detective Sergeant who oversees the bureau. The Detective Bureau is under the general supervision of the Chief, and the Detective Sergeant supervises the detectives. The Detective Bureau is responsible for investigating: crimes against persons and property (such as: larcenies, breaking and entering to businesses and residential homes, and assault and batteries), financial and white-collar crimes, sexual assaults and abuse, child assault and abuse cases, and other allegations of criminal conduct occurring within the Town or referred to the department from outside agencies. The goal of the detective bureau is to investigate every case to its fullest extent and to bring every case that warrants criminal charges to a successful conclusion in court. Detectives conduct follow-up investigations and are often summoned to report to the location of suspected criminal activity to process the scene.

The duty and responsibility of a detective is to cooperate fully with other units within the Department and with departments and agencies in other jurisdictions. Detectives must be fully familiar with the laws



and departmental procedures and policies surrounding the handling of suspects, crime scene control, the care of prisoners, and the presentation of the evidence in court. The Detectives must keep the Chief or the Officer-in-Charge informed of the progress of their investigations and request additional instructions when warranted. Also, the Detectives must communicate to the Chief or the Officer-in-Charge any information uncovered which relates to criminal activity beyond the scope of their immediate investigation. Detectives must submit a written report of activities regarding assigned cases to the Detective Sergeant or Chief as requested, and furnish other daily or monthly reports as required. Needham Police detectives are part of the Norfolk County Police Anti-Crime Task Force, or NORPAC, a multi-agency task force formed in 1987 under a grant from the US Department of Justice; however, the US Department of Justice no longer funds this grant. The mission of NORPAC is to provide investigative support to member police departments, using a cooperative multi-agency approach in their investigations of drug distribution, organized crime, serial crime, violent crime, crimes committed by traveling criminals, and fugitives. NORPAC is a decentralized task force in that its detectives work day-to-day in their own communities, teaming up on multi-agency investigations on a case-by-case basis.

Per the terms of a Memorandum of Agreement (MOA), signed by its member chiefs, eligibility for membership in NORPAC is restricted to police departments in Norfolk County. As of the date of this policy, NORPAC is comprised of the police departments of Canton, Dedham, Foxborough, Medfield, Millis, Needham, Norfolk, Norwood, Plainville, Sharon, Stoughton, Walpole, Wellesley, Westwood and Wrentham.

Adult Prosecutor

The Needham Police Department has one full-time Court Prosecutor. The Prosecutor is responsible for the preparation and presentation of cases at the District Court level. As the Department's liaison with the court, the Prosecutor coordinates the scheduling of cases and witnesses. The Prosecutor is under the direct supervision of the Chief of Police. The following are the general duties and responsibilities of the Prosecutor.

- Maintain an effective working relationship between the court and the Department.
- Coordinate the scheduling of cases for the Police Department.
- Assure that witnesses are notified and that evidence is available when needed.
- Minimize the time spent in court by police officers and maintain a record of the time spent in court by police officers.
- Notify the Chief of any unusual occurrences requiring his personal attention.
- Cooperate with the District Attorney's Office in the scheduling and the presentation of cases to the Grand Jury or in the Superior or District Court.
- Be responsible for ensuring the punctual attendance of all departmental members and their effective preparation and presentation of cases before the courts.

Juvenile Officer

The Needham Police Department has one part-time Juvenile Officer. The Juvenile Officer investigates and processes all crimes involving persons up to the age of eighteen. The officer is available to the members of the Department, as well as the community, for consultation on matters affecting the handling of juvenile offenders and youth related problems. The following are the general duties and responsibilities of the Juvenile Officer.



- Formulate a positive crime prevention program aimed at young persons in conjunction with local schools and agencies.
- Maintain a list of social agencies to which juveniles may be referred for such things as counseling, employments and medical services.
- Investigate reported crimes which are likely to have involved young persons.
- Coordinate the processing of juveniles with the local court authorities, including the Clerk's Office and the Probation Office.
- Be available to speak to community groups on youth problems.
- Answer calls to the station from parents and others seeking assistance with problem youngsters.

School Resource Officer

The Needham Police Department has two full-time School Resource Officers (SROs). One officer has an office located at the Needham High School and the other has an office at the Pollard Middle School. The SRO who is assigned to the High School is dedicated primarily to the High School and the second SRO works between the middle schools and the elementary schools. These officers provide law enforcement and police services to the schools, school grounds, and areas adjacent to the schools.

The main function of the SRO is to maintain a safe and nurturing school environment. We emphasize that the School Resource Officer is in place to develop positive interactions and relationships with the students, staff, and parents. The Department's philosophy is that if we can develop positive interactions with students at an early age, we can foster positive relations with them as they progress through the school system. The SRO investigates allegations of criminal incidents on school grounds and openly shares information with school personnel of incidents that happen off school grounds in accordance with the MOU with the School Department. The SRO also assists school administrators with emergency crisis planning and building security matters. They provide a course of training for school personnel in handling crisis situations, which may arise at the schools. The Needham Police Department is currently working with the schools to implement the A.L.I.C.E. (Alert, Lockdown, Inform, Counter, and Evacuate) program in the event of a crisis.

The SRO is visible within the school community. The officer attends school functions in an effort to build working relationships with school staff as well as with student and parent groups. The officer also works with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. The SROs will often aid and assist in conflict resolution efforts. They are available to members of the Department, as well as members of the community, for consultation on matters affecting the handling of juvenile offenders and youth-related problems.

Metro-LEC

The Metropolitan Law Enforcement Council (Metro-LEC) is a consortium of 43+ local area police departments and law enforcement agencies. These agencies work together to provide unique and highly specialized law enforcement resources to member communities. This regional support system allows the communities involved to have access to services, staffing, and equipment.

Since Needham is one of the 43 agencies in Metro-LEC, the Department has several officers assigned to specialized units, including SWAT, computer crimes, hostage negotiations, child abduction response



team and the MOP (mobile operations) unit. These officers are assigned part time and deployment is based on need. Although part-time or on-call, these units train regularly every month.

Community Service Officer

The Community Service Officer (CSO) is under the direct supervision of the Lieutenant in charge of Support Services. The Community Service Officer has the primary responsibility of training, scheduling and supervising traffic supervisors (civilian positions) while creating a safe environment for children around the schools. The general duties of the CSO include, but are not limited to:

- Supervises 18 Traffic Supervisors who cover 62 school crossings daily and checks with them periodically to discuss safety/traffic concerns they might have;
- Issues citations and/or speaks to violators of traffic laws concerning school buses and/or inappropriate driving in and around the schools;
- Periodically meets with principals and health and safety committees at each school;
- Assists all Elementary School 3rd grade physical education teachers with 3rd Grade Bike Rodeo;
- Issues bicycle licenses;
- Works with the Health & Human Services Department regarding elderly issues;
- Performs follow-up investigations with Elder Services (Springwell);
- Serves as the Police liaison to the Commission of Disabilities;
- Serves as the Police liaison to the Norfolk County Sheriff's Department TRIAD Commission;
- Assists SRO with A.L.I.C.E. drills; and
- Assists Fire Department with fire drills.

Traffic Unit

The Traffic Unit conducts enforcement based on several factors such as statistical analysis of crashes, citations, enforcement, and citizen complaints. Frequently, the Police Department receives complaints from citizens regarding traffic volume, blocked intersections, and speeding. Officers will increase selective enforcement in those areas, in addition to performing regular traffic enforcement.

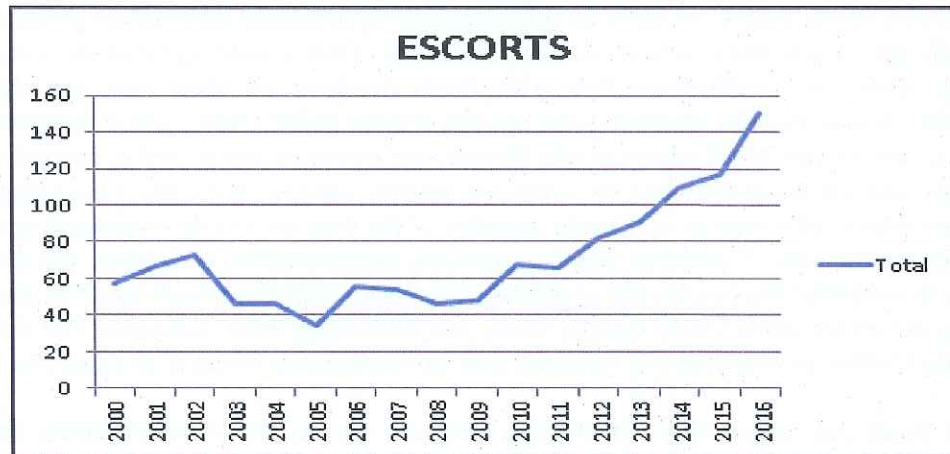
The Needham Police Department receives Traffic Enforcement Grant funding (provided by the Massachusetts Executive Office of Public Safety and Security), which allows officers on overtime shifts to conduct traffic enforcement with specific objectives in mind. These grants run four to five times a year. "Drive Sober or Get Pulled Over" and "Click it or Ticket" are two examples that are provided through the Traffic Enforcement Grant. An officer works a four-hour block dedicated to the specific objective.



The Motorcycle officer has been beneficial in terms of traffic enforcement and community policing. The officer, along with other members of the Department, has been instrumental assisting funeral escorts. The Department has seen a dramatic increase in the volume of calls for police escorts for funeral processions. The Needham Police Department supports these requests in keeping with the good image

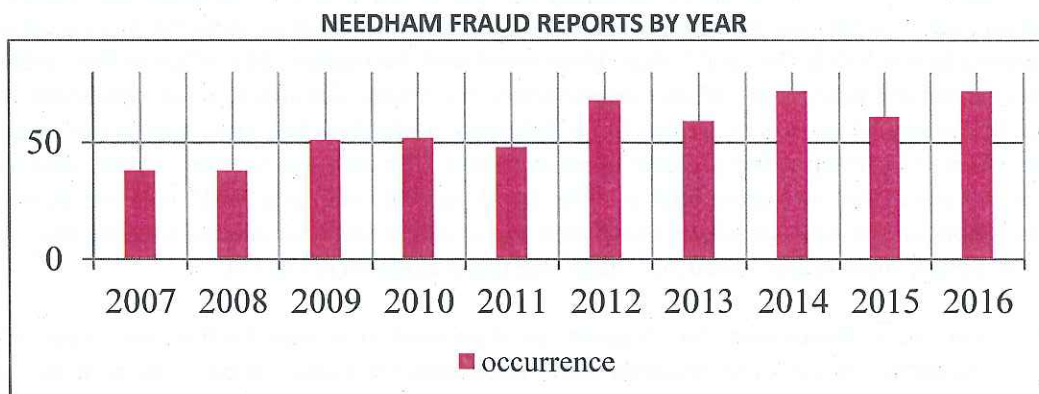


of the Town, and to ensure safety to all. In addition, the traffic unit dedicates part of the day to crosswalk enforcement, anti-gridlock enforcement and texting violators. The Chart below shows the increase in requests for funeral escorts from 2000-2016.



Cybercrime

Many of the crimes the Needham Police Department responds to today did not exist 10 years ago, or they were much less common. In 2005, 6.4 million household representing 5.5% of all households in the United States discovered that at least one member experienced one or more types of identity theft. This is the first full year of data on identity theft available from the National Crime Victimization Survey (NCVS). In 2010, 8.6 million households representing 7.0% of households in the United States experienced one or more types of identity theft victimization. Cybercrime encompasses cyber-attacks, cyber theft, and other computer security incidents. Identity Theft falls under this category and is a major problem in the United States. According to the Bureau of Justice Statistics, "U.S. households experienced about \$13.3 billion in direct financial losses due to identity theft in 2010. Among household with losses of at least one dollar, the average loss was about \$2,200."³ The chart below shows the increase in fraud reports from 2007 through 2016.



³ Lynn Langton, Ph.D., Identity Theft Reported by Household, 2005-2010. November 30, 2011.



The Metro-LEC Cyber-Crime Investigations Division provides investigative assistance and forensic services to member communities. The Division recognizes that while the Internet has proven to be an indispensable tool in today's world, it has also been used as a vehicle to commit various types of threats, frauds, scams, thefts, and predatory victimization of young people. The use of computers to commit crimes, victimize young people, or serve as the repository of evidential information presents another unique challenge to law enforcement. As most local law enforcement agencies do not have the expertise or resources to effectively deal with these situations on their own, the Cyber-Crime Investigations Division provides members with specially trained police officers and a computer forensic laboratory. Given the specialized nature of this Division, the pervasive presence that computers have in many crimes, and the increasing need for computer forensic services, the Cyber-Crime Investigations Division is a full-time, 24-7 operation. Specific activities of the Division include: investigative assistance, retrieval and preservation of evidence, forensic analysis, documentation of findings and testifying in court. Since its inception, the Division has assisted numerous investigations involving child pornography, guns, drugs, extortion; check fraud, identity theft, and restraining order violations. The Cyber-Crime Investigations Division is comprised of a Forensics Unit, an Investigative Unit and an Education Unit.

The rise in fraud and Cyber-Crime activity puts pressure on the Department's ability to respond effectively as it could, due to the complexity and resources these crimes demand. The main goal of the department in handling these types of cases is, if possible, to recover any currency or property that was stolen. The Department's response to a citizen's fraud or Cyber-Crime report, in most cases, will involve three different sections of our department- patrol, detectives and our officers assigned to the Metro-LEC Cyber-Crime division.

In general, the first line of the fraud report involves a patrol officer taking the initial report and researching and gathering as much information as possible prior to passing it onto the detective bureau. The initial report and follow up by the patrol officer will take several hours to complete. For example, a resident recently became a victim of a phone scam that resulted in the victim's sending \$9,300 in cash to an address in Florida. The basis of the scam was that this elderly gentleman's grandson had been arrested by the DEA in Florida and that he needed the money for bail. The person on the phone portrayed himself as a DEA agent.

This investigation resulted in the officer spending the rest of the shift tracking down the money which was sent via FedEx. While the officer was working with FedEx security in locating the money, detectives were assisting in contacting the local Police Department and the regional DEA office in the jurisdictions where the money was being sent. Within several hours, the officer was able to work with FedEx security and track the money which was on a truck to be delivered. Detectives had been able to track down the DEA field office and corresponded with the agent in charge. The idea was to make a controlled delivery to the address the money was being sent to. After speaking with FedEx and the DEA, it was learned that FedEx put a hold on the package which would alert the suspects who monitor the tracking number that it was intercepted. The box was seized and taken into the possession of the FBI.

The officer had to coordinate with the FBI agent two days later to arrange for the cash to be delivered back to the Needham Police. This required some department documentation to be sent to the DEA office in Florida. Once that documentation was received and the appropriate forms filled out, the money was sent via FedEx back to the Needham Police. Several days later, the Needham Police received the money and arrangements were made with the victim to come to the station to retrieve the money.



There was a lot of time and resources that were devoted to this incident which included pulling a patrol officer from the sector to pursue the matter. When this happens, other sector cars will have to cover the impacted sector. In this case, it involved follow-up to be conducted on several different days for extended periods of time.

This case did not use officers assigned to Metro-LEC, but numerous cases do. The Cyber-Crime unit would be utilized to conduct forensic investigation to examine electronic data that is collected. This process would include the detective's submitting an affidavit for a subpoena or search warrant to retrieve or hold any electronic evidence that was used to perpetrate the crime. This may take several hours, if not days, to complete the process. Officers assigned to the Cyber-Crime unit are patrol officers that are diverted from patrol to assist in the investigation – often leaving patrol short for a period of time, impacting the Department's ability to respond to calls for service efficiently.

These crimes are not only resource intensive, but they require specialized skills. Often, the offenders live in other states and countries, making the investigation more complex and time consuming. Take for instance 'swatting', which is becoming more common in today's society. Swatting is a term used to describe criminal activity by an individual (or group) that knowingly provides false information to police suggesting that a threat exists at a particular location so that police respond with tactical units. Making false threats drains law enforcement resources and can cause significant distress or physical injury to first responders or victims. On September 8, 2014 at 12:01 a.m., Needham Police received a call from a male purporting that he had taken a family hostage, tied them up in the living room and that he was armed with an A/R-15 machine gun. The caller demanded that \$20,000 cash be delivered by a SWAT team. The caller stated that the hostages were an Asian family that consisted of two adults, two children, and a baby. He stated he would kill a hostage every 30 minutes if his demands were not met. As the call went on, the caller became angry and aggravated. Due to the magnitude of this call, additional resources were required. Mutual Aid was requested from adjacent towns, and the Chief and Executive Officer responded to headquarters to take command of the situation. Needham Fire Department responded to the scene with the thermal imaging camera, which was inconclusive. The decision was made to have four officers approach the front door with a ballistic shield and weapons drawn. Contact was made with the homeowner and it was determined that they were all safe. After listening to the call, it was determined that the caller was the person a family member was speaking with that night on Skype. An International case began as it was determined that the caller was from Ottawa, Canada. After a lengthy investigation, the perpetrator was subsequently arrested and sentenced for his many swatting attacks by Canadian law enforcement.

Cyber-bullying is most common among children ages 12 to 17. Thirty-two percent of online teens report experiencing some type of online harassment. Twenty-six percent of teens have been harassed through their cell phones either by voice or text.⁴ Twenty-three percent of youth are bullied both in school and online—often by the same perpetrators.⁵ The importance that officers, especially school resource officers, are trained on how to confiscate devices used by suspects in the commission of cyber-bullying, how to get access to and secure electronic data, and to document cyber-bullying, are critical steps in building cyber-bullying cases.

⁴ Pew Research Center's Internet & American Life Project, "Teens and Mobile Phones", by Amanda Lenhart, Rich Ling, Scott Campbell, and Kristen Purcell, 2010, accessed September 20, 2010, at <http://www.pewinternet.org/Reports/2010/Teens-and-Mobile-Phones.aspx>.

⁵ M. L. Ybarra, M. Diener-West, and P. J. Leaf, "Examining the Overlap in Internet Harassment and School Bullying: Implications for School Intervention," *Journal of Adolescent Health* 41 (6 Suppl 1; December 2007): S42-50.



The majority of cyber bullying in Needham involves kids and teenagers and is extremely time consuming and labor intensive, often taking several days, if not weeks, to complete. These investigations will involve an initial report from an officer or SRO and will be followed up by a detective and Cyber-Crime officer. After the initial interview, detectives may be required to submit an administrative subpoena to identify subscriber info and to preserve any information relevant to the case.

The next step would be to write an affidavit for a search warrant. An affidavit in a computer related investigation can be extremely comprehensive and technical in nature. These affidavits often take several hours to write and may include changes that are suggested by the clerk. Once the search warrant is granted, it is served and electronic evidence is secured. It is important to note that the first search warrant would be for the physical seizure of the computer or electronic device.

The next step would be to apply for a second search warrant to examine the contents of the device that has been seized. Once the warrant is granted, the Cyber-Crime officers will take the devices to the computer crime lab in Norwood and complete a forensic exam. This is a long process that puts a strain on patrol and investigative services. Although the case may show up as one incident report, it does not accurately portray the time and resources used to complete the investigation.

Additionally, as cell phones have increasingly become an essential part of people's daily lives, the prevalence of the use of cell phones in the commission of crimes has also dramatically increased. Cell phones have evolved technologically to the point where they are now considered handheld computers. Forensically collecting and examining evidence contained within requires specialized training. The Needham Police Department has two officers assigned part-time as investigators with the Cyber-Crime Investigations Division. The division is operated out of a computer forensic lab located at the Norwood Police Department. These officers are certified in the forensic examination and analysis of cell phone evidence.

Drugs

Drug use and drug-related crime have always influenced the demand for police presence within communities. Unfortunately, the trend is continuing today with the prevalence of newer drugs such as "Molly" and prescription drugs such as OxyContin, along with the heroin epidemic. The National Institute on Drug Abuse (NIDA) claims one in fifteen people who take non-medical prescription pain relievers will try heroin within ten years.⁶ Non-medical use is defined by the United Nations Office on drugs and crime as the taking of prescription drugs, whether obtained by prescription or otherwise, other than in the manner or for the reasons or time period prescribed, or by a person for whom the drug was not prescribed.

Historically, heroin users were low-income and inner-city men, but within the last fifty years, prescription opiates and heroin have become the drugs of choice among affluent, suburban, white populations, equally distributed among men and women, with an average age of 23.⁷ Massachusetts Governor Charlie Baker describes the negative momentum of the opioid epidemic, "With every passing

⁶ National Institute on Drug Abuse (2014, January). Abuse of prescription pain medications risk heroin use. retrieved from <https://www.drugabuse.gov/related-topics/trends-statistics/infographics/abuse-prescription-pain-medications-risks-heroin-use>

⁷ Cicero T.J., Ellis M.S., Surratt H.L., Kurtz, S.P. The changing face of heroin use in the United States: A retrospective analysis of the past 50 years. *JAMA Psychiatry*. 2014; 71(7):821-826.



month the stories and the data and the trends just get worse.”⁸ The Boston Globe reported that last year in Massachusetts more than 1,000 people died from overdoses of heroin and other opioids, the highest mortality rate recorded in the state. The Centers for Disease Control and Prevention (CDC) estimates that each day forty-six people die from an overdose of prescription painkillers in the United States.⁹

In response to the epidemic, in 2014 Governor Baker created the Opioid Task Force, a working group consisting of experts, people with addiction, and others working in the field. Based upon the findings of the task force, and with funding from legislators, the Massachusetts Department of Public Health (MDPH) has taken steps to address the crisis in four key areas: prevention, intervention, treatment, and recovery support.¹⁰ As a result, Needham Police Officers are now trained in dispensing Naloxone (Narcan) to prevent overdoses in the community. Norfolk County experienced 166 overdose deaths this year. Actual overdoses are not recorded, since the number would be skewed since many overdoses are not reported. In Needham alone, officers responded to eight heroin overdoses in the last year. Officers administered Narcan in six cases and Needham Fire Department administered Narcan in two cases. Of the heroin overdoses, two resulted in death. The Town does not have the actual number of overdoses (i.e.: due to prescription medications), due to the fact that they are classified as medical calls.

The following example will illustrate the resources required to investigate illegal narcotic activity. In October, 2016 the Department began receiving information about illegal drug activity (heroin) in Town. This information was relayed to a detective who initiated an investigation. The first stage of the investigation is to run a complete background on the suspected parties in order to identify potential suspects. Once that is completed, detectives with the assistance of detectives from area communities and patrol officers from Needham begin surveillance of the suspected activity location. The main focus of this effort is to corroborate the information that is given to us by the reporting party. This may take a couple of days, a week, or several weeks to confirm or deny.

The next phase is to develop information that would detail how this activity is being conducted. This is done by using sources to gain intelligence on the inner workings of how this activity takes place. In some cases the Department is able to utilize a source to conduct controlled buys from the suspect. This takes several weeks to develop and implement and utilizes a great deal of resources to ensure it is done safely.

Next, a series of controlled buys is performed to establish probable cause to support a search warrant. An affidavit is written in support of a search warrant, which is an ongoing process that requires the case detective to document all the activities and information that has been reported or observed over the course of the investigation (this may be over a course of several weeks or months).

Next, detectives execute the search warrant and recover evidence to support criminal charges. As part of that evidence, any phones or electronic devices that may be linked or used in the criminal activity are

⁸ Edward M. Kennedy Institute (2015, October 26). *Across the aisle on the MA opioid epidemic*. [Video file] retrieved from <https://www.emkinstitute.org/explore-the-institute/public-events-programs/public/baker2015>

⁹ CDC (2014, July). *Opioid painkiller prescribing: Where you live makes a difference*. CDC Vital Signs. Retrieved from <http://www.cdc.gov/vitalsigns/opioid-prescribing/>

¹⁰ Massachusetts Department of Public Health (2015). *DPH responds to opioid epidemic*. Retrieved from <http://www.mass.gov/eohhs/gov/departments/dph/programs/substance-abuse/dph-responds-to-opioid-epidemic.html>



seized. Any electronic evidence will require additional affidavits and search warrants. The case detective is then responsible to log and catalog the evidence and submit a report documenting the event.

As with Cyber-Crime, in terms of statistics this investigation will show up as one arrest and one incident report, which is not reflective of the time and resources needed to complete such a detailed investigation.

Marijuana Dispensaries and Recreational Marijuana

There are currently nine Registered Marijuana Dispensaries open for business in Massachusetts and one is pending in Needham. Sage Cannabis has proposed an appointment-only system and free home delivery to Needham residents. Sage representatives said they would also limit the amount of marijuana available for purchase to one ounce. Under Article 20 of the Needham Board of Health: REGULATION TO ENSURE THE SANITARY AND SAFE OPERATIONS OF REGISTERED MARIJUANA DISPENSARIES AND THE SALE OF MARIJUANA TO PERSONS WITH DOCUMENTED MEDICAL NEEDS, the Needham Police Department is expected to play an active role in the safe operation of the facility¹¹. In the Commonwealth of Massachusetts, that there are currently 33,079 Active patients, 2,725 Active Caregivers, 173 Registered Physicians and 38, 877 Active Physician Certifications.¹²

As of December 15, 2016, it is now legal for any resident of Massachusetts aged 21 or over to start growing a maximum of 12 cannabis plants at home. They may also possess 10 ounces of cannabis flowers at home and one ounce in public without fearing arrest. Public marijuana smoking is still banned in the same manner as tobacco smoking. With the recent legalization of marijuana, questions arise as to its potential effect on driving and driving safety. The AAA Foundation for traffic safety commissioned a handful of studies to evaluate the impact, if any, in states where marijuana has already been legalized.

Fatal crashes involving drivers who recently used marijuana doubled in the State of Washington after the marijuana was legalized in December 2012, according to the latest research by the AAA Foundation. New research also shows that legal limits for marijuana and driving are arbitrary and unsupported by science, which could result in unsafe motorists going free and others being wrongfully convicted for impaired driving. The Foundation examined drug tests and fatal crashes in Washington after the legalization and found the following:

- The percentage of drivers involved in fatal crashes who recently used marijuana more than doubled from 8 percent to 17 percent between 2013 and 2014.
- One in six drivers involved in fatal crashes in 2014 had recently used marijuana, which is the most recent data available.

"The significant increase in fatal crashes involving marijuana is alarming," said Peter Kissinger, President and CEO of the AAA Foundation for Traffic Safety. "Washington serves as an eye-opening case study for what other states may experience with road safety after legalizing the drug."¹³

¹¹ <http://needhamma.gov/DocumentCenter/View/12342>

¹² <http://www.mass.gov/eohhs/gov/departments/dph/programs/hcq/medical-marijuana/>

¹³ <http://newsroom.aaa.com/2016/05/fatal-road-crashes-involving-marijuana-double-state-legalizes-drug/>



As a result of the legalization of marijuana and the potential for increased traffic accidents related to marijuana related impaired driving; the Department is sending officers to ARIDE (Advanced Roadside Impairment Driving Enforcement) training. After officers complete this two day course, they will have to take the Drug Recognition Expert (DRE) training. This training is a two-week course, followed by field exercises. Officers are expected to maintain their certification for at least five years and may, from time to time, be called upon to assist other agencies.

There are many questions that are still unanswered regarding the legalization of marijuana. There is not a lot of data to study, but trends in other states that have legalized marijuana have indicated an impact on public safety and health related services. Although the data comes from other legal marijuana states, law enforcement is anticipating and preparing to see an increase in several areas that will have a direct impact on our workload:

- Impaired operation
- Increase in youth marijuana use
- Thriving black market
- Diversion to neighboring states
- Parcel diversion
- Increase in Marijuana related ER visits and hospitalizations
- Increase in youth exposure and overdose related to edibles.

These types of issues, although hard to quantify at this time, will increase the Department's workload and challenge our ability to properly handle the calls for service with the existing staffing level. The biggest area for concern is for the youth of the community, and the Department will have to commit additional resources to education, enforcement, juvenile services, and mental health incidents related to increased marijuana use.

Community Policing

In the 1990s, the new philosophy of Community Policing started to evolve as the new norm of policing. Community Policing was conceived as a way to develop greater trust between the police and the community. It grew out of the perception that reacting to crime was not enough. Through the years, the Needham Police Department has grown into a department that has reached out to the community through a variety of programs.

Domestic Violence Action Committee

Established in 1994, The *Needham Domestic Violence Action Committee* is a community-based interagency and interdisciplinary team formed to raise awareness of domestic violence, teen dating violence, elder abuse and other related issues in the Needham community. A Lieutenant is a member of this committee and works closely with other members of the committee to educate and serve as a valuable resource to survivors of domestic violence.

Domestic violence calls are similar in terms of time consumption. Although most domestic violence calls result in an arrest, this does not solve the underlying problem. Proper and constant intervention for domestic violence calls is imperative. People who are exposed to domestic violence often experience physical, mental, or spiritual shifts that can endure and worsen if they are not addressed. According to a study done by the Centers for Disease Control, nearly three in every 10 women—about 32 million—and



one in 10 men in the United States who experienced rape, physical violence and/or stalking by an intimate partner reported at least one measured impact or effect related to forms of violent behavior in that relationship.¹⁴

Domestic victimization is correlated with a higher rate of depression and suicidal behavior.¹⁵ In addition, Children who witness violence at home display emotional and behavioral disturbances as diverse as withdrawal, low self-esteem, nightmares, self-blame and aggression against peers, family members and property.¹⁶ Officers designated to special committees will be able to devote their time and expertise in a manner that will be beneficial to all.

Rape Aggression Defense (R.A.D.) Classes

The Rape Aggression Defense System is dedicated to teaching women defensive concepts and techniques against various types of assaults, by utilizing easy, effective, and proven self-defense/martial arts tactics (however, R.A.D. is not a Martial Arts program). The system of realistic defense provides women with the knowledge necessary to make an educated decision about resistance. Safety and survival in today's world requires a definite course of action. This program provides effective options by teaching women to take an active role in their own self-defense and psychological well-being. The Needham Police Department currently has three trained Rape Aggression Defense officers who teach R.A.D. The Department attempts to run two classes annually and they tend to fill up quickly.

Drug take Back

In 2010, according to the Centers for Disease Control and Prevention, enough pharmaceuticals were prescribed to medicate every American adult around-the-clock for one month. Some of these prescriptions and over-the-counter drugs decay in the home and are highly susceptible to diversion, misuse, and abuse. More Americans currently abuse prescription drugs than the number of those using cocaine, hallucinogens, heroin, and inhalants combined, according to the 2010 National Survey on Drug Use and Health. Studies show that the majority of teens who abuse prescription drugs obtain them from family or friends for free, including from the home medicine cabinet.¹⁷ Improper disposal methods can pose both safety and environmental hazards.

The Needham Police Department has a "drug take back" container located in the lobby of the Police Department, which promotes the safe discarding of unwanted prescription drugs. In addition, the Needham Police Department conducts two "drug take backs" annually. On average, the Needham Police Department collects 600-800 pounds of prescription medications annually.

Mountain Bike Patrol

The bike unit is designed to increase patrol coverage in areas where traditional vehicles cannot access. The bike unit is comprised of several Needham Police Officers certified in the "Cops on Bikes with

¹⁴ Black, M.C., Basile, K.C., Breiding, M.J., Smith, S.G., Walters, M.L., Merrick, M.T., Chen, J., & Stevens, M.R, The National Intimate Partner and Sexual Violence Survey (NISVS): 2010 Summary Report, (2011), Atlanta, GA: National Center for Injury Prevention and Control, Centers for Disease Control and Prevention. www.cdc.gov.

¹⁵ U.S. Department of Justice, Office of Justice Programs. Bureau of Justice Statistics, June 2014

¹⁶ Peled, Inat, Jaffe, Peter G & Edleson, Jeffery L. (Eds) Ending the Cycle of Violence: Community Responses to Children of Battered Women. Thousand Oaks, California: Sage Publications, 1995.

¹⁷ Fass, Jennifer (2011). Prescription drug take-back programs. 68. Fort Lauderdale, FL: American Journal of Health- System Pharmacy.



Education for Bicyclists" (COBWEB). Bike officers may perform the same duties as patrol officers such as answering calls for service and enforcing pedestrian and traffic laws. The unit works primarily in the summer months and patrols special events, including, but not limited to: NBA Sidewalk Sale, 4th of July Celebrations, NBA Harvest Fair, road races, Needham High School football games and High School and Middle School "Back to School" nights and graduations.

Car Seat Installation

The Needham Police Department has a sworn officer who is certified to install car seats for families. The officer's objective is to insure the car seats are safely and properly installed, and to make sure that the owner knows how to properly install or move the seat to another vehicle. Since 2007, the Department has installed an average of 461 car seats a year.

The Needham Coalition for Suicide Prevention/ Needham Crisis Intervention Team

Suicide is a serious public health problem and a leading cause of death and injury nationwide. It has also seriously and negatively impacted the Town of Needham. In response, a broad-based coalition was created to study the problem and make recommendations to the community. The Needham Police Department has an officer dedicated to attending the meetings and working with the community to make a difference. Mental health issues are on the rise and without proper intervention, people who are affected may not be able to obtain the help that they need. The Needham Police Department has seen an increase in mental health calls.

During the years 2014, 2015 and 2016, the Needham Police Department has transported to a mental health facility 69, 79, and 75 mental health patients, respectively. Mental health calls are extremely dangerous for officers, the community and the patients themselves. On numerous occasions, officers are physically assaulted by combative patients. Mental health calls require a minimum of two officers who can be tied up for several hours in order to transport the patient, and complete the necessary paperwork and follow-ups.

In an added response to the increasing number of mental health cases, three Needham Police Department officers have completed the *Crisis Intervention Training* program and may be dispatched to calls/situations that involve persons who may be in crisis due to mental illness or other factors. These Crisis Intervention Officers will also make necessary referrals and conduct follow ups, when needed.

In November of 2016, a CIT trained officer worked with a Lieutenant to file a Section 35 (Warrant of Apprehension) for a resident in Town experiencing mental health issues. Since 2005, officers responded to his home 56 times, 39 of those calls were a result of his being intoxicated. His level of intoxication made him combative with his elderly parents and officers who responded to the scene. This individual is bipolar and self-medicates for this condition with alcohol. In November, officers discovered weapons hidden inside and outside the residence. As his condition worsened, his elderly parents would attempt to seek intervention for him, but after a couple weeks stay at a hospital, he would be released and sent back home. The officer conducted many follow ups and worked with the court to get this individual the treatment he needed. In addition to seeking intervention for the individual, the officer also filed a mandated report with Elder Services. Many dedicated hours were allocated to seeking intervention for the individual and creating a safe environment for his elderly parents. The officer who was responsible for the follow up is a patrol officer who had to be diverted from the patrol shift to continue with this case.

**Traffic Management Advisory Committee**

A Needham Police Lieutenant attends the Traffic Management Advisory Committee meetings monthly. The role of the Traffic Management Advisory Committee (TMAC) is to evaluate and make recommendations to the Board of Selectmen about public education, enforcement, and improvement of the safety of the public ways in Needham for vehicle, pedestrian, and bicycling traffic. The goal is to provide the safety of pedestrians, motorists, and bicyclists. It is imperative to work with members of the community in an effort to keep residents and visitors safe.

The Needham Schools Emergency Advisory Team (NSEAT)

This is a committee that meets regularly throughout the school year to discuss school related issues. The SRO and Police Chief attend these meetings.

Needham Substance Abuse Coalition

This coalition incorporates a collaborative, community-based, and data driven prevention approach to reduce alcohol, marijuana and other drug uses among Needham youth. Through community education, partnership and strategic action, the Coalition hopes to decrease risk factors and increase the protective factors associated with substance use to enhance the health and safety of our youth. A Lieutenant is assigned to the coalition and the Chief attends meetings on a regular basis. The department conducts alcohol and tobacco compliance checks in conjunction with the Board of Health within the Town of Needham.

Human Rights Committee

A Lieutenant is assigned to the Human Rights Committee (HRC) which meets monthly and holds numerous educational events throughout the year. The general purpose of the HRC is to reaffirm the worth and dignity of every human being. The diversity of the community is celebrated through education, community outreach and community response.

The Department also has officers assigned to the following community events, groups, and committees:

- | | |
|------------------------|--|
| ○ Triad | ○ Needham Housing Authority |
| ○ Needham's Roundtable | ○ Powder Puff flag football game
(coached by NPD staff) |

These are just some of the committees that the Needham Police Department works with. As the Department's mission statement states: "The Needham Police Department is committed to excellence in everything we do. We pledge to maintain a close working relationship with the community to protect life and property, and maintain a safe and peaceful environment for all. We will perform our sworn duties ethically, maintaining respect for individual rights, human dignity, cultural diversity, and community values."

Needham is a diverse community and the Needham Police is an inclusive department. Officers who are assigned to special committees work with other members of the community to provide the best resources and intervention available to the community. Intervention and follow-up takes time, patience and dedication. There is no quick fix for any problem that officers are presented with. For example, due to the lack of hospitals to provide long-term care for mental health patients, officers often deal with the same people over and over again to obtain constant intervention and resources to keep them from a being harm to themselves and others.



Social Media

As technology has changed, so has the Needham Police Department. The Needham Police Department has taken an active role and has created a strong media presence in order to promote Department goals. Using social media networks like Facebook and Twitter, the department can quickly communicate with citizens regarding traffic-related issues, current trends, press releases and requests for assistance. These platforms can also be used to handle some complaints and concerns. Finding time to dedicate to social media postings can be a challenge.

Administrative Services and Licensing

The Needham Police Department takes an active role in serving Harassment Prevention Orders and Restraining Orders to protect victims of domestic violence from harassment. The Department also serves summonses for witnesses, criminal summonses for defendants, search warrants, criminal arrest warrants, warrants of apprehension, civil commitment orders for involuntary hospitalization pursuant to M.G.L. Chapter 123 s12, and prisoner commitment orders pursuant to M.G.L. Chapter 123 s18(a). With the new CAD system, the Department now has the capability to track the issuance of Harassment Prevention Orders and Restraining Orders. This year, officers have served 30 orders. Over the past five years, officers have processed approximately 200 License to Carry (LTC) permits and Federal Identification cards and assisted walk-ins with fingerprinting for job applications.

Growth in Residential Housing Stock

Needham's housing stock is increasing partly due to the residential and commercial growth. It is not uncommon to see multi-family units being built where a single family residence once stood. Consulting with the Town of Needham's Engineering Department and Building Department, it is estimated that five-10 single family residence and demolished annually and subdivisions are built in their place. A few examples are:

Rockwood Lane- A single family house was demolished and nine single family houses are being built on the land.

Sunrise Terrace- A single family house was demolished and six single family houses are being built on the land.

Hutter Ridge- The single family house remained on site, and six additional single family houses are being built.

50 Dedham Avenue- Ten single family residences were constructed above downtown commercial businesses.

Needham has continued to see a steady residential growth; especially under housing being built under the state's affordable housing law, Chapter 40B. Chapter 40B is a program created by Massachusetts in 1969 to allow developers to override local zoning bylaws in order to increase the stock of affordable housing in municipalities where less than 10% of the housing stock is defined as affordable. In order to qualify for Chapter 40B zoning relief, at least 20-25% of any proposed development must provide housing which serves households at or below 80% of the area's median income. As of 2016, 12.61% of the Town's housing stock qualifies as affordable.



Needham's landscape has changed in many ways due to the increased use of the 40B law. On a smaller scale, the Town has seen single family homes being knocked down and many housing units be built in its place. For example, Greendale Village was once a single family home and now 12 housing units have replaced it. A single family house once stood at the location of 28 Webster Street, but that too has been replaced with 10 housing units. Housing within the town has also changed on a larger scale due to larger developments being built.

900 Greendale Avenue- Greendale Village now has twelve multi-family dwellings where one single family residence once stood.



28 Webster Street- There is now a ten multi-family unit where one single family home once stood.



797 Highland Avenue- Suites of Needham. Eight multi-family units replaced one single family residence.



925 Webster Street- Needham Sail Lofts. This was once a commercial building that was transformed into a 6 unit multi-family dwelling (Formerly the location of the commercial business The Wicker Lady).

Greendale Avenue is on its way to becoming the home of the new 40B development, Modera Needham. This development is located on a 6.02 parcel of land on Greendale Avenue adjacent to Route 128. Work commenced in October of 2016 by Mill Creek Development. The development design features 136 units spread across 10 townhouses and one large five-story building.

Charles River Landing is located in Needham Crossing at 300 Second Avenue. 350 units, Charles River Landing has 88 units designated as affordable on an 8-acre parcel of land. Charles River Landing was also built under the state's affordable housing law.



Recently, the Town has approved the construction of 390 additional units in Needham Crossing on Second Avenue. The project, to be constructed by Toll Brothers, is fully permitted and is expected to break ground this spring. And, in May, 2016, Town Meeting approved a mixed-use residential overlay that would allow up to 250 additional units in the Wexford Street area.

Healthcare and Assisted Living Facilities

Needham's healthcare and assisted living facilities have also been expanding over the past several years. Beth Israel Deaconess Hospital has done numerous expansions and renovations, including the new Cancer Center and Surgical Pavilion. These healthcare and assisted living facilities contribute to the desirability of Needham as a place to live.

North Hill



North Hill is a continuing care retirement community offering healthcare and hospitality to those 65 or older located at 865 Central Avenue. It currently has 72 beds for skilled nursing, 45 assisted living apartments and 323 independent living apartments. North Hill recently completed the Avery Building which consists of 45 independent living apartments.

Residences at Wingate

Wingate is located at 589 Highland Avenue. This facility provides 142 beds for short term rehab and long term care. The Residences at Wingate (Phase 2) provides 91 units for Independent Living, Assisted Living and Memory Care. Once Phase 3 is completed, the facility will provide an additional 52 independent living apartments.



Kindred Living/Avery at Needham Heights

Independent and assisted living is offered at Kindred Living at Needham Heights. They currently offer 62 apartments. Kindred Transitional Care and Rehabilitation is also located in Needham Heights and offers 142 beds.

Briarwood

Briarwood Rehabilitation & Healthcare Center is a 120-bed Subacute Rehab and Nursing Community located at 150 Lincoln Street. This facility is located only a few hundred feet away from Beth Israel Deaconess Hospital-Needham.

Commercial/Residential (Mixed) Growth

Development in Needham Crossing is well underway. Located next to Route 128, Needham Crossing is designated for mixed-use zoning. The purpose of the mixed-use zoning is to mix residential and commercial space, spurring economic growth. Needham Crossing development plans include a 390-unit residential 40B; slated to be called the '2nd Avenue Residences' and two garages. With the Residence Inn (132 rooms) already operation on B Street, plans are in place to build another one next door. The 2nd Avenue Residences will have its own residential parking. In addition, Needham Crossing has the Sheraton Hotel that offers 254 rooms. Construction of Hilton Hotel property is also underway on First Avenue. In June, the Massachusetts Housing Partnership awarded Needham a housing Hero Award, in recognition of its efforts to bring in economic development and housing to Needham Crossing.

Commercial Growth

In partnership with the City of Newton and the Town of Needham, the Newton-Needham Regional Chamber of Commerce has developed an economic development and marketing strategy for the N² Corridor. The area consists of approximately 500 acres, straddling the Newton-Needham border along I-95/Route 128, the N² Innovation Corridor is principally comprised of two business parks, Needham Crossing in Needham and Wells Avenue Office Park in Newton, as well as the Highland Avenue/Needham Street commercial corridor.



The N² Innovation District is home to an increasing number of innovative businesses—new and established, large and small. This area will be comprised of retail, office space and open space integrated with housing and nearby transit, providing an affordable and desirable place to create, prosper, and adapt to an evolving business climate. Newton and Needham have experienced strong job growth over the past ten years, showing 6% growth in employment from 2005 to 2015. Some of the innovative companies located in the N² Corridor itself include.¹⁸ Some of the companies include:

- Trip Advisor:
Trip Advisor moved its Corporate Headquarters to Needham in 2015. The offices are contained in a six story, 280,000 square-foot building located at 300 First Avenue in the Needham Business Park. The new office building can accommodate 1,500 employees.
- PTC:
The company has acquired 24 other software companies since 1988. The company has offices located on Kendrick Street. PTC currently employs 1,000 people.
- Turbine:
Turbine is a developer and operator of online entertainment. The company recently expanded its 45,000-square-foot facility by an additional 24,000 square feet. The studio employs more than 350 people.
- Verastem:
Verastem is a clinical-stage Biopharmaceutical company. In 2015, the company moved to Needham from Cambridge and signed a lease for a 15,000-square-foot space on Kendrick Street in Needham.
- Shark Ninja:
Shark Ninja is relocating its Headquarters to Needham and recently signed a lease for a new 150,000 square foot office building in the Needham Crossing. The company reports that they are looking to hire more than 100 employees.

In addition, Northland Investment Corporation has unveiled the conceptual outlines of a project that could dramatically transform the section of Newton, located on the Needham line. The project encompasses multiple properties totaling more than 28 acres on and near Needham Street and may include up to 950 rental units, a mix of market and affordable units.

The above businesses are just an example of larger businesses relocating to Needham Crossing. As commercial development increases, there will be an increase to vehicular traffic and pedestrians. With these numbers increasing, there's a high probability that more motor vehicle offenses will occur, traffic crashes, and crimes in general. Having increased patrol coverage and visibility in this area will not only allow officers to provide adequate police services, but will serve as a deterrent. Towns, such as Dedham and Westwood, have seen an increase retail related crimes and calls for service due to the commercial growth.

¹⁸ Camoin Associates | N2 Innovation Corridor – Economic Development & Marketing Strategy

**Traffic**

With the Add-a-Lane project underway, accessibility to the Needham Crossing and overall, the N² corridor will be improved; however, public transportation is limited. The Eliot and Newton Highland stations on the Green Line are the nearest T stations, both approximately two miles away from the N² corridor. With the growth of the commercial and residential district and the limited public transportation to the area, the amount of traffic flow has increased. Officers have already seen an increase to MV crashes. Due to the number of motor vehicles travelling in and out of that area on a daily basis, officers will have to perform more selective enforcement in the area of Needham Crossing in an effort to keep everyone safe.

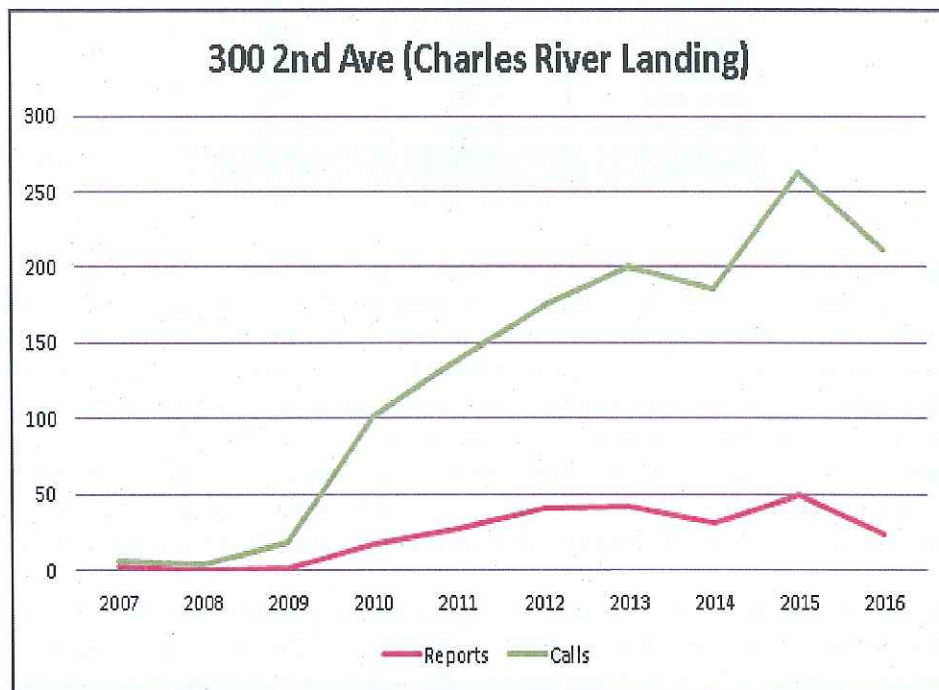
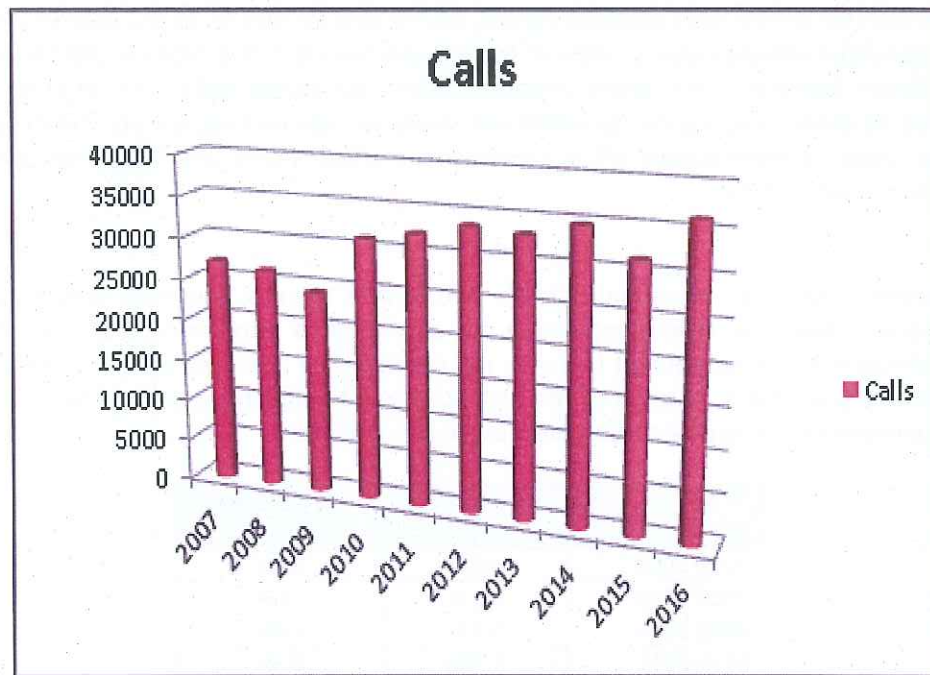
Crashes			
	2016	2015	2014
Highland Ave/2 nd Ave	3	4	2
4 th Ave/Kendrick St	9	6	3

Crashes that are more serious in nature (i.e. motor vehicle v. pedestrian) require a higher level of investigatory skill. The Needham Police Department currently has two officers trained for accident reconstruction. This training is comprised of three sections- Basic Crash Investigation, Advanced Crash Investigation and Crash Reconstruction, each section requiring 80 hours of training. Investigations of this magnitude take expertise and time. For instance, for the motor vehicle v. pedestrian crash that occurred in December 2016 on Webster Street, the accident reconstruction officer has dedicated 18-20 hours to date on the investigation. In addition to responding to the scene, the officer applied for a search warrant to access the Event Data Recorder from the vehicle. Additional resources are utilized to assist with downloading the data and the crash analysis is performed. This is still an ongoing investigation.

The motor vehicle v. pedestrian crash that occurred on Christmas Eve also required a higher level of investigation and is still an ongoing investigation. The accident reconstruction officer has dedicated 6-10 hours so far on this investigation that includes applying for a search warrant for the Event Data Recorder and the analysis of the data.

Calls for Service Analysis

Overall, calls for service are on the rise. This can be attributed to the increase in motor vehicle traffic, mental health related calls, the number of multi-family facilities and hotels being built, and the number of commercial/retail establishments under construction. The two charts below indicate that overall the calls for service have increased though the years and Charles River Landing call for service have increased as well.



Dedham and Westwood have experienced commercial growth over the past several years, and have seen an increase in calls for service, including, but not limited to: MV crashes, counterfeit currency, identity theft, shoplifting, larceny, and stolen motor vehicle reports.



Although the calls for service have declined slightly, 34,368 calls in 2014 to 31,462 calls in 2016, officers have completed more offense reports. Offense reports rose from 1,729 in 2014 to 1,887 in 2016. As the police department becomes more service oriented, officers are taking more time on calls, conducting follow-up investigations, reaching out to additional resources, and writing reports. Often calls require some type of follow-up investigation, which consumes the officer's time, and frequently takes him/her away from normal patrol duties.

Schools

Needham currently has five Elementary Schools, two Middle Schools, one High School, two private schools and one college. The school population has continued to increase steadily over the past 10 years. The Needham Police department currently has two full-time police officers who serve as School Resource Officers. One SRO is assigned to the high school and maintains an office there. The second officer is responsible for the middle schools and elementary schools.

School Year	Enrollment	Percentage Change
2007/2008	5,013	0.4%
2008/2009	5,115	2.0%
2009/2010	5,311	3.8%
2010/2011	5,358	0.9%
2011/2012	5,409	1.0%
2012/2013	5,476	1.2%
2013/2014	5,523	0.9%
2014/2015	5,519	-0.1%
2015/2016	5,581	1.1%
2016/2017	5,588	0.1%
Increase	575	11.5%

Source: DESE

The growing school enrollment has, and will, continue to put pressure on the Department in several areas. With the increase in enrollment comes an increase in vehicular and pedestrian traffic, parking complaints, and traffic complaints such as speeding in and around the neighborhoods surrounding the schools. One of the areas that currently impacts staffing is school crossing coverage. The ability to have extra staff to alleviate some of these issues is critical to the ability to provide effective police services and keep the children safe. The Department covers 62 school crossings on a daily basis. Currently there are approximately 18 crossing guards who cover the 62 assignments. A majority of the crossing guards are on their second career after retirement, and are prone to miss crossings, some regularly, during inclement weather. It is very difficult to hire crossing guards due to the hours and commitment required.

If more than one crossing guard calls out sick, it is up to patrol to supplement the crossing guards. A majority of these crossings are between seven and eight o'clock in the morning. Filling these crossings, which is a priority, diverts officers from the patrol shift. Covering two shifts in the morning typically requires diverting two officers from the road, leaving one officer and one sergeant on the road to cover the Town. The Department is experiencing an increase in calls involving students with various issues such as cybercrime, theft, bullying, and social media. School safety issues require that more officers be available to respond and to ensure safety of students/teachers. On an average, the Pollard Middle School generates about 115 calls for service annually and the High School generates about 230 calls for service annually. The Walker School creates additional challenges for police officers. The Walker School



provides intensive services for children and youth facing complex emotional, behavioral, and learning challenges and generates about 155 calls for service annually. Multiple patrol units in addition to the shift supervisor are dispatched to the calls for service at the Walker School for several reasons. Often, officers are assisting with the search of a child with different types of challenges. It is paramount that the child is located as quickly as possible to protect the child from harming himself/herself or others. Many calls result in mutual aid and K-9 assistance in the search. Frequently, the call results in a mental health transport.

Increased staffing would allow more officers to engage in community policing to forge a bond with the students and would allow for officers to implement various programs to educate and connect with students through programs such as a student police academy, self-defense, and computer safety classes.

In the last several years, the Needham Police Department has worked in collaboration with the Needham School District in increasing awareness and implementing a plan to respond to threat-based scenarios. Unfortunately, we live in a world where violence in schools is increasing, and the need to focus on active shooter type scenarios is a reality. In July 2014, the Massachusetts Task Force Report on School Safety and Security required that school and public safety officials collaborate to formulate a multi-hazard evacuation plan for schools. One aspect of that plan is the active shooter/violent intruder response.

In response to this requirement, the Department has worked side by side with the schools in the development, training, and implementation of the A.L.I.C.E. protocol. This provides preparation and a plan for individuals and organizations on how to more proactively handle the threat of an aggressive intruder or active shooter event. Whether it is an attack by an individual person or by an international group of professionals intent on conveying a political message through violence, A.L.I.C.E. Training option based tactics have become the accepted response, versus the traditional "lockdown only" approach. Protection and safety must be the priority in an Active Shooter event or Terrorist Attack.

The implementation process is ongoing and the training is done on a yearly basis. The SROs are actively involved in this process, as are members of the detective bureau and administrative staff. In addition, the Needham Police Department has put together an emergency response guide/book for each school that includes a blueprint on many aspects of our response including such things as school keys, floor plans, numbered locations and evacuation guidelines. The Department trains annually on violent intruder/active shooter type scenarios.

Recommendations

The work performed by the Needham Police Department has become more complex. Calls concerning domestic violence, mental illness and substance abuse always tie up two units, often for protracted periods of time. Each of these call types requires a written report. When units are tied up on calls or reports, fewer units are on the road to respond to calls for service. Officers assigned to foot patrol are constantly called off their beats to handle radio calls because sector cars are tied up. The numbers of officers assigned to each shift are at or near minimum staffing levels. Because the numbers are close, the Department fills a lot of shifts on overtime when officers get injured, take vacation time, sick time or attend training. This is an expensive alternative and results in limited officers working more hours.

Needham has seen a steady and moderate commercial and residential growth. The residential growth, which appears to have increased slightly over time, has begun to show a steady increase over the last



several years. This is due in part to the increase in residential developments, nursing home units and the commercial development in the Needham Crossing location. As we have outlined in this document, Needham is growing in all areas and the demand for service will continue to grow with it. Despite this growth, Needham Police staffing is not at the level it was prior to 1990. Since this growth is expected to continue, it is critical to ensure the Needham Police has the staffing levels necessary to maintain the safety of the community. We recommend funding for four full time positions. Below is an explanation of our current staffing followed by our recommended staffing options.

Midnights (12 am- 8 am)

The current staffing required is a three officer minimum on the road and one sergeant. Under current staffing, two cruisers cover either sector 3 and 4 or 1 and 2 (or some variation thereof). The third officer is assigned to the umbrella car (UC), which is the primary back up officer providing Town wide coverage. This deployment can become an officer safety concern, as the closest back up officers maybe on the opposite side of Town.

Days (8 am- 4 pm)

The current staffing requires a five officer minimum on the road and one sergeant. At minimum staffing, there are four cruisers assigned to the four sectors, one officer assigned to the desk, and there is no UC car to back up officers or handle calls for the sector units who are tied up on calls or reports. This means that officers from one sector are forced to respond away from their sector to assist.

Evenings (4 pm- 12 am)

The current staffing requires a five officer minimum on the road plus one sergeant. If at the minimum we have four cruisers assigned to the four sectors and one officer assigned to the desk. At minimum we do not have a UC car to back up officers or handle calls for the sector units who are tied up on calls or reports. This means that officers from one sector are forced to respond away from their sector to assist. If units are tied up on multiple calls dispatchers may stack or hold lower priority calls. Currently, the 8:00 a.m. – 4:00 p.m. shift complements are above average; however, on the 4:00 p.m. – 12:00 a.m. and 12:00 a.m. to 8:00 a.m. run at the minimum staffing 30% of the time.

Staffing Options

The first option would be to add two officers to community service/outreach to augment patrol with follow up services that are needed and two officers to the patrol staff to balance the shift compliments. The first officer would be assigned to elder affairs, mental health, domestic violence and substance abuse. The primary duties would be to provide follow up services to residents who fall into one of the above categories and to provide community outreach and education. In the last several years the Department has seen an increase and demand for health services related to our elderly population and from people who suffer from mental illness.

A majority of the time with a mental illness call, officers transport the party to the ER for treatment. This takes two officers to transport the patient or, in cases where the ambulance transports the patient, one officer in the ambulance and one following. This process can tie up two officers for numerous hours leaving the shift short-handed. If this were to happen on a midnight shift that would leave the Town with a sergeant and one patrol officer in town. Unfortunately, there are individuals who are transported multiple times a year.



This new position would allow the community service officer to be proactive in following up with the individual and coordinating services that can help predict future episodes and prevent reoccurrences.

The same philosophy would apply to incidents that involve domestic violence and elderly residents. Although, the Department performs well on-scene with these cases, follow-up services are lacking due to limitations with staffing. Having the ability to have an officer who will collaborate with other town or state agencies to problem solve in order to assist some of the most vulnerable residents is an important part of policing. Norfolk County District Attorney's Office and Chiefs from Norfolk County strongly recommends that departments assign an officer as a Domestic Violence Officer.

The second community service officer would be assigned as the liaison to the Needham business community, Needham Crossing, Needham Housing Authority and project development. The ability to have one officer to be the contact person for the business community in regards to development, community affairs and the coordination of ongoing road and building projects would greatly improve efficiency and eliminate redundancy. The officer would be more accessible to the Needham Housing authority and have the ability to foster relationships and create a committed presence. This officer would also be responsible to coordinate with the business community on upcoming projects that may impact roadways around our business districts.

The third and fourth officers would be placed in the patrol rotation in order to balance the patrol staff. The addition of the new officers will ensure that a UC car is available on all day and first half shifts.

The Department has one community service officer who is responsible for numerous duties and requires an inordinate amount of time working and managing traffic supervisors. Currently, there are 22 traffic supervisors who cover 66 crossing sites every school day in the morning and afternoon. The school crossings are a priority for the department and must be filled if vacant. The Community Service Officer is responsible to track and enter attendance and coordinate with the various shifts about crossing vacancies. The officer is also responsible for various aspects of school safety programs and works with the school department to implement and educate students and staff on various safety related issues. The duties that are mentioned above now fall under the Community Service Officer, who already has a full plate. The groups listed above deserve more attention.

An alternative option would be to add one community service/outreach officer who would be responsible for a combination of the duties listed in Option 1. The other three officers would be spread through the patrol division in order to balance the shift complements. The addition of the new officers would allow the Department to ensure there is a second UC car on all day and first half shifts. This proposal would add a UC car to cover sector 3 and 4 which covers the lower end, Needham Crossing and the Needham Mews area. The second UC would cover sector 1 and 2. Not only would this provide more coverage in the designated patrol areas, it would also provide a measure of bench strength that would allow the Department to cover patrol vacancies due to illness, vacation, injury and vacancies without paying overtime or ordering to the shifts.

Additionally, adding the third officer to the rotation on the midnight to eight shifts would ensure that each sector is covered by one unit instead of one unit for two sectors. Not only would this provide more coverage in the designated patrol areas, it would also provide a measure of bench strength that would allow the Department to cover patrol vacancies due to illness, vacation, injury and vacancies without paying overtime.



Conclusion

The Town of Needham has seen a change in the growth of the community, school enrollment, residential and commercial development. Needham has become a desired and sought after destination for both commercial development and residential living. With easy access to route 128, Mass Pike, Route 9 and Route 95, Needham is an attractive place to live, work and play.

Needham Crossing continues to expand to include commercial office space, residential units, and retail opportunities.

The N² Innovation District in Needham and Newton is expected to expand further in the next few years with plans already in place to add hundreds of units of apartments and condominiums, a grocery store, two new hotels, restaurants and retail. The addition of a dedicated exit ramp into the corridor from I-95 and already funded plans to improve other roadways and add bike lanes and sidewalks will only increase the overall pedestrian and motor vehicle presence in Needham on a daily basis.

The number of uniformed staff in the Needham Police Department has not changed since 2000, and the total uniformed staff is still less than it was prior to 1990. Call volume has been increasing gradually with calendar year 2016 call volume at approximately 36,000 calls for service. There was a slight dip in calls in 2015 that we attribute to two factors. First, the harsh winter resulted in extremely cold temperatures and record-breaking snowfall. Second, the Department converted to a new computer aided dispatch system. With the new system came a steep learning curve that resulted in transition period for the officers and dispatchers. The calls for service graph on page 34 shows the overall increase in calls between 2007 and 2016. In 2007, the Department responded to approximately 26,000 calls compared to 36,000 in 2016.

The Needham Police Department has made great strides in community engagement. Members of the Department serve on numerous committees or groups that work collaboratively to educate, problem solve and engage various populations in an attempt address issues before they escalate into a police related call. Policing today is so much more than fighting bad guys, it is about the community working together to solve the community's problems. Community service is an area that should be expanded to address the Town's most vulnerable residents.

Moving forward, the Department proposes the deployment of four additional officers as outlined in Staffing Option 1. Policing over the years has changed and the work performed by the Needham Police Department has become more complex and time consuming. For instance, a car accident that involves just property damage may take one to two officers 1-3 hours to complete, where a more complex personal injury accident, like the one on Webster Street in December, 2016, occupies several officers for numerous hours and even days to complete the investigation. A routine arrest will tie up a sergeant and a minimum of two officers for several hours in order to complete the booking and bail process.

The main benefit to Staffing Option 1 will allow the Department to bolster the community outreach/services position. As it stands now, officers do a good job at handling the calls for service but the Department lacks the resources to better follow up in certain situations due to limited manpower. Having the ability to have dedicated personnel to work with mental health, elderly and domestic violence related issues would allow the officer to address certain issues and refer to the appropriate services prior to a reoccurring event. For example, we have dealt with one individual over 30 times



since 2014 in regards to substance and mental illness related issues. The process to help this individual is a long and arduous task and not suitable for a patrol officer to handle. It would mean a lot to the family to have one contact within the police department who is familiar with the individual assisting the family through these very difficult times. This approach will impact the repeated calls for the same individual or problem. Knowing how dangerous these calls can be, any way we can limit our response is a positive outcome for all.

The second community service officer would allow us to have an officer dedicated as the liaison to the Needham business community, Needham Crossing, the Needham Housing Authority and special projects. This officer would be responsible to coordinate with the business community on upcoming projects that may impact roadways around our business districts. This will improve operational efficiency as the flow of information to the department can flow through one officer instead of several officers, as now happens.

Moreover, an officer would be more accessible to the Needham Housing Authority and have the ability foster relationships and create committed presence with housing authority residents. The third and fourth officer would be placed in the patrol rotation in order to balance the patrol staff. Currently, there are typically four sector cars and a UC car on the day and evening shift. The addition of the new officers would allow the Department ensures a second UC car on all day and first half shifts. This would add a UC car to cover sector 3 and 4 which covers the lower end, Needham Crossing and the Needham Modera area and the second UC would cover sector 1 and 2. Not only would this provide more coverage in the designated patrol areas, it would provide a measure of bench strength that would allow us to cover patrol vacancies due to illness, vacation, injury and vacancies without paying overtime.

Here in Needham, our residents expect and deserve a high level of service from our employees and funding four officers will help our efforts to engage the community in problem solving while providing added coverage for our changing and diverse population, and to address current and changing demands from commercial, residential and retail development.



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 04/12/2017

Agenda Item	Downtown Infrastructure/Streetscape Update
Presenter(s)	Rick Merson, Director of Public Works

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Director of Public Works will update the Board on the current status of the Downtown Infrastructure/Streetscape project.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
None. Discussion only.	
3.	BACK UP INFORMATION ATTACHED
(Describe backup below)	
None.	



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 4/12/2017

Agenda Item	Close Special 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 May 8, 2017 Special Town Meeting.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
<i>Suggested Motion:</i> That the Board vote to close the warrant for the May 8, 2017 Special 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 Warrant dated April 5, 2017	

TOWN OF NEEDHAM



SPECIAL TOWN MEETING WARRANT

MONDAY, MAY 8, 2017

7:30 P.M.

JAMES HUGH POWERS HALL, NEEDHAM TOWN HALL

1471 HIGHLAND AVENUE

DRAFT 4.7.17

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 EIGHTH DAY OF MAY, 2017

At 7:30 in the afternoon, then and there to act upon the following articles:

FINANCE ARTICLES

ARTICLE : APPLICATION OF BOND PREMIUM

To see if the Town will vote to supplement each prior vote of the Town that authorizes the borrowing of money to pay costs of capital projects to provide that, in accordance with Chapter 44, Section 20 of the General Laws, the premium received by the Town upon the sale of any bonds or notes thereunder, less any such premium applied to the payment of the costs of issuance of such bond or notes, may be applied to pay project costs and the amount authorized to be borrowed for each such project shall be reduced by the amount of any such premium so applied; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

GENERAL ARTICLES

ARTICLE 1: APPROVE TAX INCREMENT FINANCING PLAN AND TIF AGREEMENT

To see if the Town will vote to:

1. Approve the Tax Increment Financing (TIF) Plan and TIF Agreement pursuant to Massachusetts General Laws Chapter 40, Section 59, between NBCUniversal Media, LLC, and the Town of Needham for property in Needham Crossing located on a portion of Parcel 74 on the Town of Needham Assessor's Map No. 300, as shown on a Plan entitled "NBCUniversal Media Economic Opportunity Area," dated March 22, 2017 and prepared by the Town of Needham Engineering Division, with a street address of 189 B Street and which comprises approximately 7.81 acres, which TIF Plan and Agreement provide for real estate tax exemptions over a ten (10) year period at the exemption rate schedule set forth therein, subject to approval by the Economic

Assistance Coordinating Council (EACC) of the Commonwealth of Massachusetts; the TIF Plan and TIF Agreement are all on file at the office of the Town Clerk;

2. Ratify the execution of the TIF Agreement by the Board of Selectmen, and any documents related thereto, and authorize the Board of Selectmen to take such other actions as are necessary or appropriate to implement those documents; and

3. Authorize the Board of Selectmen to apply to the EACC under the Economic Development Incentive Program for approval and designation of the NBCUniversal Media Economic Opportunity Area, TIF Zone, and TIF Plan; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

CAPITAL ARTICLES

ARTICLE : APPROPRIATE FOR PROPERTY ACQUISITION

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE: APPROPRIATE FOR RENTAL OF OFFICE SPACE

To see if the Town will vote to raise and/or transfer and appropriate a sum for the rental of office space, 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: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE: APPROPRIATE FOR TOWN HALL STAIR MODIFICATION

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$200,000 for modification and repair of Town Hall staircases, 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: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE : RESCIND DEBT AUTHORIZATION

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
RTS Soil Remediation	2012 October STM	16	\$400,000	\$116,000
Total				\$116,000

or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

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

RESERVE ARTICLES

ARTICLE : APPROPRIATE FOR WORKERS COMPENSATION FUND

To see if the Town will vote to raise and/or transfer and appropriate a sum to the Workers Compensation Reserve Fund, said sum to be raised from the Tax Levy; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE : APPROPRIATE TO ATHLETIC FACILITY IMPROVEMENT FUND

To see if the Town will vote to raise, and/or transfer and appropriate a sum to the Athletic Facility Improvement Fund, as provided under the provisions of MGL c. 40, sec. 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: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE : APPROPRIATE TO CAPITAL IMPROVEMENT FUND

To see if the Town will vote to raise, and/or transfer and appropriate a sum to the Capital Improvement Fund, as provided under the provisions of MGL c. 40, sec. 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: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Explanation:

ARTICLE : APPROPRIATE TO CAPITAL FACILITY FUND

To see if the Town will vote to raise and/or transfer and appropriate a sum to the Capital Facility Fund, as provided under the provisions of MGL c. 40, sec. 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: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE : APPROPRIATE TO DEBT SERVICE STABILIZATION FUND

To see if the Town will vote to raise and/or transfer and appropriate a sum to the Debt Service Stabilization Fund, as provided under the provisions of MGL c. 40, sec. 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: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

GENERAL ARTICLES

ARTICLE: ACCEPT M.G.L. c. 138 SECTION 33B/SALE OF ALCOHOL ON SUNDAY FOR ON-PREMISES LICENSEES

To see if the Town will vote to accept the provisions of M.G.L. c. 138 Section 33B to authorize on-premises licensees to sell alcoholic beverages between the hours of 10:00 a.m. and 12:00 noon on Sundays, the last Monday in May and on Christmas Day or on the day following when said day occurs on Sunday; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

CITIZENS' PETITIONS

Seeking to Amend Section 3.2.6 **Uses in the Mixed Use-128 District**, Section 3.2.6.2 **Uses Permitted by Special Permit**, subsection (h) so that it reads:

(h) Veterinary office and/or treatment facility and/or animal care facility, including but not limited to, the care, training sitting, and/or boarding of animals.

By deleting the words “convalescent stays but not” and inserting “and/or animal care facility” after the words “treatment facility” and inserting the words “care, training sitting and/or” between the words “including” and “boarding”.

INSERTED BY: Anne Marie Doyle, et. al.
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

And you are hereby directed to serve this Warrant by posting copies thereof in not less than twenty public places in said town at least fourteen (14) days before said meeting.

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

Given into our hands at Needham aforesaid this 12th day of April, 2017.

MATTHEW D. BORRELLI, Chairman
MARIANNE B. COOLEY, Vice Chairman
DANIEL P. MATTHEWS, Clerk
JOHN A. BULIAN
MAURICE P. HANDEL

Selectmen of Needham

A TRUE COPY

Attest:

Constable:



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 4/12/2017

Agenda Item	Positions on Warrant Articles
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will review articles contained in the Annual Town Meeting Warrant.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
<i>Suggested Motion:</i> That the Board vote to support (not to support) article _____ in the Annual Town Meeting Warrant.	
3.	BACK UP INFORMATION ATTACHED
a. Status of Articles (4.6.17) b. 2017 Annual Town Meeting Warrant Final Draft provided under separate cover	

Status of Articles 4.6.2017

#	Article	Status	BOS Position	FC Position	BOS	FC	CPC	Planning
1	Annual Town Election							
2	Committee Reports							
3	Establish Elected Officials' Salaries		Adopt	Adopt	Dan	Rick L		
4	Fund Collective Bargaining Agreement/NIPEA				Dan	Rick L		
5	Accept c. 73 Tax Exemption Limits		Adopt	Adopt	Moe	Ken		
6	Appropriate for Property Tax Assistance		Adopt	Adopt	Dan	Carol		
7	Appropriate for Senior Corps		Adopt	Adopt	Moe	Barry		
8	Appropriate for Matching Funds N ² District		Adopt		Matt	Barry		
9	Appropriate for Environmental Assessment		Adopt	Adopt	Dan	Tom		
10	Appropriate Classification/Compensation Study		Adopt	Adopt	Dan	Rick L		
11	Appropriate for Town Owned Land Surveys		Adopt	Adopt	Marianne	Carol		
12	Appropriate for Fleet Refurbishment		Adopt	Adopt	John	Louise		
13	Appropriate for Public Facilities Maintenance		Adopt	Adopt	John	Ken		
14	Appropriate for Full Day Kindergarten Study		Adopt	Adopt	Marianne	Barry		
15	Appropriate FY2018 Operating Budget		Adopt	Adopt	Marianne	Rick Z		
16	Appropriate for FY2018 RTS Budget		Adopt	Adopt	John	Louise		
17	Appropriate for FY2018 Sewer Budget		Adopt	Adopt	John	Louise		
18	Appropriate for FY2018 Water Budget		Adopt	Adopt	John	Louise		
19	Amend General By-laws Revolving Funds		Adopt	Adopt	Dan	Ken		
20	Authorize Departmental Revolving Funds		Adopt	Adopt	Dan	Barry		
21	Authorize Revolving Fund Adult/Continuing Ed.		Adopt	Adopt	Dan	Ken		
22	Authorization for State Funds for Public Ways		Adopt	Adopt	Matt	Barry		
23	Amend Zoning By-law – Dimensional Residential				Marianne	Carol		
24	Amend Zoning By-law – Side Yard Setback				Moe	Carol		
25	Amend Zoning By-law – Height Residential				Marianne	Carol		
26	Amend Zoning By-law – FAR Single Res. B				Moe	Carol		

Status of Articles 4.6.2017

#	Article	Status	BOS Position	FC Position	BOS	FC	CPC	Planning
27	Amend Zoning By-law – Side Yard Setback					Carol		
28	Amend Zoning By-law – Garage Setback					Carol		
29	Amend Zoning By-law – Lot Coverage				Marianne	Carol		
30	Amend Zoning By-law – Front Side SP				Moe	Carol		
31	Amend Zoning By-law Marijuana Moratorium		Adopt	No Position Taken	John	John		
32	Authorize Eminent Domain – Rosemary		Adopt	Adopt	Dan	Dick		
33	Appropriate CPA Rosemary		Adopt		Matt	Rick Z		
34	Appropriate CPA Cricket Field Renovation		Adopt	Adopt	Moe	Tom		
35	Appropriate CPA Elementary School Trails		Adopt	Adopt	John	Tom		
36	Appropriate CPA Reservoir Trail		Adopt	Adopt	John	Tom		
37	Appropriate to CPA Fund		Adopt		Marianne	Tom		
38	Appropriate GF Cash Capital		Adopt	Adopt	Marianne	Dick		
39	Appropriate PW Infrastructure	Amend		Adopt	Matt	Louise		
40	Appropriate Public Safety Design		Adopt	Adopt	Matt	John		
41	Appropriate Pollard School Bathrooms		Adopt	Adopt	John	Barry		
42	Appropriate HS Chiller Replacement		Adopt	Adopt	Matt	Rick Z		
43	Appropriate for HS Expansion	Preamble			Marianne	Barry		
44	Appropriate for Fuel Island	Amend		Adopt	Moe	Louise		
45	Appropriate for DPW Storage Facility		Adopt	Adopt	Moe	Louise		
46	Appropriate for Memorial Park Design	Amend			Matt	Barry		
47	Appropriate for RTS Cash Capital		Adopt	Adopt	John	Ken		
48	Appropriate for Wastewater System Rehab.		Adopt	Adopt	John	Ken		
49	Appropriate for Water Cash Capital		Adopt	Adopt	John	Ken		
50	Appropriate for Water Service Connections		Adopt	Adopt	Marianne	Ken		
51	Appropriate for Water Distribution		Adopt	Adopt	Marianne	Louise		

Status of Articles 4.6.2017

#	Article	Status	BOS Position	FC Position	BOS	FC	CPC	Planning
52	Appropriate for Workers Compensation Fund	Amend			Dan	Rick L		
53	Appropriate for Athletic Facility Fund		Adopt		Matt	Tom		
54	Appropriate for Capital Improvement Fund		Adopt		Matt	Dick		
55	Appropriate for Capital Facility Fund	Amend			Marianne	Dick		
56	Appropriate for Debt Service Stabilization Fund		Adopt		Marianne	Dick		
57	Amend General By-law – Permits		Adopt	Adopt	John	John		
58	Amend General By-law – Future School Needs		Adopt	Adopt	Marianne	Rick Z		
59	Amend General By-law – Hawkers Peddlers		Adopt		Dan	John		
60	Amend General By-law – Street Banners		Adopt		Moe	John		
61	Accept Access Easement – South Street		Adopt		John	John		
62	Accept MGL Affordable Housing Trust		Adopt		Moe	Rick L		
63	Accept MGL Speed Limitations		Adopt		John	Rick L		
64	Citizens Petition – Food Trucks		Motion to Refer	Not Adopt*	Dan	Barry		
65	Omnibus							
	*But could support if amended.							
	Special Town Meeting							
1								
2								
3								
4								
5								
6								
7								
8								

Status of Articles 4.6.2017

#	Article	Status	BOS Position	FC Position	BOS	FC	CPC	Planning
9								
10								



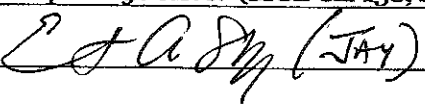
**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 04/12/2017

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

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

EVENT INFORMATION SHEET
(Please complete and attach event flyer or other information.)

Event Manager Name (Name that will appear on license)	ERNEST A. STUBBS JR. (JAY)		
Event Manager Address	20 LAUREL DR. NORDHAM MA 02492		
Event Manager Phone Number	617-534-1232		
Organization Representing (if applicable)	VILLAGE CLUB		
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	☒ Non-profit ☐ For profit ☐ Proof of non-profit status is attached Form of Proof: <u>503-C6</u>		
Name of Event	MIDFIELD DANCE STUDIO		
Date of Event	03/31/17		
License is for Sale of:			
☐ Wines & Malt Beverages Only ☒ All Alcoholic Beverages (for non-profit groups only)			
Requested Time for Liquor License	FROM:	TO:	
	19:00	23:00	
Are tickets being sold in advance for this event?	☐ YES \$	/per ticket	☒ NO
Is there an admission fee for this event?	☐ YES \$	/per ticket	☒ NO
Are you using dues collected to purchase alcohol for this event?	☐ YES	☒ NO	
How many people are you expecting at this event?	100		
Name & address of event location. Please attach proof of permission to use this facility.			
VILLAGE CLUB 83 MORTON ST. NORDHAM MA. 02494			
Who will be serving the alcohol to your guests?			
BOB MEARLS			
Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate).			
BOB MEARLS			
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan.			
PURCHASE FROM BAR			
☒ I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))			
Event Manager Signature:			Date: 03/31/17

**Agreement
Between the
Town of Needham
and the
Needham Firefighters Local 1706 for Unit C**

July 1, 2016 through June 30, 2019

TABLE OF CONTENTS -- FIRE UNIT C FY 2017 – FY 2019

ARTICLE	TITLE	PAGE
1	Recognition Persons Covered by this Agreement	3
2	Union Security -- Dues Deductions	3
3	Management Rights	5
4	Appointment and Promotion	5
5	Hours of Work and Overtime	6
6	Detail Assignments	7
7	Holidays	8
8	Vacations	9
9	Authorized Unpaid Leave of Absence	10
10	Court Leave	11
11	Military Leave	11
12	Non-Occupational Sick Leave	12
13	Injury on Duty	14
14	Temporary Modified Work Program	15
15	Bereavement Leave	16
16	Clothing	16
17	No Strike Clause	16
18	Stability of Agreement	17
19	Settlement of Grievances	17
20	Separability and Subordination to Existing Law	19
21	Effect of Agreement	20
22	Wages	20
23	Educational Incentive Compensation	23
24	Indemnification	25
25	Indemnification of Retired Firefighters	26
26	Duration of Contract	26
27	Miscellaneous Provisions	27
	Needham Fire Union Drug & Alcohol Policy	29

THIS AGREEMENT made and entered into this 1st day of July, 2016, by and between the Town of Needham (hereinafter called the "Town") acting by and through its duly designated representatives, and Local 1706, International Association of Firefighters, AFL-CIO, Unit C (hereinafter called "Local 1706"), 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 an election held on February 25, 1974, the Local 1706 was duly certified as the exclusive bargaining agent for all Deputy Fire Chiefs excluding the Fire Chief, Captains, Lieutenants and Firefighters, and all other municipal employees of the Town of Needham; 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 of 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, the Town recognizes Local 1706 as the sole and exclusive bargaining agent for the Deputy Fire Chiefs 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 this 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 a 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 – DUES DEDUCTIONS

Section 1. 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.

Effective after March 8, 1978, employees covered by this Agreement who are not members of the Union shall be required, as a condition of continued employment, to pay to the Union an agency service fee as authorized by Sections 12 of the Massachusetts General Laws, Chapter 150E, and 17G of the Massachusetts General Laws, Chapter 180.

Section 2.

- (a) The Town agrees that through its duly authorized representative in accordance with the provisions of Chapter 180, Section 17A of the General Laws of Massachusetts, as amended, it will request the Town Treasurer to deduct membership dues from the salaries of firefighters who have voluntarily submitted a written authorization in the form set forth below and all other conditions have been complied with as prescribed by said Section 17A.
- (b) The Town agrees that through its duly authorized representative in accordance with the provisions of Chapter 150E, Section 17G of Massachusetts General Laws, it will request the Town Treasurer to deduct the agency service fee referred to in Section 1. of this article from the salaries of firefighters who have voluntarily submitted a written authorization which conforms to the requirements and conditions prescribed by Section 150E.
- (c) Dues or agency service fees, as aforesaid, will be deducted in equal monthly payments. No such monthly deduction shall be required prior to thirty (30) days from the date of receipt of the appropriate authorization forms as provided for in the preceding paragraphs (a) and (b) of this Section 2. For this purpose any authorization heretofore furnished the Town shall meet this requirement until revoked in writing.

The amount so deducted will be remitted in accordance with such authorization to Local 1706, provided that the Town shall be under no obligation to make any such deduction after the termination of the term of this Agreement or after the receipt of revocation, in accordance with the terms thereof.

- (d) Local 1706 shall indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town in reliance upon documents or cards or other information furnished to the Town by Local 1706 in complying with any of the provisions of this Article. Further, the Town shall incur no liability for loss of dues or monies after the Union receives said monies in person from the Town Treasurer.
- (e) Dues Authorization Card

DUES AUTHORIZATION CARD

TO: Town of Needham
Town Treasurer
Needham, Massachusetts 02192

I hereby request and authorize the Town Treasurer to deduct from my earnings and transmit to Local 1706 any amount sufficient to provide for the regular payment of monthly membership dues as certified by Local 1706.

This authorization shall remain in effect (1) until the termination of the Agreement between the Town and Local 1706 for such deductions or, (2) my written revocation of this

authorization, which shall become effective 30 days after the receipt of such revocation by the Town Treasurer.

I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Town and all of its officers and agents from any liability therefor.

Date _____

Signature _____

Address _____

Section 3. Local 1706 or its duly authorized representative will certify to the Town Treasurer in writing the current monthly rate of its membership dues. Local 1706 further agrees that it will notify the Town Treasurer of any changes in monthly rate of its membership dues at least 60 days prior to the effective date of such change.

ARTICLE 3 **MANAGEMENT RIGHTS**

The listing of the following specific rights of management is not intended to be in limitation of the rights of the Town, the Board of Selectmen, the Town Manager and the Fire Chief. Responsibilities which are inherently those of management shall remain such whether or not specifically listed hereafter.

- (a) Among such management responsibilities as are vested exclusively in the Town, the Town Manager and the Fire Chief are the following: The right to hire, promote, transfer, assign and retain employees in positions and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the Fire Department.
- (b) The Town, the Town Manager and the Fire Chief shall have the freedom of action to discharge their responsibility for the operation of the Fire Department, including the scheduling of operations, the method and materials used in carrying out the function of the Fire Department and the extent to which its own or other facilities and/or personnel shall be used.

ARTICLE 4 **APPOINTMENT AND PROMOTION**

Section 1. The Town agrees to appoint and to promote in accordance with the Civil Service Law and rules.

ARTICLE 5
HOURS OF WORK AND OVERTIME

Section 1.

- (a) The average regular work week over an eight week cycle as established by the Fire Chief for all employees covered by this agreement shall be 42 hours. The regular work schedule shall consist of one twenty-four hour shift commencing at 8:00 a.m. and concluding at 8:00 a.m. the following day. The regular work week shall consist of one (1) 24 hour period on duty followed by three (3) 24 hour days off duty.
- (b) The applicable provisions of Chapter 48, Section 58C of the General Laws of Massachusetts, as amended, shall apply to hours of duty in excess of the average regular work week. The Fire Chief shall be solely responsible for determining whether an employee is given time off or such employee is paid for such period of overtime duty as provided in Section 58C.
- (c)
 - 1. It is understood that the conversion to the "twenty-four hour shift" shall not apply to the Deputy Chief of Operations, the designated Fire Inspectors, or firefighters assigned to temporary modified work programs in accordance with Article 14, Section 5 of this Agreement.
 - 2. The average regular workweek on an eight-week cycle for Deputy Chief of Operations and the Fire Inspectors shall be forty (40) hours. For the Deputy Chief of Operations, one "shift," "tour," or "day" shall mean eight (8) hours. For the Fire Inspectors, one "shift," "tour," or "day" shall mean ten (10) hours.
 - 3. The Deputy Chief of Operations shall be charged eight (8) hours for each tour of accrued or other leave use, and the Fire Inspectors shall be charged ten (10) hours for such leave use.
- (d)
 - 1. The twenty-four hour shift shall retain all aspects of the current 10 and 14 hour schedule so that current practices with regard to leave time remain intact. The terms "shift," "tour," and "day" as appearing in this Agreement are synonymous and shall continue to mean one (1) 10 hour day or one (1) 14 hour night and not the full 24 hour period unless specifically indicated as such.
 - 2. Vacation An employee will be charged 10 hours for a day tour (8:00 a.m. to 6:00 p.m.) and 14 hours for the night tour (6:00 p.m. to 8:00 a.m.) in accordance with the provisions of Article 8.
 - 3. Sick Leave An employee will be charged one "tour" for each day or night absent due to illness in accordance with the provisions of Article 12.

4. Personal Leave An employee will be charged one day or one night, as appropriate in accordance with the provisions of Article 9.
 5. Union Business An employee will be charged one day or one night, as appropriate, in accordance with the provisions of Article 9.
- (e) Nothing shall prohibit the Fire Chief from conducting training sessions for employees in the evening and/or on weekend hours.
 - (f) The 24 hour shift shall not serve to increase or decrease the benefit level of any section of the contract not specifically enumerated herein.

Section 2. Hourly overtime rate of pay is figured by taking actual rate of pay in classification, dividing it by number of weeks in the year (52), dividing the answer to above by number of hours in average work week (42) for Fire Department and then multiplying previous figure by one and a half.

Section 3. The payroll week shall consist of any 7 consecutive days used by the Town for payroll purposes.

Section 4. An employee called back to work shall be guaranteed a minimum of four (4) hours work at time and one half. This guarantee of four (4) hours shall not apply if any employee is called to work within the four (4) hour period immediately prior to the regular starting time of his/her shift.

Section 5. Any employee who completes his/her regular shift, then is recalled back for court appearance, shall be guaranteed a minimum of four (4) hours of work at overtime rate of pay.

ARTICLE 6

DETAIL ASSIGNMENTS

Section 1. Detail assignments outside of the Fire Department consist of those performed for another Town department or private organization or individual.

Section 2. All such detail assignments shall in each instance be offered by the Fire Chief or his or her designee to those who are willing to volunteer and the Fire Chief will endeavor to maintain on an evenly distributed and rotating basis consistent with the right to volunteer concept.

Section 3. It is the policy of the Town to 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 firefighter, within the judgment of the Fire Chief, is not impaired or such work does not adversely affect the performance capability during regular tours of duty or official duties when assigned by the Chief.

Section 4. In no event shall any additional detail assignments be performed without the prior approval of the Fire Chief or his or her designee in part due to the following:

- (a) It is the duty and responsibility of the Fire Chief to protect the interest of the Town to see that certain risks and liabilities are adequately assumed by appropriate private organizations or individual as determined by the Chief.

- (b) The fiscal responsibility of the Fire Chief and the Finance Department to comply with the provisions of M.G.L. c 44 Section 53C accepted under Article 20 of the 1973 Annual Town Meeting.

Section 5. Detail Rates shall be paid according the following schedule:

Basic Rate	\$48
------------	------

Section 6. Details worked for the Town of Needham shall be paid according to the following schedule:

Basic Rate	\$41
------------	------

For the purposes of this section, Town details shall be defined as work performed at the request of and paid for by a Town department, excluding work performed at the request of outside contractors.

Section 7. 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 8. Firefighters working paid details shall be guaranteed a minimum of four (4) hours pay. Firefighters working between four (4) and six (6) hours for Town details shall be paid for a minimum of six (6) hours. Those working between six (6) and eight (8) hours for Town details shall be paid for a minimum of eight (8) hours. Firefighters working non-Town 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 Firefighter shall be paid at an additional half time for all hours or a portion thereof, worked in excess of eight (8) hours.

ARTICLE 7

HOLIDAYS

Section 1. The Town recognizes the following holidays for the purpose enumerated below, for all employees covered by this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Half Holiday the Day before Christmas Day
Independence Day	Christmas Day

Section 2. For the purposes of this Article, any of the above-mentioned holidays which fall on Sunday shall be deemed to fall on the following Monday, except the day before Christmas, Christmas, and New Year's Day. A holiday shall be deemed to be the 24 hour period from midnight of the day on which the holiday falls.

Section 3. Holiday Pay Members of the bargaining unit shall receive one fourth of a week's pay (10.5 hours) for each of the eleven holidays and 5.25 hours pay for the half holiday the day before Christmas day, to be paid weekly. It is understood that Holiday Pay will not be included in the calculation of overtime.

Section 4. Holiday Premium Any employee, covered by this agreement, who is scheduled to work either the 8 a.m. - 6 p.m. or the 6 p.m. - 8 a.m. shift on the holiday, and who works on such holiday, shall be paid an additional 5.25 hours pay for one of the eleven (11) holidays or 2.625 hours for working the day before Christmas.

Section 5. 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 premium.

Section 6. 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 entitled to holiday premium for both holiday shifts as well as overtime pay, if applicable.

ARTICLE 8 **VACATIONS**

Section 1. Scheduling Vacation time may be taken by an employee after 72-hour notice.

Section 2. Eligibility Employees must be on the payroll as of July 1 of any fiscal year in order to be eligible to receive vacation leave allowance credit for the prior fiscal year, except as provided in Section 4.

Section 3. Use and Accumulation The vacation year for all employees shall be the period from July 1 to June 30. Vacation leave allowance must be taken in the vacation year immediately following the one in which it is earned. Vacation leave credit shall not be cumulative from one vacation year to another except when an employee's vacation scheduled for the month immediately preceding the date on which it is due to expire is canceled by the Fire Chief to meet an emergency or offset a critical personnel shortage. In such instances, the amount of such canceled vacation leave may be carried over into the next vacation year.

Section 4. Members of the bargaining unit on approved Injury on Duty status in accordance with Article 10 after March 1st of the fiscal year, and who have been on approved IOD status for more than thirty (30) days in that fiscal year may have the Town buy back the remainder of their vacation leave, at their regular rate of pay, available as of June 30th of the fiscal year.

Section 5. Employee Termination or Death Whenever employment is terminated through dismissal through no fault on the part of the employee, or by retirement, or by an employee eligible to receive a vested pension from the Needham retirement system, or by entrance into military service under orders, or by death, the employee shall be paid an amount equal to the vacation allowance as earned and not yet granted in the vacation year prior to such termination. In addition, payments shall be made for that portion of the vacation leave earned in the vacation year during which the termination occurred, up to the time of the employee's separation from the payroll.

Section 6. Amount of Paid Vacation Leave Allowance

- (a) Employees who have been employed for less than twelve (12) months as of July first (1st) shall be granted paid vacation leave allowance at the rate of one shift for each complete calendar month of continuous employment in the prior fiscal year, up to but not exceeding eight (8) shifts.
- (b) Vacation leave allowance shall be granted to eligible employees after one year of continuous service, as follows:

<u>Length of Continuous Service</u>	<u>Vacation Leave Allowance July 1</u>
One (1) Year but less than Five (5) Years	4D 4N
Five (5) Years but less than Ten (10) Years	6D 6N
Ten (10) Years but less than Twenty (20) Years	8D 8N
Twenty (20) or more Years	10D 10N

- (c) Granting of the third, fourth, and fifth vacation weeks to eligible employees with the required length of service shall be made as of July 1 of the fiscal year in which the employee's fifth, tenth or twentieth anniversary occurs, respectively, for use during that fiscal year.

ARTICLE 9
AUTHORIZED UNPAID LEAVE OF ABSENCE

Section 1. Unpaid Leave of Absence

- (a) At the discretion of the Fire Chief, members of the bargaining unit may be permitted an unpaid leave of absence of up to two weeks duration, upon submission of a written request therefore stating the reason and length of the requested leave.
- (b) Requests for leaves of absence of longer than two weeks duration must be submitted in writing and approved in advance by the Town Manager, as well as the Fire Chief.
- (c) Employees granted leaves of absence in excess of thirty (30) days, will not be eligible to earn vacation, sick or other leave credits for the period of the leave, but may be permitted to continue insurance coverage at the employee's expense. Longevity and leave eligibility dates will be adjusted by the number of days equal to the leave of absence.

Section 2. Personal Business One 24 hour shift leave of absence with full pay shall be granted for personal business during any fiscal year with written approval of the Fire Chief and shall be requested in writing at least forty-eight (48) hours prior to the date selected. It is understood that the day tour will be covered on an overtime basis and the night tour will be included in the daily fallback amount.

Section 3. Union Business Upon timely written request, the Town agrees to grant a total of not more than twenty-eight (28) tours (one day or one night) off with pay in each fiscal year for

Union business. It is agreed that the Town is not required to cover any union business tours on an overtime basis.

One member of the bargaining unit who is employed by the Town and is elected as an officer of the Professional Firefighters of Massachusetts (PFFM) shall be granted leave without loss of pay (and with full direct and fringe benefit compensation) to conduct the business of the PFFM. The maximum number of tours (one day or one night) to be covered annually shall be ten (10). It is agreed that the Town is not required to cover any PFFM union business tours on an overtime basis.

Section 4 Administrative Leave The Fire Chief 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 Firefighter's conduct, or the Firefighter's involvement in a traumatic event. The period of paid administrative leave may be extended by mutual agreement of the parties. The placement of a Firefighter on paid administrative leave shall not be grievable.

ARTICLE 10

COURT LEAVE

Section 1. Court leave of absence shall be granted to any member of the bargaining unit who (1) is called to serve upon a jury or (2) is summoned to appear in court as a witness or (3) shall request court leave for the purpose of appearing in court as a defendant or litigant. Such leave shall be granted only for the period of such jury service or for the period during which said employee is required to be in court; and it shall in no way affect the employment rights of said employee.

Section 2. If the jury or witness fees, exclusive of travel allowances, received by said employee for such jury duty or for service as a witness in court shall be less than the regular rate of compensation received by him/her from the Town, the difference between said fees and said regular rate of compensation shall be paid to such employee by the Town. If the amount of such fees received by such employee shall exceed the regular rate of compensation received by him/her from the Town, no compensation shall be paid to him/her by the Town for the period of his/her jury duty or witness duty; provided, however, that to qualify for any payment by the Town hereunder, the employee aforesaid must furnish the Town Accountant with complete and satisfactory evidence of the jury or witness fees paid. As used in this paragraph, the phrase "regular rate of compensation" shall mean the amount of salary or wages which the Town would pay to such employee for the hours of work which he/she would normally perform during the fiscal time period otherwise consumed by his/her jury or witness service.

Section 3. When court leave is granted to an employee to appear in court as a defendant or litigant, it shall be granted without pay; provided however, that the said employee may, with the approval of the Chief, substitute one day of court leave with pay for one day of vacation leave with pay due to said employee during the year in which such court leave with pay is granted.

ARTICLE 11

MILITARY LEAVE

Section 1. Reserve Service An employee who is a member of a state or federal military reserve unit shall be entitled to leave of absence from a permanent position for required military

service under orders for a period not to exceed seventeen (17) days per calendar year, up to one normal working week of such leave to be with full regular straight-time pay for normally scheduled work hours.

Section 2. Draft Board Appearances and Physicals Military leave of absence with full regular straight time pay for normally scheduled work hours shall be granted to employees on occasion of their required appearance under orders before armed forces draft boards or for physical examinations required by such boards.

Section 3. Active Duty Military leave of absence without pay shall be granted to employees called under orders for active duty with the state or federal armed forces for compulsory service other than the annual routine tour of duty for training purposes.

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

ARTICLE 12

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

Effective July 1, 2001, members of the bargaining unit shall accrue one and one quarter (1 ¼) tour of 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." For the purposes of sick leave buy back in accordance with Section 7 below, for Units A and C, one sick tour shall be equivalent to 12 hours, provided, however, that one tour for the Deputy Chief of Operations shall be equivalent to eight (8) hours and one tour for the Fire Inspectors shall be equivalent to ten (10) hours. When calculating sick leave buy back in accordance with Section 7 below for the Deputy Chief of Operations and the Fire Inspectors, the Town shall calculate the buy back for these tours using the equivalent of twelve (12) hours per tour. Tours accrued after the assignment as Deputy Chief of Operations or Fire Inspector shall be calculated using the applicable equivalent (eight or ten, respectively). For the purposes of sick leave buy-back, the sick leave bank shall be calculated as follows: the total accrued sick leave hours (based on 8, 10 or 12 hour tours) expressed in tours of 12 hours (total hours in bank divided by 12).

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 represented employees shall be allowed to use up to three (3) tours of non-occupational sick leave when available per fiscal year for illness of a parent, spouse or child of the employee.

During each fiscal year, there shall be charged to the employee's total non-occupational sick leave bank the total number of tours absent from work because of non-occupational illness. An employee who reports for work and who leaves due to illness prior to 1:00 p.m. will be charged for one day (10

hours) and one night (14 hours). An employee who reports for work and who leaves due to illness after 1:00 p.m. but before 1:00 a.m. will be charged one night (14 hours). An employee who reports for work and who leaves due to illness after 1:00 a.m. will not be charged non-occupational sick leave for the absence

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 appropriate authority or department head by the employee or the employee's family or physician.

Section 5. Certification of Illness, Injury or Quarantine The Fire Chief shall investigate and ascertain the validity of any request for non-occupational sick leave made by an employee, and shall approve the same if satisfied as to the validity of the request. A physician's certificate may be required by the Chief in any case of non-occupational sick leave.

Section 6. Extended Sick Leave

- (a) When a member of the bargaining unit has exhausted available non-occupational sick leave credits, 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 Fire Chief, 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 credit, 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 and absence record. Granting of extended sick leave is subject to availability of appropriation.
- (d) Any granting of extended sick leave shall be made on the terms established by the Town Manager, in his/her sole discretion, as to vacation or other leave eligibility accruals, and the computation of continuous service, during the period of the absence.

Section 7. Non-occupational Sick Leave Buy-Back

- (a) 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 credit outstanding after proper adjustments are made for the current fiscal year. 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.
- (b) Members of the bargaining unit who have not attained ten years of service with the Town of Needham as of June 30, 2012 shall be subject shall be subject to a 1,440

hour (120 day) cap on the number of sick days to be used in calculating the 25% sick leave buy-back at retirement. The 1,440 cap shall not be construed as limiting the accumulation of non-occupational sick leave.

Section 8. Fitness for Duty Members of the bargaining unit will 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 24 hour shifts, or after hospitalization or surgery.

ARTICLE 13 **INJURY ON DUTY**

When a member of the bargaining unit is incapacitated for duty because of injury or illness sustained in the performance of 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 Needham Fire Department Injured on Duty Policy.

Section 1. Determination of IOD Status The determination of eligibility for IOD status in accordance with M.G.L. Chapter 41 Section 111F shall be made as promptly as possible after application is made, by the Town Manager or his/her designee. Prior to the approval of eligibility for benefits under this section, the employee may be placed on non-occupational sick leave. 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 an employee who requests benefits under this section to submit to physical or psychological (if psychological injury is claimed) examinations (limited to matters involved in the injury) within 14 calendar days of the request, at the expense of the Town, prior to being placed on IOD status. The results of such examination will be reviewed by the Town Manager or his/her designee as the basis for a determination as to whether or not the employee is entitled to Injured on Duty benefits.

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 this Agreement or to file an appeal under the applicable provision of Massachusetts General Law.

Section 4. Accruals During the first two (2) years of employment, employees shall accrue sick leave while on IOD status. After the first two years of employment, employees shall not accrue sick leave for any month in which the employee is on IOD status for the entire calendar month.

Section 5. Medical Case Management Upon application of a firefighter, the Town Manager shall review all requests for indemnification and make payment for reasonable hospital, medical, surgical and other expenses under M.G.L. Chapter 41, Section 100. If the Town Manager denies an application in whole or in part, he/she shall set forth in writing his/her reasons and provide a copy to the applicant. Injured employees will be required to provide medical information release forms (limited to the injury in question) from all relevant medical providers.

Section 6. Injury on Duty Policy Incorporated herein and considered an integral part thereof is the Injury on Duty Management Policy dated May 3, 1995.

Section 7. Members of the bargaining unit who accept benefits under this Article and in accordance with M.G.L. Chapter 41 Sections 100 and 111F thereby and forever waive a claim for benefits for the same injury in any forum.

ARTICLE 14

TEMPORARY MODIFIED WORK PROGRAM

Section 1. If a physician designated by the Town of Needham determines that a firefighter receiving IOD benefits is eligible for temporary modified work, the Fire Chief may assign that firefighter to a temporary modified work program. Failure of the firefighter to comply with the temporary modified work program may result in suspension of IOD benefits. Disputes with regard to a firefighter's ability to perform temporary modified work will be resolved in accordance with Section E(1)(g) of the Injury on Duty Policy dated May 3, 1995.

Section 2. 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 Fire Chief may assign that employee to a temporary modified work program.

Section 3. Temporary modified work duties shall be in the Fire Department and shall include, but not be limited to the following:

- a. information and data gathering;
- b. education (speaking in schools);
- c. canvassing of businesses;
- d. inspecting, provided that such assignment does not displace the Inspectors or affect their overtime opportunities;
- e. computer data entry;
- f. record keeping;
- g. perform watch as assigned;
- h. driving a car;
- i. answering the telephone;
- j. any other task agreed to by the Chief and Local 1706, IAFF.

Section 4. The Fire Chief, at his or her sole discretion, may limit the number of firefighters on temporary modified work plans at any given time. TMWP shall be reviewed on a periodic basis and notice shall be provided to the firefighter whether or not the TMWP is to continue. In no event will a firefighter be authorized for TMWP in excess of six (6) consecutive months without advance approval of the Town Manager or his/her designee.

Section 5. The Fire Chief may change the work schedule of the firefighter 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 firefighter's need for on-going treatment.

Section 6. Firefighters on TMWP may attend educational and recertification classes that are determined by the Fire Chief to be unlikely to hinder recovery but shall not be eligible for any other overtime or detail assignments except in extraordinary circumstances with the advance approval of the Fire Chief or his or her designee.

ARTICLE 15

BEREAVEMENT LEAVE

Section 1. Bereavement leave without loss of regular straight-time pay for normally scheduled working hours, not to exceed five (5) consecutive calendar days per occurrence, shall be granted to any employee on account of a death in the immediate family of the employee; immediate family to include spouse, parents, parents of spouse, children, brothers, sisters, grandparents and grandchildren of the employee. Such leave shall be taken either commencing with the death or notification of death, or concluding two calendar days after the funeral, memorial, or other such service, unless an alternate period is approved by the Fire Chief.

Section 2. Bereavement leave of up to one twenty-four shift without loss of regular straight-time pay for normally scheduled working hours may be granted per occurrence for the death of an employee's brother-in-law, sister-in-law, aunt or uncle.

ARTICLE 16

CLOTHING

Section 1. Uniforms The following articles of uniforms shall be provided by the Town: hat, blouse, overcoat, pants, black tie, dress shirts, two work shirts and two work pants. An employee's request for replacement of any article of uniform damaged or destroyed while on duty will be honored promptly. Employees shall not wear articles of uniform listed above except while on duty, or to or from duty. Each deputy shall be entitled to an annual maximum allowance of \$300.00 for uniform replacement when approved by the Chief as necessary.

Section 2. Protective Clothing The following equipment, such as helmets, rubber or canvas coats, night hitches, boots or any protective clothing necessary to perform Fire Department work, shall be provided by the Town and shall be replaced subject to approval of the Chief.

Section 3. Footwear Members of the bargaining unit will receive a \$100 payment on or about July 1st of each fiscal year for the purchase of black uniform shoes as approved by the Fire Chief.

ARTICLE 17

NO STRIKE CLAUSE

Recognizing that it is specifically provided in Chapter 150E of the General Laws to be unlawful for any employee of Local 1706 to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services, Local 1706 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 Unit C of the Needham Fire Department.

ARTICLE 18
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 Local 1706 to insist in any one or more incidents upon performance of any of the terms or conditions of this Agreement shall not be considered as waiver or relinquishment of the right of the Town or of Local 1706 to future performance of any such terms or condition, and the obligation of Local 1706 or of the Town to such future performance shall continue in full force and effect.

ARTICLE 19
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 the Fire Chief. Such grievance 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 Local 1706, but nothing in this Article shall prevent individual employees from presenting their own grievances, provided that representatives of Local 1706 are given notice of any grievance meeting between the Town and an individual employee, and an opportunity to attend such meeting, and further provided that any settlement of such individual grievances shall not be inconsistent with the terms of the Agreement.

Section 2. It is anticipated that the Town and Local 1706 will make a sincere effort to reconcile their differences. The following procedures are established for settlement of grievances:

Section 3. 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.

The foregoing statement of grievance content standards shall not prevent Local 1706 from changing its position as to one (1) or more of the elements of grievance content in the course of pursuing the grievance procedures.

Section 4. Step One Any grievance must be presented for informal discussion within ten (10) business days of the occurrence of the event(s) giving rise to the grievance, or, within ten (10) business days of Local 1706's gaining knowledge of such event(s), whichever is later.

Section 5. Step Two Any grievance left unresolved after a five (5) business day period devoted to such informal discussion may be presented to the Chief in written form within five (5) business days of the termination of the informal discussion period. The Chief must make his/her decision in writing within five (5) business days after receipt of the grievance unless it is agreed by Local 1706 that additional time to answer is allowed. If the grievance is denied by the Chief, the Chief must set forth in writing the reasons for such denial.

Section 6. Step Three Should the grievance remain unsettled, it shall be presented to the Director of Human Resources within ten (10) business days after the decision of the Chief is rendered, 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 Local 1706 that additional time to answer is allowed.

Section 7. Step Four

- (a) Should the Union wish to appeal the decision of the Director of Human Resources, it shall present the grievance to the Personnel Board within ten (10) business days after the decision of the Director of Human Resources is rendered, 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.
- (b) 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, two (2) members of the Board of Selectmen and the Town Manager.
- (c) The JRC shall present its findings to the Personnel Board. Three (3) affirmative votes of the JRC will be required to overturn the decision of the Director of Human Resources (Step 3). If the JRC is deadlocked, voting two (2) for and two (2) against the previous ruling, the Personnel Board shall then issue a decision based upon the majority vote of the Personnel Board.
- (d) The Personnel Board will issue a decision within 30 business days of 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 8. Arbitration

- (a) Should the grievance remain unsettled after the decision of the Personnel Board, Local 1706 may, by giving written notice to the Town Manager, submit the grievance to arbitration. Such notice shall be given within fifteen (15) business days from the date of the decision of the Personnel Board. If such written notice is not given, the grievance shall be deemed to be settled.
- (b) In the event that Local 1706 elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and be governed by, the following procedure: The arbitrator is to be mutually selected by the Town and the Union. If the Town and Local 1706 cannot agree within fifteen (15) business days after the written notice

specified above of the intention to arbitrate, then the party demanding arbitration shall, within five (5) business days thereafter, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrators are then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

- (c) The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearings shall be shared equally by Local 1706 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 Personnel Board or the Town Manager have any personal obligation for payment under the provisions of this contract.
- (d) The arbitrator's award shall be in writing and shall set forth the arbitrator's findings of fact with reasoning and conclusions. The arbitrator shall arrive at his/her decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Town or Fire Chief other than those expressly set forth herein. The award of the arbitrator shall be final and binding upon the Town, its officers and agents and upon Local 1706 and the employees whom it represents.
- (e) Notwithstanding anything to the contrary, no dispute or controversy shall be the subject of arbitration unless it involves the interpretation or application of provisions of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

Section 9. Any decision relating to eligibility for non-occupational sick leave, pursuant to the Compensation Adjustment Option program contained in Article 25 shall be at the sole discretion of the Fire Chief and shall not be subject to the grievance procedure contained in this article.

ARTICLE 20

SEPARABILITY AND SUBORDINATION TO EXISTING LAW

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

Subject to the provisions of Chapter 150E of the General Laws, nothing in this Agreement shall diminish the authority and power of the Civil Service Commission, any Retirement Board or Personnel Board established by law.

ARTICLE 21 EFFECT OF AGREEMENT

- (a) This Agreement contains and constitutes the entire Agreement between the Town and Local 1706, Unit C, 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.
- (b) 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, 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.
- (c) 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 terms and conditions of this Agreement.
- (d) No provisions of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.
- (e) 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 22 WAGES

Unit C - July 1, 2016									
	Weekly Hours	1	2	3	4	5	6	7	New Step
Deputy	42				\$35.67	\$37.25	\$38.79	\$40.73	\$41.55

Unit C - January 1, 2017									
	Weekly Hours	1	2	3	4	5	6	7	8
Deputy	42				\$38.17	\$39.86	\$41.51	\$43.58	\$44.46

Unit C - July 1, 2016									
	Weekly Hours	1	2	3	4	5	6	7	New Step
Deputy of Operations	40						\$44.74	\$47.02	\$47.96

Unit C - January 1, 2017									
	Weekly Hours	1	2	3	4	5	6	7	8
Deputy of Operations	40						\$47.87	\$50.31	\$51.32

Unit C - July 1, 2017									
	Weekly Hours	1	2	3	4	5	6	7	8
Deputy	42				\$38.94	\$40.66	\$42.34	\$44.45	\$46.24

Unit C - July 1, 2017									
	Weekly Hours	1	2	3	4	5	6	7	8
Deputy of Operations	40						\$48.83	\$51.32	\$53.38

Unit C - July 1, 2018									
	Weekly Hours	1	2	3	4	5	6	7	8
Deputy	42				\$39.33	\$41.07	\$42.76	\$44.89	\$46.71

Unit C - January 1, 2019									
	Weekly Hours	1	2	3	4	5	6	7	8
Deputy	42				\$39.73	\$41.48	\$43.19	\$45.34	\$47.18

Unit C - July 1, 2018									
	Weekly Hours	1	2	3	4	5	6	7	8
Deputy of Operations	40						\$49.32	\$51.83	\$53.91

Unit C - January 1, 2019									
	Weekly Hours	1	2	3	4	5	6	7	8
Deputy of Operations	40						\$49.81	\$52.35	\$54.45

The word "rates" as used in this article only includes base salary and does not include such matters as incentive pay, longevity, night differential or special rates.

Annual Dispatching Payment Upon the implementation of civilian and/or Police/Fire Dispatching, the Town will provide each member of bargaining units A and C with a \$100 annual payment in July of each year.

EMT Effective July 1, 2008 all registered Emergency Medial Technicians (EMT) shall be granted additional compensation of 5.0% annual base salary to be paid weekly.

Defibrillation Differential Effective July 1, 2011, a differential of 3% of annual base salary will be paid weekly for certification in defibrillation. Effective January 1, 2017 the 3% "defibrillation differential will be rolled into the base hourly rates.

Director of Emergency Management Services The Town Manager may annually appoint a member of the bargaining unit to serve as Director of Emergency Management Services. The Director of Emergency Management will be paid a stipend of \$2,000 per year, but will not be eligible to receive this stipend in addition to any other contractual stipend. The stipend and overtime paid to the Director of Emergency Management associated with the Emergency Management program will not be paid out of the \$445,000 contractual overtime appropriation. The Town Manager may rescind this appointment with 30 days' notice (which

action shall not be subject to the arbitration provisions of this Agreement) provided that a statement of reasons for such action has been given, and, if requested, a hearing has been held.

Haz-Mat Response Team Stipend -- The Town will pay an annual stipend in the amount of \$3,000 to the member(s) of either Bargaining Unit A or C who is/are the official member(s) of the Haz-Mat Team and who completes all requirements for such membership in accordance with the rules and regulations issued by the Haz-Mat Policy Board. Payment will be made after certification of training has been received by the Town, and will not be paid in the event that the State fails to fund the program or if the Town chooses to withdraw from such program. The stipend and any overtime associated with this program paid to the Haz-Mat team member will not be paid out of the \$445,000 contractual overtime appropriation.

Night Differential Effective July 1, 2012, all bargaining unit personnel will receive night differential pay equal to 4% of their annual regular base salary to be paid weekly. Effective January 1, 2017 the 4% night differential will be rolled into the base hourly rates.

Longevity Pay In addition to the step rate increases or advancement provided above, there shall be added to the annual compensation of each full-time employee of the bargaining unit, .005 of base salary after completion of each and every five (5) years of continuous full-time employment, except that at the completion of 19 years of full-time employment each such employee shall receive .01 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.

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 administrative fee charged for other plans will be borne by the participants of those plans. The Town, at its sole option, may terminate non-health insurance cafeteria plans on a Town-wide basis, with 60 days' notice.

Pay Day The Town may at its option and with at least two weeks advance notice move the pay day from Wednesday to the following Friday which shall thereafter be the regular payday.

Rates of Compensation An employee's weekly rate shall be his/her annual rate divided by 52. An employee's hourly rate shall be the appropriate annual rate divided by 52 divided by 42.

Compensation Adjustment Option

1. At anytime an employee may elect a one-time cash payment adjustment to his/her annual compensation package. This payment will be based on the following formula; the current rate of pay multiplied by 25% of the compensation adjustment factor as of the date of enrollment in this option multiplied by twelve (12). The compensation adjustment factor will be a number equal to any portion of an employee's non-occupational sick leave credit

(expressed in tours) accrued as of the date of enrollment and maintained while in the program. The date of enrollment shall be defined as the date of the first payment hereunder. This payment will be made in equal weekly installments over a minimum twelve (12) and a maximum thirty-six (36) months, commencing no sooner than July 1st following the employee's notice of intent to participate which must occur by October 1st for the following fiscal year.

2. An amount of sick leave allocation used as the basis of arriving at the compensation adjustment factor under this option shall remain available for use in accordance with Article 12, Sections 3 and 5; however such amount shall be ineligible to be used for payment under the provisions of Article 12, Section 6.
3. Bargaining unit members may elect a compensation adjustment factor equal to no more than 288 tours of sick leave credit available as of the date of enrollment; provided, however, that such election does not result in a sick bank with fewer than 12 tours as of the date of enrollment. Such notice of intent shall be irrevocable upon the issuance of the first payment, and a specified amount of sick leave credit (not to exceed 288 tours) equal to the number used for the compensation adjustment factor will remain available for use under the provisions of Article 12, Sections 3 and 5. In the event that an employee elects this option and retires while participating in the program, the Town will pay the remainder of the compensation adjustment factor as sick leave buy-back due in a lump sum at severance, in accordance with the provisions of Article 12, Section 7.
4. Nothing in this section shall prohibit members of the bargaining unit from consideration under Article 12, Section 6 of this agreement.

It is understood that compensation adjustment option payments will not be included in the calculation of overtime under this contract subject to the provisions of the Fair Labor Standards Act (FLSA).

Hiring Above the Minimum Entrance Rate Upon the recommendation of the Fire Chief, the Town Manager may approve the payment of a rate of pay higher than the minimum rate at the time of promotion if such payment would result in an increase in pay determined not to be commensurate with the increase in responsibility at the time of promotion.

ARTICLE 23

EDUCATIONAL INCENTIVE COMPENSATION

Section 1. Educational Committee There shall be established an Educational Committee (hereinafter referred to as the "Committee") comprised of the Fire Chief, the Town Manager or his/her designee and a member of Local 1706. It shall be their responsibility to supervise and implement the programs listed below. They shall have the following responsibilities:

- (a) Approval of courses, which have been requested by a Deputy Chief for credit in the Educational Program.
- (b) Certification of credits after submission of proof by a Deputy Chief and authorization for payment of incentive pay.

- (c) Establishing of in-service training courses.
- (d) Approval of payment of career pay upon completion of course.

Section 2. Members of the bargaining unit as of October 1, 2000 may elect to participate in the Education Incentive Program set forth in this Section, or in Section 3 (effective July 1, 2001), but not both. Qualifying members of the bargaining unit shall be paid the amounts set forth in this section, in 52 weekly installments:

For 50% of the credits (30 Semester Hours) necessary for a
qualifying Associates Degree or 25% of credits (30 Semester Hours)
necessary for a qualifying Bachelor's Degree: \$544.50

For having earned a qualifying Associate's Degree or 50%
of credits (60 Semester Hours) necessary for a qualifying Bachelor's Degree: \$998.25

For 75% of credits (90 Semester Hours) necessary for a
qualifying Bachelor's Degree: \$1,452.00

For the purposes hereof, a qualifying degree shall mean a degree conferred by an educational institution accredited by the State in which such educational institution is located upon completion of a course of study:

- (a) in the field of Fire Science; or
- (b) in any field provided that the degree holder has completed such number of credits in areas directly related to Fire Science as is equal to one-half the total number of credits required for such degree.

For the purposes hereof, a qualifying Master's Degree shall mean a Master's Degree conferred by an educational institution accredited by the State in which such institution is located, upon completion of a course of study in the field of public administration, business administration, education, engineering, or any other field if approved in advance by the Education Committee

Section 3. Effective July 1, 2001, members of the bargaining unit who have obtained education levels will be paid the educational incentives listed in this section in 52 weekly installments. For the purposes hereof, a qualifying degree shall mean a degree conferred by an educational institution accredited by the State in which such educational institution is located upon completion of a course of study in the field of Fire Science; or in any field provided that the degree holder has completed such number of credits in areas directly related to Fire Science as is equal to one-half the total number of credits required for such degree.

- (a) **Associate's Degree** Effective January 1, 2010, members of the bargaining unit shall be paid 7.5% of base pay for completion of a qualifying Associate's Degree, or for matriculation in a qualifying Bachelor's Degree program equal to the Associate's Degree level.

- (b) **Bachelor's Degree** Effective January 1, 2010, members of the bargaining unit shall be paid 15% of base pay for completion of a qualifying Bachelor's Degree.
- (c) **Master's Degree** Effective January 1, 2010, members of the bargaining unit shall be paid 15% of base pay for completion of a Master's Degree in Fire Science.

It is agreed that members of the bargaining unit as of October 1, 2000 who are receiving education payment at the Associates Degree/60 credit or 90 credit level, will be entitled to participate in the new education program at the Associates Degree level.

Section 4. In-Service Training An In-Service training program shall be conducted within the Fire Service. The program shall provide a minimum of 60 hours off-duty training. To be eligible for the Transitional Career Incentive pay, an individual 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 in-service courses. Attendance at Massachusetts State Fire Prevention Association and/or Massachusetts Institute of Fire Department Instructors may be used to satisfy the off-duty in-service training requirements. Nothing in this section shall affect on-duty training for which no extra compensation shall be paid.

Section 5. Transitional Career Incentive Pay Deputy Chiefs employed by the Needham Fire Department before October 1, 2009, and who do not receive educational incentive pay, and each year satisfactorily complete 40 hours of off-duty, in-service training, or its equivalent as determined by the Committee shall be paid Career Incentive pay for service in the Needham Fire Department as follows:

For the fiscal year in which the 5th through 9th service anniversary occurs:	\$ 600
For the fiscal year in which the 10th through 19th service anniversary occurs:	\$1,250
For the fiscal year in which the 20 th or longer service anniversary occurs:	\$2,300

Such payments shall be in lump sum increments as determined by the Committee and shall be rendered on any reasonable dates after July 1 and after completion of the in-service training yearly.

Any incentive pays referred to in Article 23 shall not be used to compute holiday or overtime rates.

It is agreed and understood that there shall be no duplication of incentive pays referred to in this Article.

ARTICLE 24

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 a firefighter for action taken in the performance of his/her duty

and the firefighter is found not guilty or the application for the criminal complaint against said firefighter is denied, the Town will reimburse the firefighter for legal fees incurred up to \$250.00 for the hearing on the application for complaint, up to \$750.00 for a district court trial and up to \$2,000.00 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 his/her sole discretion, recommend approval of payment of additional fees.

ARTICLE 25

INDEMNIFICATION OF RETIRED FIREFIGHTERS

Any city operating under a Plan D or Plan E charter which accepts this section by the affirmative vote of two thirds of all the members of its city council, and any other city which accepts this section by a majority vote of its city council with the approval of its mayor, and any town which accepts this section by a majority vote of its inhabitants at an annual town meeting or a special town meeting, may, upon written application by any of its police officers or fire fighters retired either before or after the acceptance of this section under a general or special law specifically relating to retirement for accidental disability, except a special law applicable to one person, or in the event of the death of any such police officer or fire fighter, upon written application by his/her widow/widower, or, if he/she leaves no widow/widower, by his/her next of kin, indemnify, out of any funds appropriated for the purposes of this section, such police officer or fire fighter, or, in the event of his/her death, his/her widow/widower, or if he/she leaves no widow/widower, his/her next of kin, for all reasonable hospital, medical and surgical, chiropractic, nursing, pharmaceutical, prosthetic and related expenses and reasonable charges for podiatry incurred by such police officer or fire fighter after his/her retirement; provided, however, that no person shall be indemnified under this section unless a majority of the members of a panel consisting of (a) the chairman of the Retirement Board of the city or town, (b) the city solicitor, town counsel or other officer having similar duties or a person designated in writing by such solicitor, counsel or officer to act for him, and (c) such physician as the city or town manager, or, if there is none, the mayor or selectmen in writing appoint shall, upon receipt from the applicant of due proof, certify:

1. that the expenses for which indemnification is sought were the natural and proximate result of the disability for which the police officer or fire fighter was retired;
2. that such expenses were incurred after the acceptance of this section;
3. that the hospital, medical and surgical, chiropractic, nursing, pharmaceutical, prosthetic and related expenses and reasonable charges for podiatry to which such expenses relate were rendered within six months before the filing of the application;
4. that such expenses were in no way attributable to the use by the police officer or fire fighter of any intoxicating liquor or drug or to his/her being gainfully employed after retirement or to any other willful act or conduct on his/her part; and
5. that such expenses are reasonable under the circumstances.

ARTICLE 26
DURATION OF CONTRACT

This Agreement shall take effect on July 1, 2012 and shall continue in full force and effect to midnight, June 30, 2016 and shall be subject to re-negotiation for the period beginning July 1, 2016, as hereinafter provided. Until such time as the Town and Local 1706 re-negotiate a mutually satisfactory contract, the terms of the within Agreement shall remain in full force and effect.

Should either or both parties desire to negotiate a new collective agreement for the succeeding year, such party or parties shall, not less than 6 months prior to the expiration date of this Agreement, give notice in writing to the other. 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 Local 1706 from modifying any proposals made during the course of the negotiations.

ARTICLE 27
MISCELLANEOUS PROVISIONS

Section 1. When the Town implements civilian and/or joint Police/Fire dispatching, it may do so subject to the following:

1. the Town will not implement any changes to the dispatching system until the implementation of Enhanced 911 in the Town of Needham.
2. No one who is a member of bargaining unit A or C on July 1, 1995 will be laid off while a civilian or joint dispatcher is retained.
3. Upon implementation of civilian and/or joint Police/Fire dispatching, the Town will provide each member of bargaining units A and C with a \$100.00 annual payment effective the first day of the fiscal year in which the implementation takes place.

Section 2. Drug-Free Workplace Policy Incorporated herein and considered an integral part thereof is the Town of Needham Drug-Free Workplace Policy, dated July 1, 1992.

Section 3. 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 4. Vehicle Use Incorporated herein by reference and considered an integral part thereof is the Town of Needham Vehicle Use Policy dated March 11, 1997.

**Needham Fire Department
Drug and Alcohol Policy
October 1, 2016**

1. INTRODUCTION AND PURPOSE

- 1.1** This policy has been adopted to address potential drug and alcohol abuse by Fire Department personnel, to ensure a safe, healthy 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. These procedures provide the Town with reasonable measures to ensure that drug and/or alcohol use does 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, is intended in part as a means of identifying those who need help.
- 1.3** The Town will not tolerate any drug or alcohol use which could affect an employee'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.

2. PROHIBITED CONDUCT

- 2.1** The following conduct by members of the bargaining unit is prohibited:
 - a. The use, transfer, manufacture, sale or unauthorized possession of illegal drugs.
 - b. The use or unauthorized possession of alcohol on Town property, on Town business, in Town supplied vehicles, in vehicles being used for Town purposes, or during working hours.
 - c. Reporting to or staying at work with the metabolite of an illegal drug in the blood, or with a blood alcohol level of 0.04 or above.
 - d. Driving under the influence of alcohol or drugs while on duty.
 - e. Switching or adulterating any sample.
 - f. Refusing to consent to testing, or refusing to submit a breath or urine sample for testing.

- 2.2 Any employee who is arrested or convicted of a drug-related offense or for driving while intoxicated must notify the Chief within 24 hours of the arrest or conviction, or upon return to duty for his or her next shift, whichever is shorter. Such arrest or conviction will be considered reasonable suspicion and the employee will be required to submit to testing in accordance with section 4.1.2.

3. PROHIBITED DRUGS

- 3.1 Controlled Substances For the purposes of this policy, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs by way of example are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines.

- 3.2 Prescription Medication An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to perform job functions safely and efficiently. Any questions or doubts should be raised with the Fire Chief.

4. TESTING

- 4.1 All members of the bargaining unit will be tested for drugs and/or alcohol under the following circumstances:

4.1.1 New Hires New employees will submit to a drug test before their date of hire.

4.1.2 Reasonable Suspicion of Drug and/or Alcohol Use

- a. When the Town has reasonable suspicion that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test.
- b. The determination of "reasonable suspicion" shall be made based on specific, observable phenomena, such as: direct observation of on-duty alcohol use or possession; direct observation of on-duty or off-duty use or possession of illegal drugs; the display of behaviors which appear to be indicative of the use of any illegal drug or alcohol, and are not attributable to other factors; 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; arrest, indictment, or conviction for a drug-related offense; and/or behavior which is determined to pose a substantial risk of injury or property damage, which is not attributed to other factors, and which appears to be related to drug and/or alcohol abuse.
- c. The determination of reasonable suspicion may be made by the Fire Chief, the Deputy Chief of Operations, or in their absence by two (2) or more trained supervisors (Deputy Chief,

Acting Deputy Chief, Captain, Acting Captain, Lieutenant, and Acting Lieutenant). In those instances when the determination of reasonable suspicion is made by two supervisors, both supervisors will complete and sign an Observed Behavior Reasonable Suspicion Record as shown on Appendix B.

- d. The Town will provide reasonable suspicion training for all members of the Department. Upon implementation of this policy, reasonable suspicion training will be conducted on duty. The Town will provide periodic refresher training for all Department staff that will be conducted on duty. The training is intended to ensure that all personnel are able to identify situations when their own personal safety or that of their coworkers may be at risk by someone exhibiting signs of a substance abuse problem or under the influence of drugs or alcohol. Any employee who feels that his or her wellbeing is threatened by someone who may be either under the influence of drugs or alcohol or who may have a substance abuse problem should report those concerns to any ranking Fire Officer who will then immediately report those concerns to the Fire Chief or make a determination of reasonable suspicion in accordance with section 4.1.2 (c) above.
- e. An employee will be placed on administrative leave while waiting for a test result based on reasonable suspicion.

4.1.3 Post-Incident Any employee involved in an accident, or an incident on the job involving an unsafe practice or violation of a safety rule, standard or policy, either of which results in serious injury or serious property damage, will be directed by the Town to submit to a drug and/or alcohol test.

4.1.4 Return to Duty When an employee 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 employee must have a BAC of less than .02 and/or a verified negative drug test. Without a successful test result, the employee 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.

4.1.5 Follow-up Testing An employee who has violated the drug and alcohol policy, but has not been discharged, may be required to submit to follow-up testing as a condition of his or her continued employment at the discretion of the Fire Chief. A program of follow-up testing will be set forth in writing and will generally continue for a period of no longer than two (2) years. During a follow-up testing period, an employee will be subject to a reasonable number of unannounced tests for drugs and/or alcohol.

4.2 Testing Procedures

4.2.1 Alcohol Testing Alcohol testing will be conducted in accordance with the

Department of Transportation Regulations (49 CFR part 40).

- 4.2.2 Drug Screening Drug screening for prohibited drugs using urinalysis will be conducted in accordance with the Department of Transportation Regulations (49 CFR part 40).

4.3 Re-tests

- 4.3.1 The Urine drug screen process will include provisions for split sample collection in accordance with DOT regulations.

- 4.3.2 Alcohol testing will include provisions for re-testing in accordance with DOT regulations.

- 4.3.3 The Town shall immediately place any employees who have requested a re-test on administrative leave pending the outcome of the re-test.

- 4.3.4 The cost of the re-test will be borne by the employee. If the result of the re-test result is negative, the employee shall be reimbursed for the costs of the test.

- 4.4 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 employee will be deemed a negative result. The sample and the results will be destroyed.

- 4.5 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.

- 4.6 Test results and medical information will be provided to and maintained by the Human Resources Department.

- 4.7 Off-duty employees directed to be tested by the Town in accordance with this policy will be paid overtime in accordance with the applicable provisions of the Collective Bargaining Agreement.

5. SEARCHES

The Town has the right to search for alcohol or drugs on Town owned or controlled property, including in desks, Town vehicles, and lockers, that may conceal substances prohibited by this policy. During any such search one or more union members may be present.

6. CONSEQUENCES OF VIOLATION OF THE POLICY

- 6.1 Employees who test positive for alcohol and/or drugs will be placed on administrative leave.

- 6.2 Employees who are confirmed to have tested positive for drugs or alcohol will be subject to disciplinary action up to and including termination. Employees 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 Section 4.
- 6.3 Employees who agree to enter into a Rehabilitation Agreement in accordance with this policy and Appendix A will have any imposed disciplinary action suspended pending the completion of the rehabilitation, provided that the employee has not tested positive for drugs within the preceding five (5) years or tested positive for alcohol within the preceding three (3) years. An employee who successfully completes the rehabilitation and returns to work in accordance with the provisions outlined below will not be required to serve the imposed disciplinary action. Rehabilitation provisions will apply only to the positive test result; an employee may be subject to additional disciplinary action for any related offense or violation of the rules and regulations of the Needham Fire Department.
- 6.4 Employees 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 employee (or his or her health insurance program, if applicable). Employees will be placed on non-occupational sick leave, accrued leave, or leave without pay status, whichever is appropriate, during the treatment period. Employees who fail to comply with the treatment required by the SAP will be subject to disciplinary action up to and including termination.
- 6.5 Employees 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 employee must comply with prescribed follow-up care, if any.
- 6.6 Employees 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 employee 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.
- 6.7 Failure to adhere to the terms of a rehabilitation agreement shall result in disciplinary action up to and including termination.
- 6.8 If the Town suspends disciplinary action in accordance with section 6.3, time limits for challenging the disciplinary action will begin when and if the disciplinary action is actually imposed.

7. SELF-REPORTING AND SAFE HARBOR

Employees who voluntarily seek substance abuse treatment for alcohol or drugs and who make a written disclosure to the Fire Chief prior to being tested in accordance with Section 4 will not be subject to disciplinary action if they agree to enter into a rehabilitation agreement as set forth under Section 6. The Safe Harbor option will be available to each employee once during his or her career in the Needham Fire Department, and will not be considered a positive test for the purposes of Section 6.6.

Town of Needham

Needham Fire Union Local 1706

Date: _____

Date: _____

Appendix A

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 Fire Chief/designee 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 Fire Chief/designee 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 Fire Chief/designee 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.

Town of Needham

Employee

Appendix B

Town of Needham Observed Behavior Reasonable Suspicion Record

Employee Name	Date Observed
Location	Time Observed From _____ To _____

Record employee observed behavior for reasonable suspicion for the use of alcohol or controlled substances.

☐ Employee is reporting for duty

☐ Employee is already on duty

OBSERVED PERSONAL BEHAVIOR (CHECK ALL APPROPRIATE ITEMS)			
BREATH: (Odor of Alcoholic Beverage)	☐ STRONG ☐ NONE	☐ FAINT	☐ MODERATE ☐ MARIJUANA ODOR
EYES:	☐ BLOODSHOT ☐ CLEAR ☐ DILATED PUPILS	☐ GLASSY ☐ HEAVY EYELIDS	☐ NORMAL ☐ FIXED PUPILS
SPEECH:	☐ CONFUSED ☐ ACCENT ☐ SLURRED ☐ INCOHERENT	☐ STUTTERED ☐ MUMBLED ☐ GOOD ☐ WHISPERING	☐ SHOUTING ☐ SLOW
ATTITUDE:	☐ EXCITED ☐ INDIFFERENT ☐ ERRATIC ☐ COOPERATIVE	☐ COMBATIVE ☐ TALKATIVE ☐ COCKY ☐ PROFANE	☐ HILARIOUS ☐ INSULTING ☐ SLEEPY ☐ POLITE
UNUSUAL ACTION	☐ HICCUPPING ☐ FIGHTING ☐ OTHER	☐ BELCHING ☐ CRYING	☐ VOMITING ☐ LAUGHING
BALANCE	☐ FALLING ☐ SWAYING	☐ NEEDS SUPPORT ☐ OTHER	☐ WOBBLING
WALKING	☐ FALLING ☐ SWAYING	☐ STAGGERING ☐ UNABLE TO STAND	☐ STUMBLING ☐ RIGID
APPEARANCE/CLOTHING	☐ DISHEVELED ☐ HAVING ODOR	☐ MESSY ☐ STAINS ON CLOTHING	☐ DIRTY ☐ PARTIALLY DRESSED
EATING/CHEWING	☐ GUM ☐ OTHER	☐ CANDY ☐	☐ TOBACCO
ANY OTHER UNUSUAL ACTIONS OR STATEMENTS:			
SIGNIS OR COMPLAINTS OF ILLNESS OR INJURY:			

Did employee admit to using drugs or alcohol? ☐ Yes ☐ No _____

When _____ How Much _____ What Substance _____
Where Taken _____

Reasonable Suspicion Test Performed ☐ Yes ☐ No Date ____/____/____ Time ____

Clinic _____
Reasonable Suspicion Test Refused ☐ Yes ☐ No Date ____/____/____ Time ____

Signature of Supervisor _____ Date ____/____/____ Time ____

**Agreement
Between the
Town of Needham
and
Needham Firefighters Local 1706 Unit A**

July 1, 2016 through June 30, 2019

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	Recognition, Persons Covered by this Agreement	3
2	Union Security -- Dues Deductions	4
3	Management Rights	5
4	Duties -- Firefighters	6
5	Appointments and Promotions	8
6	Hours of Work and Overtime	9
7	Detail Assignments	11
8	Manpower	12
9	Holidays	13
10	Injury on Duty	14
11	Temporary Modified Work Program	15
12	Vacations	16
13	Authorized Unpaid Leave of Absence	17
14	Court Leave	18
15	Military Leave	19
16	Non-Occupational Sick Leave	19
17	Bereavement Leave	21
18	Clothing	22
19	No Strike Clause	22
20	Stability of Agreement	22
21	Settlement of Grievances	23
22	Discipline or Discharge	25
23	Separability and Subordination to Existing Law	25
24	Effect of Agreement	26
25	Wages	26
26	Educational Incentive Compensation	31
27	Indemnification	34
28	Indemnification of Retired Firefighters	34
29	Duration of Contract	35
30	Miscellaneous Provisions	36
	Drug and Alcohol Policy	38

THIS AGREEMENT made and entered into as of this 1st day of July, 2016 by and between the Town of Needham (hereinafter called the "Town"), acting by and through its duly designated representatives, and Needham Firefighters Local No. 1706, Unit A, affiliated with International Association of Firefighters, AFL-CIO (hereinafter called "Local 1706, Unit A"), 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 3, 1967, an election held on November 15, 1967, pursuant to said decision, Local No. 1706, was duly certified as the exclusive bargaining agent for all employees in Unit A; and

WHEREAS the parties did enter into an Agreement dated 24th of February 1970, and by this agreement desire to establish a state of amicable understanding, cooperation and harmony consistent with 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 22, 1967, the Town recognizes Local 1706 as the sole and exclusive bargaining agent for Unit A (Firefighters, Lieutenants, and Captains) of the Needham Fire Department 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 this 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 of 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 - DUES DEDUCTION

Section 1. The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of Union membership or lawful Union activities. Representation by Local 1706 in the capacity of bargaining agent should be available to all firefighters in Unit A covered by this Agreement who are eligible for membership.

Effective as of March 8, 1978, employees covered by this Agreement who are not members of the Union shall be required, as a condition of continued employment, to pay to the Union an agency service fee as authorized by Sections 12 of the Massachusetts General Laws, Chapter 150E, as amended, and 17G of the Massachusetts General Laws, Chapter 180.

Section 2.

- (a) The Town agrees that through its duly authorized representative in accordance with the provisions of Chapter 180, Section 17A of the General Laws of Massachusetts, as amended, it will request the Town Treasurer to deduct membership dues from the salaries of firefighters who have voluntarily submitted a written authorization in the form set forth below and all other conditions have been complied with as prescribed by said Section 17A.
- (b) The Town agrees that through its duly authorized representative in accordance with the provisions of Chapter 150E, Section 17G of Massachusetts General Laws, it will request the Town Treasurer to deduct the agency service fee referred to in Section 1 of this Article from the salaries of firefighters who have voluntarily submitted a written authorization which conforms to the requirements and conditions prescribed by Section 17G of Chapter 150E.
- (c) Dues or agency service fees, as aforesaid, will be deducted in equal monthly payments. No such monthly deduction shall be required prior to thirty (30) days from the date of receipt of the appropriate authorization forms as provided for in the preceding paragraphs (a) and (b) of this Section 2. For this purpose any authorization heretofore furnished the Town shall meet this requirement until revoked in writing.

The amount so deducted will be remitted in accordance with such authorization to Local 1706, provided that the Town shall be under no obligation to make any such deduction after the termination of the term of this Agreement or after the receipt of a revocation, in accordance with the terms thereof.

- (d) Local 1706 shall indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town in reliance upon documents or cards or other information furnished to the Town by Local 1706 in complying with any of the provisions of this Article. Further, the Town shall incur no liability for loss of dues monies after the Union receives said monies in person from the Town Treasurer.
- (e) Dues Authorization Card.

Dues Authorization Card

TO: Town of Needham
Town Treasurer
Needham, Massachusetts

I hereby request and authorize the Town Treasurer to deduct from my earning and transmit to Local 1706 an amount sufficient to provide for the regular payment of monthly membership dues as certified by Local 1706.

This authorization shall remain in effect (1) until the termination of the Agreement between the Town and Local 1706 for such deductions or, (2) my written revocation of this authorization, which shall become effective 30 days after receipt of such revocation by the Town Treasurer.

I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Town and all of its officers and agents from any liability therefore.

Date _____
Signature _____
Address _____

Section 3. Local 1706 or its duly authorized representative will certify to the Town Treasurer in writing the current monthly rate of its membership dues. Local 1706 further agrees that it will notify the Town Treasurer in writing of any changes in the monthly rate of its membership dues at least 60 days prior to the effective date of such change.

ARTICLE 3
MANAGEMENT RIGHTS

The Town, the Board of Selectmen, the Town Manager and the Fire Chief respectively reserve and retain all powers, authority and prerogatives not expressly abridged, abrogated or modified by this Agreement. Unless this Agreement expressly makes provisions to the contrary, neither the Town nor

the Selectmen nor the Town Manager nor the Fire Chief 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

DUTIES - FIREFIGHTERS

Section 1. Under the supervision and control of the Chief, the Deputy Chief, Captain, or the Lieutenant on watch, to serve during an assigned shift as a member of a firefighting company; to keep in readiness to respond to fire alarms; to attend fires and assist as directed in extinguishing them and in saving lives and property; and to perform other work as required.

Section 2. Work which would normally be performed by a carpenter, plumber, electrician, painter or work involving the repair of radio equipment will be performed by employees covered by this Agreement on a voluntary basis.

Section 3.

- (a) It is agreed that effective with the Town's acquisition of its ambulance, the employees of the Fire Department will operate an ambulance for emergency purposes only.
- (b) The Town shall equalize as nearly as possible, the number of EMT's assigned to each group.
- (c) One member of the bargaining unit shall be designated by the Fire Chief to be EMS Administrator for the department.
- (d) Newly hired firefighters shall be assigned to a training facility, i.e., Mass. Fire Academy, Boston Fire Academy, or a similar facility, mutually agreed upon by both parties, prior to beginning a regular scheduled shift, and shall not be assigned overtime duty until completion of their training.

Section 4. EMT Certification It is a condition of employment that all firefighters appointed after July 1, 1991 must obtain EMT certification during the applicable probationary period, and maintain such certification thereafter. Failure to obtain or maintain certification as an EMT will result in termination from Town service, unless waived by the Fire Chief and Town Manager in extraordinary circumstances.

Section 5. Civilian and/or Joint Police/Fire Dispatch When the Town implements civilian and/or joint Police/Fire dispatching, it may do so subject to the following:

- (a) The Town will not implement any changes to the dispatching system until the implementation of Enhanced 911 in the Town of Needham.

- (b) No one who is a member of bargaining unit A or C on July 1, 1995 will be laid off while a civilian or joint dispatcher is retained.
- (c) Upon implementation of civilian and/or Police/Fire dispatching, the Town will provide each member of bargaining units A and C with a \$100.00 annual payment effective the first day of the fiscal year in which the implementation takes place.

Section 6. Advanced Life Support The Town agrees to upgrade to the Advanced Life Support level of Emergency Medical Services subject to the following conditions:

- (a) If, in the discretion of the Town, the ALS program, or the implementation of the ALS program, shall result in a situation in which the net increase in costs associated with ALS is not offset by a net increase in revenue associated with ALS, or shall be deemed otherwise not financially feasible, the Town may unilaterally discontinue the ALS program or program implementation, which decision shall not be grievable. To the extent that the defibrillation differential remains a separate pay type, the Town will continue to pay the defibrillation differential to those Firefighters who maintain their defibrillation certification, regardless of the Town's ALS status.
- (b) The Town shall have the discretion to determine the appropriate number of Paramedics necessary for the operation of the Emergency Medical Service.
- (c) Paramedic Certification Employees hired on the basis of paramedic certification or who received tuition and/or the Paramedic Certification Incentive Payment are required as a condition of employment to maintain the Paramedic Certification thereafter except as set forth in sections (g) and (h) below. Failure to maintain such Paramedic Certification will result in termination from Town service, unless waived by the Fire Chief and Town Manager in extraordinary circumstances.
- (d) The Fire Chief shall have the right to transfer Paramedics from one group to another in order to equally balance out the number of Paramedics per group.
- (e) Notwithstanding any rights already retained by the Town, the Town of Needham may hire future firefighter/Paramedics from the "Paramedic Selective Certification" subject to Civil Service regulations.
- (f) The Town and the Union agree to make every effort to maintain the number of paramedics on duty at any time to be consistent with regulations promulgated by the Commonwealth of Massachusetts Office of Emergency Medical Services (OEMS) as of July 1, 2003. These efforts may include the following as necessary to maintain Advanced Life Support (ALS) service: to require paramedic for paramedic overtime coverage for vacation, sick, personal and other leave categories; to limit swaps requested by paramedics to other paramedics; to limit the number of paramedics on vacation at any time; and to hold-over or call-back paramedics to ensure that the requisite number of paramedics are on duty at all times. These practices will be used

on an as-needed basis and shall not be construed for permanent policy changes. Any paramedic called for overtime coverage out of his or her normal rotation will be skipped when his or her name next appears on the normal rotation.

- (g) Firefighter/Paramedics who are promoted in rank or special assignment and thereby removed from the ambulance rotation, and who remain certified, will receive out of rotation paramedic pay in the amount of 4.5%.
- (h) Once and as long as the Town reaches a complement of 32 paramedic in rotation, the most senior paramedic who desires to do so may opt out of the paramedic rotation in accordance with the following:
 - 1. For a paramedic with at least ten years of service as a paramedic in Needham in rotation, no paramedic differential will be paid. In such case, only the 5% EMT differential will be paid.
 - 2. For a paramedic with at least 15 years of service as a paramedic in Needham in rotation, a paramedic differential of 2.25% will be paid, in addition to the 5% EMT differential.
 - 3. For a paramedic with 20 or more years of service, a paramedic differential of 4.5% will be paid in addition to the 5% EMT differential.
 - 4. Paramedics out of rotation must maintain their paramedic certification as a condition of employment.
 - 5. The senior paramedic must make an irrevocable declaration of intent to opt out of the paramedic rotation when notice of the filling of a vacancy is provided to the Union by the Fire Chief. The effective date of the out of rotation status will be the date the new paramedic begins working on the rotation.
 - 6. As of the date of the Agreement, the provisions of the collective bargaining agreement pertaining to stepping down from the paramedic rotation are null and void, with the exception that the three firefighters who have given notice of intent to opt out of the paramedic rotation under the provisions of the collective bargaining agreement dated July 1, 2013 through June 30, 2016.

ARTICLE 5

APPOINTMENTS AND PROMOTIONS

Section 1: The Town agrees to appoint and to promote in accordance with the Civil Service law and rules.

ARTICLE 6
HOURS OF WORK AND OVERTIME

Section 1.

- (a) The average regular work week over an eight week cycle as established by the Fire Chief for all employees covered by this agreement shall be 42 hours. The regular work schedule shall consist of one twenty-four hour shift commencing at 8:00 a.m. and concluding at 8:00 a.m. the following day. The regular work week shall consist of one (1) 24 hour period on duty followed by three (3) 24 hour days off duty.
- (b) The applicable provisions of Chapter 48, Section 58C of the General Laws of Massachusetts, as amended, shall apply to hours of duty in excess of the average regular work week. The Fire Chief shall be solely responsible for determining whether an employee is given time off or such employee is paid for such period of overtime duty as provided in Section 58C.
- (c) It is understood that the conversion to the "twenty-four hour shift" shall not apply to the Deputy Chief of Operations, the designated Fire Inspectors, or firefighters assigned to temporary modified work programs in accordance with Article 11, Section 5 of this Agreement.
- (d)
 - 1. The twenty-four hour shift shall retain all aspects of the current 10 and 14 hour schedule so that current practices with regard to leave time remain intact. The terms "shift," "tour," and "day" as appearing in this Agreement are synonymous and shall continue to mean one (1) 10 hour day or one (1) 14 hour night and not the full 24 hour period unless specifically indicated as such.
 - 2. Vacation An employee will be charged 10 hours for a day tour (8:00 a.m. to 6:00 p.m.) and 14 hours for the night tour (6:00 p.m. to 8:00 a.m.) in accordance with the provisions of Article 12.
 - 3. Sick Leave An employee will be charged one "tour" for each day or night absent due to illness in accordance with the provisions of Article 16.
 - 4. Personal Leave An employee will be charged one 24 hour period in accordance with the provisions of Article 13.
 - 5. Union Business An employee will be charged one day or one night, as appropriate in accordance with the provisions of Article 13.

- (e) Nothing shall prohibit the Fire Chief from conducting training sessions for employees in the evening and/or on weekend hours.
- (f) The 24 hour shift shall not serve to increase or decrease the benefit level of any section of the contract not specifically enumerated herein.

Section 2. Hourly overtime rate of pay is figured by taking actual rate of pay in classification, dividing it by numbers of weeks in the year (52), dividing answer to above by number of hours in average work week (42) for Fire Department, and then multiplying previous figure by one and a half.

Section 3. Substitutions Uniformed members of Fire Department shall be permitted to substitute or exchange time with members of equal rank within department subject to approval of the Chief, or Deputy Chief. Request for substitutions shall be in writing and shall set forth time when the substitutions will be adjusted. Time must be adjusted within 60 days.

Section 4. The payroll week shall consist of any 7 consecutive days used by the Town for payroll purposes.

Section 5. An employee called back to work shall be guaranteed a minimum of four (4) hours work at time and one-half. This guarantee of four (4) hours shall not apply if an employee is called to work within the four (4) hour period immediately prior to the regular starting time of his/her shift.

Section 6. The present practice of allowing employees a "meal hour" when assigned to work a consecutive shift shall continue, except that said meal hour shall be compensated at the same overtime rate of pay (time and one-half) as each other hour of said consecutive shift, however, effective upon the issuance of the arbitration award in Case No. PF 20-1976 the following policy shall apply:

In the case of a firefighter working consecutive shifts, such firefighter shall be given the option of (a) remaining at work in the fire station for one (1) hour at the break in the shift and being paid at time and one-half for that hour, as well as for the other hours of the additional shift, or (b) taking the hour as a meal period during which time he/she is free to leave the station and for which he/she will not be paid.

Section 7. Work Schedules for Fire Inspectors

- (a) The work schedules of Fire Inspectors shall consist of the following, and will be arranged such that a Fire Inspector is scheduled to work every day from Monday through Friday: a two week rotation consisting of Monday through Thursday one week and Tuesday through Friday the next, ten hours per day ("4/4 rotation").
- (b) One Fire Inspector shall be "on-call" each week of the year, and in return for remaining available, each Inspector on the "4/4" schedule shall be paid two and one half (2.5) hours of regular straight time pay each week. Fire Inspectors required to

return to work after a completed shift or on a scheduled day off shall be entitled to the four (4) hour call back provisions contained in Article 6, Section 5.

- (c) The on-call pay and overtime shall be paid out of the \$445,000 contractual overtime account.
- (d) The Fire Inspector assignment will first be offered to Firefighters, the selection of which shall be determined by the Fire Chief. In the event that no Firefighter makes an application to serve as a Fire Inspector within 30 days of the posting of the assignment vacancy, the Fire Chief may reassign any or all of the duties of the Fire Inspector to a new employee in Unit B. In such instances, the Fire Chief may assign those portions of the Fire Inspectors' work as cannot appropriately be assigned to Unit B employees to a member or members of Unit A. The Town acknowledges that the Union reserves the right to bargain over the impact of such assignment to Unit A. Future vacancies in the Fire Inspector assignment will be offered first to Firefighters in Unit A.

ARTICLE 7

DETAIL ASSIGNMENTS

Section 1. Detail assignments outside of the Fire Department consist of those performed for another Town department or private organization or individual.

Section 2. All such detail assignments shall in each instance be offered by the Fire Chief or his or her designee to those who are willing to volunteer and the Fire Chief will endeavor to maintain on an evenly distributed and rotating basis consistent with the right to volunteer concept.

Section 3. It is the policy of the Town to 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 firefighter, within the judgment of the Fire Chief, is not impaired or such work does not adversely affect the performance capability during regular tours of duty or official duties when assigned by the Chief.

Section 4. In no event shall any additional detail assignments be performed without the prior approval of the Fire Chief or his or her designee in part due to the following:

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

Section 5. Detail Rates shall be paid according the following schedule:

Basic Rate	\$48
------------	------

Section 6. Details worked for the Town of Needham shall be paid according to the following schedule:

Basic Rate	\$41
------------	------

For the purposes of this section, Town details shall be defined as work performed at the request of and paid for by a Town department, excluding work performed at the request of outside contractors.

Section 7. 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 8. Firefighters working paid details shall be guaranteed a minimum of four (4) hours pay. Firefighters working between four (4) and six (6) hours for Town details shall be paid for a minimum of six (6) hours. Those working between six (6) and eight (8) hours for Town details shall be paid for a minimum of eight (8) hours. Firefighters working non-Town 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 Firefighter shall be paid at an additional half time for all hours or a portion thereof, worked in excess of eight (8) hours.

ARTICLE 8

MANPOWER

Section 1. The Town agrees to appropriate for each fiscal year the sum of \$445,000 for overtime in bargaining Units A and C of Local 1706 IAFF and shall offer workers of Units A and C overtime opportunities in such amount.

In the event that an opportunity is offered and not accepted by members of Local 1706 after reasonable efforts have been made to contact all members, the dollar amount of such opportunity shall be treated as if expended and shall be credited to the Towns obligation hereunder.

In the event that the dollar amount of such overtime opportunities is not offered then the Town shall distribute the amount not offered equally among the members of units "A and C" of Local 1706.

Section 2. Vacancies-Fire Officers Ranks As far as possible the department shall continue to anticipate and plan for filling vacancies in officers' ranks and shall endeavor to have a promotion list available. The department shall continue to make promotions as soon as practicable after vacancy occurs.

Section 3. Promotion

- (a) All appointments and promotions within the Department through the rank of Captain shall be made as a result of competitive examinations given and granted by the Commonwealth of Massachusetts Human Resources Division.
- (b) The Union agrees that the Town may change its method of selecting candidates for promotion to the rank of Deputy Chief once the list in effect as of September 1, 2000 expires. The determination of the appropriate method of selection shall be the exclusive prerogative of the Town Manager, consistent with State law and the Human Resources Division Rules and Regulations in effect as of September 1, 2000. The Town will notify the Union one year prior to the examination date for the Deputy Chief title 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.

Section 4. Overtime as required for a full tour of duty (10 hour day or 14 hour night), shall be Civil Service firefighters and shall be compensated at the statutory overtime rate.

Section 5. Insofar as is practical extra duty shall be assigned on a rotating seniority basis by station consistent with the sound operation of the department. A man/woman shall work extra duty when assigned or may obtain a substitute.

Section 6. In the event that the Fire Chief may have under consideration the transfer of a member or members of the bargaining unit from one station to another he/she will give consideration to any mental or physical problems of the employee being considered for transfer, and will, upon request of the Union, discuss such problems with the Union representatives. It is understood and agreed that final decisions concerning any transfers shall be in the sole discretion of the Fire Chief and such decisions may not be made the subject matter of the grievance or arbitration provisions of this Agreement.

ARTICLE 9
HOLIDAYS

Section 1. The Town recognizes the following holidays for the purpose enumerated below, for all employees covered by this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day

Patriots' Day
Memorial Day
Independence Day

Thanksgiving Day
Half Holiday the day before Christmas Day
Christmas Day

Section 2. For the purposes of this Article, any of the above mentioned holidays which fall on Sunday shall be deemed to fall on the following Monday, except the day before Christmas, Christmas, and New Year's Day. A holiday shall be deemed to be the 24-hour period from midnight of the day on which the holiday falls.

Section 3. Holiday Pay Members of the bargaining unit shall receive one fourth of a week's pay (10.5 hours) for each of the eleven holidays and 5.25 hours pay for the half holiday the day before Christmas day, to be paid weekly. It is understood that Holiday Pay will not be included in the calculation of overtime.

Section 4. Holiday Premium Any employee covered by this Agreement who is scheduled to work either the 8:00 a.m. to 6:00 p.m. or the 6:00 p.m. to 8:00 a.m. shift on the holiday, and who works such holiday, shall be paid an additional 5.25 hours pay for one of the eleven (11) holidays or 2.625 hours for working the day before Christmas.

Section 5. 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 premium pay.

Section 6. 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 entitled to holiday premium for both holiday shifts as well as overtime pay, if applicable.

ARTICLE 10

INJURY ON DUTY

When a member of the bargaining unit is incapacitated for duty because of injury or illness sustained in the performance of 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 Needham Fire Department Injured on Duty Policy.

Section 1. Determination of IOD Status The determination of eligibility for IOD status in accordance with M.G.L. Chapter 41 Section 111F shall be made as promptly as possible after application is made, by the Town Manager or his/her designee. Prior to the approval of eligibility for benefits under this section, the employee may be placed on non-occupational sick leave. 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 an employee who requests benefits under this section to submit to physical or psychological (if psychological injury is claimed) examinations (limited to matters involved in the injury) within 14 calendar days of the

request, at the expense of the Town, prior to being placed on IOD status. The results of such examination will be reviewed by the Town Manager or his/her designee as the basis for a determination as to whether or not the employee is entitled to Injured on Duty benefits.

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 this Agreement or to file an appeal under the applicable provision of Massachusetts General Law.

Section 4. Accruals During the first two (2) years of employment, employees shall accrue sick leave while on IOD status. After the first two years of employment, employees shall not accrue sick leave for any month in which the employee is on IOD status for the entire calendar month.

Section 5. Medical Case Management Upon application of a firefighter, the Town Manager shall review all requests for indemnification and make payment for reasonable hospital, medical, surgical and other expenses under M.G.L. C. 41, Section 100. If the Town Manager denies an application in whole or in part, it shall set forth in writing its reasons and provide a copy to the applicant. Injured employees will be required to provide medical information release forms (limited to the injury in question) from all relevant medical providers.

Section 6. Injury on Duty Policy Incorporated herein and considered an integral part thereof is the Injury on Duty Management Policy dated May 3, 1995.

Section 7. 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 claim for benefits for the same injury in any forum.

ARTICLE 11

TEMPORARY MODIFIED WORK PROGRAM

Section 1. If a physician designated by the Town of Needham determines that a firefighter receiving IOD benefits is eligible for temporary modified work, the Fire Chief may assign that firefighter to a temporary modified work program. Failure of the firefighter to comply with the temporary modified work program may result in suspension of IOD benefits. Disputes with regard to a firefighter's ability to perform temporary modified work will be resolved in accordance with Section E(1)(g) of the Injury on Duty Policy dated May 3, 1995.

Section 2. 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 Fire Chief may assign that employee to a temporary modified work program.

Section 3. Temporary modified work duties shall be in the Fire Department and shall include, but not be limited to the following:

- a. information and data gathering;

- b. education (speaking in schools);
- c. canvassing of businesses;
- d. inspecting, provided that such assignment does not displace the Inspectors or affect their overtime opportunities;
- e. computer data entry;
- f. record keeping;
- g. perform watch as assigned;
- h. driving a car;
- i. answering the telephone;
- j. any other task agreed to by the Chief and Local 1706, IAFF.

Section 4. The Fire Chief at his or her sole discretion may limit the number of firefighters on temporary modified work plans at any given time. TMWP shall be reviewed on a periodic basis and notice shall be provided to the firefighter whether or not the TMWP is to continue. In no event will a firefighter be authorized for TMWP in excess of six (6) consecutive months without advance approval of the Town Manager or his or her designee.

Section 5. The Fire Chief may change the work schedule of the firefighter 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 firefighter's need for on-going treatment.

Section 6. Firefighters on TMWP may attend educational and recertification classes that are determined by the Fire Chief to be unlikely to hinder recovery but shall not be eligible for any other overtime or detail assignments except in extraordinary circumstances with the advance approval of the Fire Chief or his or her designee.

ARTICLE 12

VACATIONS

Section 1. Scheduling Vacation time may be taken by an employee after 72-hour notice.

Section 2. Eligibility Employees must be on the payroll as of July 1 of any fiscal year in order to be eligible to receive vacation leave allowance credit for the prior fiscal year, except as provided in Section 4.

Section 3. Use and Accumulation The vacation year for all employees shall be the period from July 1 to June 30. Vacation leave allowance must be taken in the vacation year immediately following the one in which it is earned. Vacation leave credit shall not be cumulative from one vacation year to another except when an employee's vacation scheduled for the month immediately preceding the date on which it is due to expire is canceled by the Fire Chief to meet an emergency or offset a critical personnel shortage. In such instances, the amount of such canceled vacation leave may be carried over into the next vacation year.

Section 4. Members of the bargaining unit on approved Injury on Duty status in accordance with Article 10 after March 1st of the fiscal year, and who have been on approved IOD status for more than thirty (30) days in that fiscal year may have the Town buy back the remainder of their vacation leave, at their regular rate of pay, available as of June 30th of the fiscal year.

Section 5. Employee Termination or Death Whenever employment is terminated through dismissal through no fault on the part of the employee, or by retirement, or by an employee eligible to receive a vested pension from the Needham Retirement System, or by entrance into military service under orders, or by death, the employee shall be paid an amount equal to the vacation as earned and not yet granted in the vacation year prior to such termination. In addition, payments shall be made for that portion of the vacation leave earned in the vacation year during which the termination occurred, up to the time of the employee's separation from the payroll.

Section 6. Amount of Paid Vacation Leave Allowance

- (a) Employees who have been employed for less than twelve (12) months as of July first (1st) shall be granted paid vacation leave allowance at the rate of one shift for each complete calendar month of continuous employment in the prior fiscal year, up to but not exceeding eight (8) shifts.
- (b) Vacation leave allowance shall be granted to eligible employees after one year of continuous service, as follows:

<u>Length of Continuous Service</u>	<u>Vacation Leave Allowance July 1</u>
One (1) Year but less than Five (5) Years	4D 4N
Five (5) Years but less than Ten (10) Years	6D 6N
Ten (10) Years but less than Twenty (20) Years	8D 8N
Twenty (20) or more Years	10D 10N

- (c) Granting of the third, fourth, and fifth vacation weeks to eligible employees with the required length of service shall be made as of July 1 of the fiscal year in which the employee's fifth, tenth or twentieth anniversary occurs, respectively, for use during that fiscal year.

ARTICLE 13
AUTHORIZED UNPAID LEAVE OF ABSENCE

Section 1. Unpaid Leave of Absence

- (a) At the discretion of the Fire Chief, members of the bargaining unit may be permitted an unpaid leave of absence of up to two weeks duration, upon submission of a written request therefore stating the reason and length of the requested leave.

- (b) Requests for leaves of absence of longer than two weeks duration must be submitted in writing and approved in advance by the Town Manager, as well as the Fire Chief.
- (c) Employees granted leaves of absence in excess of thirty (30) days, will not be eligible to earn vacation, sick or other leave credits for the period of the leave, but may be permitted to continue insurance coverage at the employee's expense. Longevity and leave eligibility dates will be adjusted by the number of days equal to the leave of absence.

Section 2. Personal Business One 24 hour shift leave of absence with full pay shall be granted for personal business during any fiscal year with written approval of the Fire Chief and shall be requested in writing at least forty-eight (48) hours prior to the date selected. It is understood that the day tour will be covered on an overtime basis and the night tour will be included in the daily fallback amount.

Section 3. Union Business Upon timely written request, the Town agrees to grant a total of not more than twenty-eight (28) tours (one day or one night) off with pay in each fiscal year for Union business. It is agreed that the Town is not required to cover any union business tours on an overtime basis.

One member of the bargaining unit who is employed by the Town and is elected as an officer of the Professional Firefighters of Massachusetts (PFFM) shall be granted leave without loss of pay (and with full direct and fringe benefit compensation) to conduct the business of the PFFM. The maximum number of tours (one day or one night) to be covered annually shall be ten (10). It is agreed that the Town is not required to cover any PFFM union business tours on an overtime basis.

Section 4 Administrative Leave The Fire Chief 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 Firefighter's conduct, or the Firefighter's involvement in a traumatic event. The period of paid administrative leave may be extended by mutual agreement of the parties. The placement of a Firefighter on paid administrative leave shall not be grievable.

ARTICLE 14

COURT LEAVE

Section 1. Court leave of absence shall be granted to any member of the bargaining unit who (1) is called to serve upon a jury or (2) is summoned to appear in court as a witness or (3) shall request court leave for the purpose of appearing in court as a defendant or litigant. Such leaves shall be granted only for the period of such jury service or for the period during which said employee is required to be in court; and it shall in no way affect the employment rights of said employee.

Section 2. If the jury or witness fees, exclusive of travel allowances, received by said employee for such jury or for service as a witness in court shall be less than the regular rate of compensation received by him/her from the Town, the difference between said fees and said regular rate of compensation shall be paid to such employee by the Town. If the amount of such fees received by such employee shall exceed the regular rate of compensation received by him/her from the Town, no compensation shall be paid to him/her by the Town for the period of his/her jury duty or witness duty; provided, however, that to qualify for any payment by the Town hereunder, the employee aforesaid must furnish the Town Accountant with complete and satisfactory evidence of the jury or witness fees paid. As used in this paragraph, the phrase "regular rate of compensation" shall mean the amount of salary or wages which the Town would pay to such employee for the hours of work which he/she would normally perform during the fiscal time period otherwise consumed by his/her jury or witness service.

Section 3. When court leave is granted to an employee to appear in court as a defendant or litigant, it shall be granted without pay; provided however, that the said employee may, with the approval of the Chief, substitute one day of court leave with pay for one day of vacation leave with pay due to said employee during the year in which such court leave with pay is granted.

ARTICLE 15

MILITARY LEAVE

Section 1. Reserve Service An employee who is a member of a state or federal military reserve unit shall be entitled to leave of absence from a permanent position for required military service under orders for a period not to exceed seventeen (17) days per calendar year, up to one normal working week of such leave to be with full regular straight-time pay for normally scheduled work hours.

Section 2. Draft Board Appearances and Physicals Military leave of absence with full regular straight time pay for normally scheduled work hours shall be granted to employees on occasion of their required appearance under orders before armed forces draft boards or for physical examinations by such boards.

Section 3. Active Duty Military leave of absence without pay shall be granted to employees called under orders for active duty with the state or federal armed forces for compulsory service other than the annual routine tour of duty for training purposes.

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

ARTICLE 16

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 Members of the bargaining unit shall accrue one and one quarter (1 ¼) tours of 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." For the purposes of sick leave buy back in accordance with Section 7 below, for Units A and C, one sick tour shall be equivalent to 12 hours.

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 represented employees shall be allowed to use up to three (3) tours of non-occupational sick leave when available per fiscal year for illness of a parent, spouse or child of the employee.

During each fiscal year, there shall be charged to the employee's total non-occupational sick leave bank the total number of tours absent from work because of non-occupational illness. An employee who reports for work and who leaves due to illness prior to 1:00 p.m. will be charged for one day (10 hours) and one night (14 hours). An employee who reports for work and who leaves due to illness after 1:00 p.m. but before 1:00 a.m. will be charged one night (14 hours). An employee who reports for work and who leaves due to illness after 1:00 a.m. will not be charged non-occupational sick leave for the absence

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 appropriate authority or department head by the employee or the employee's family or physician.

Section 5. Certification of Illness, Injury or Quarantine The Fire Chief shall investigate and ascertain the validity of any request for non-occupational sick leave made by an employee, and shall approve the same if satisfied as to the validity of the request. A physician's certificate may be required by the Chief in any case of non-occupational sick leave.

Section 6. Extended Sick Leave

- (a) When a member of the bargaining unit has exhausted available non-occupational sick leave credits, 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 Fire Chief, 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 credit, 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 and absence record. Granting of extended sick leave is subject to availability of appropriation.
- (d) Any granting of extended sick leave shall be made on the terms established by the Town Manager, in his/her sole discretion, as to vacation or other leave eligibility accruals, and the computation of continuous service, during the period of the absence.

Section 7. Non-occupational Sick Leave Buy-Back

- (a) 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 credit outstanding after proper adjustments are made for the current fiscal year. 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.
- (b) Members of the bargaining unit who have not attained ten years of service with the Town of Needham as of June 30, 2012 shall be subject to a 1,440 hour (120 day) cap on the number of sick days to be used in calculating the 25% sick leave buy-back at retirement. The 1,440 cap shall not be construed as limiting the accumulation of non-occupational sick leave.

Section 8. Fitness for Duty Members of the bargaining unit will 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 24 hour shifts, or after hospitalization or surgery.

ARTICLE 17
BEREAVEMENT LEAVE

Section 1. Bereavement leave without loss of regular straight-time pay for normally scheduled working hours, not to exceed five (5) consecutive calendar days per occurrence, shall be granted to any employee on account of a death in the immediate family of the employee; immediate family to include spouse, parents, parents of spouse, children, brothers, sisters, grandparents and grandchildren of the employee. Such leave shall be taken either commencing with the death or notification of death, or concluding two calendar days after the funeral, memorial, or other such service, unless an alternate period is approved by the Fire Chief.

Section 2. Bereavement leave of up to one day (one twenty-four hours shift) without loss of regular straight-time pay for normally scheduled working hours may be granted per occurrence for the death of an employee's brother-in-law, sister-in-law, aunt or uncle.

ARTICLE 18

CLOTHING

Section 1. Uniforms The following articles of uniforms shall be provided by the Town: hat, blouse, pants, overcoat, black tie, dress shirts, a pair of boots or shoes, work jacket, sweatshirt, two work shirts and two work pants. An employee's request for replacement of any article of uniform damaged or destroyed while on duty will be honored promptly. Employees shall not wear articles of uniform listed above except while on duty or from duty. Replacement of articles of uniform shall be subject to the approval of the Chief.

Section 2. Protective Clothing The following equipment such as helmets, rubber or canvas coats, night hitches, boots or any protective clothing necessary to perform Fire Department work shall be provided by the Town and shall be replaced subject to approval of the Chief.

Section 3. Footwear Members of the bargaining unit will receive a \$100 payment on or about July 1st of each fiscal year for the purchase of black uniform shoes as approved by the Fire Chief.

ARTICLE 19

NO STRIKE CLAUSE

In view of the fact that the International Association of Firefighters, AFL-CIO, and the Needham Firefighters Local 1706, AFL-CIO constitutions prohibit and forbid striking against the public safety, and also that Chapter 150E of the General Laws prohibits such striking, and recognizing that it is unlawful for any employee of Unit A of the Needham Fire Department to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services, Local 1706 agrees that neither it nor its officers or paid representatives will call, instigate, authorize, sanction or ratify any strike, slowdown, or stoppage of work by employees of Unit A of the Needham Fire Department.

ARTICLE 20

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 Local 1706 to insist in any one or more incidents 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 Local 1706 to future performance of any such term

or conditions, and the obligations of Local 1706 or of the Town to such future performance shall continue in full force and effect.

ARTICLE 21

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 the Deputy Chief or Chief. Such grievance 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 Local 1706, but nothing in this Article shall prevent individual employees from presenting their own grievances, provided that representatives of Local 1706 are given notice of any grievance meeting between the Town and an individual employee, and an opportunity to attend such meeting, and further provided that any settlement of such individual grievances shall not be inconsistent with the terms of the Agreement.

Section 2. It is anticipated that the Town and Local 1706 will make a sincere effort to reconcile their differences. The following procedures are established for settlement of grievances:

Section 3. 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.

The foregoing statement of grievance content standards shall not prevent Local 1706 from changing its position as to one (1) or more of the elements of grievance content in the course of pursuing the grievance procedures.

Section 4. Step One Any grievance must be presented for informal discussion with the Deputy Chief or Chief within ten (10) business days of the occurrence of the event(s) giving rise to the grievance, or, within ten (10) business days of Local 1706's gaining knowledge of such event(s), whichever is later.

Section 5. Step Two Any grievance left unresolved after a five (5) business day period devoted to such informal discussion may be presented to the Chief in written form within five (5) business days of the termination of the informal discussion period. The Chief must make his/her decision in writing within five (5) business days after receipt of the grievance unless it is agreed by

Local 1706 that additional time to answer is allowed. If the grievance is denied by the Chief, the Chief must set forth in writing the reasons for such denial.

Section 6. Step Three Should the grievance remain unsettled, it shall be presented to the Director of Human Resources within ten (10) business days after the decision of the Chief is rendered, 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 Local 1706 that additional time to answer is allowed.

Section 7. Step Four

- (a) Should the Union wish to appeal the decision of the Director of Human Resources, it shall present the grievance to the Personnel Board within ten (10) business days after the decision of the Director of Human Resources is rendered, 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.
- (b) 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, two (2) members of the Board of Selectmen and the Town Manager.
- (c) The JRC shall present its findings to the Personnel Board. Three (3) affirmative votes of the JRC will be required to overturn the decision of the Director of Human Resources (Step 3). If the JRC is deadlocked, voting two (2) for and two (2) against the previous ruling, the Personnel Board shall then issue a decision based upon the majority vote of the Personnel Board.
- (d) The Personnel Board will issue a decision within 30 business days of 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 8. Arbitration Should the grievance remain unsettled after the decision of the Personnel Board, Local 1706 may, by giving written notice to the Town Manager, submit the grievance to arbitration. Such notice shall be given within fifteen (15) business days from the date of the decision of the Personnel Board. If such written notice is not given, the grievance shall be deemed to be settled.

- (a) In the event that Local 1706 elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and be governed by, the following procedure: The arbitrator is to be mutually selected by the Town and the Union. If the Town and Local 1706 cannot agree within fifteen (15) business days after the written notice specified above of the intention to arbitrate, then the party demanding arbitration

shall, within five (5) business days thereafter, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrators are then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

- (b) The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearings shall be shared equally by Local 1706 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 Personnel Board or the Town Manager have any personal obligation for payment under the provisions of this contract.
- (c) The arbitrator's award shall be in writing and shall set forth the arbitrator's findings of fact with reasoning and conclusions. The arbitrator shall arrive at his/her decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Town or Fire Chief other than those expressly set forth herein. The award of the arbitrator shall be final and binding upon the Town, its officers and agents and upon Local 1706 and the employees whom it represents.
- (d) Notwithstanding anything to the contrary, no dispute or controversy shall be the subject of arbitration unless it involves the interpretation or application of provisions of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

Section 9. Any decision relating to eligibility for non-occupational sick leave, pursuant to the Compensation Adjustment Option program contained in Article 25 shall be at the sole discretion of the Fire Chief and shall not be subject to the grievance procedure contained in this article.

ARTICLE 22

DISCIPLINE OR DISCHARGE

Employees shall neither be disciplined nor discharged except for just and sufficient cause.

ARTICLE 23

SEPARABILITY AND SUBORDINATION TO EXISTING LAW

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

Subject to the provisions of Chapter 150E of the General Laws, nothing in this Agreement shall diminish the authority and power of the Civil Service Commission, any Retirement Board or Personnel Board established by law.

ARTICLE 24 **EFFECT OF AGREEMENT**

- (a) This Agreement contains and constitutes the entire Agreement between the Town and Local 1706 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.
- (b) 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 Local 1706 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.
- (c) The waiver of any breach or condition of this Agreement by either party shall not constitute precedence with respect to future enforcement of all the terms and conditions of this Agreement.
- (d) No provision of this Agreement shall be retroactive prior to the effective date, unless specifically stated herein.
- (e) 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 25 **WAGES**

The following shall constitute the official Fire Department Personnel, Unit A, hourly rates of compensation:

Unit A - July 1, 2016									
	Weekly Hours	1	2	3	4	5	6	7	New Step
Firefighter	42	X	\$21.66	\$22.75	\$23.88	\$25.07	\$26.34	\$27.65	\$28.21
Lieutenant	42				\$28.75	\$29.96	\$31.19	\$32.75	\$33.41
Captain	42						\$33.90	\$35.60	\$36.32

Unit A - January 1, 2017									
	Weekly Hours	1	2	3	4	5	6	7	8
Firefighter	42	X	\$23.18	\$24.34	\$25.55	\$26.83	\$28.18	\$29.59	\$30.19
Lieutenant	42				\$30.77	\$32.06	\$33.37	\$35.05	\$35.75
Captain	42						\$36.27	\$38.10	\$38.87

Unit A - July 1, 2016									
	Weekly Hours	1	2	3	4	5	6	7	8
Fire Inspector	40	X	\$22.75	\$23.88	\$25.07	\$26.33	\$27.64	\$29.03	\$29.61
EMS Administrator	40	X	\$22.75	\$23.88	\$25.07	\$26.33	\$27.64	\$29.03	\$29.61

Unit A - January 1, 2017									
	Weekly Hours	1	2	3	4	5	6	7	8
Fire Inspector	40	X	\$24.34	\$25.55	\$26.83	\$28.17	\$29.58	\$31.06	\$31.68
EMS Administrator	40	X	\$24.34	\$25.55	\$26.83	\$28.17	\$29.58	\$31.06	\$31.68

Unit A - July 1, 2017										
	Weekly Hours	1	2	3	4	5	6	7	8	New Step
Firefighter	42	X	\$23.64	\$24.83	\$26.06	\$27.37	\$28.74	\$30.19	\$30.80	\$31.42
Lieutenant	42				\$31.39	\$32.70	\$34.04	\$35.75	\$36.47	\$37.20
Captain	42						\$37.00	\$38.86	\$39.65	\$40.45

Unit A - July 1, 2017										
	Weekly Hours	1	2	3	4	5	6	7	8	9
Fire Inspector	40	X	\$24.83	\$26.06	\$27.37	\$28.73	\$30.17	\$31.68	\$32.32	\$32.97
EMS Administrator	40	X	\$24.83	\$26.06	\$27.37	\$28.73	\$30.17	\$31.68	\$32.32	\$32.97

Unit A - July 1, 2018										
	Weekly Hours	1	2	3	4	5	6	7	8	9
Firefighter	42	X	\$23.88	\$25.08	\$26.32	\$27.65	\$29.03	\$30.50	\$31.11	\$31.74
Lieutenant	42				\$31.70	\$33.03	\$34.38	\$36.11	\$36.83	\$37.58
Captain	42						\$37.37	\$39.25	\$40.05	\$40.86

Unit A - January 1, 2019										
	Weekly Hours	1	2	3	4	5	6	7	8	9
Firefighter	42	X	\$24.12	\$25.33	\$26.59	\$27.93	\$29.32	\$30.81	\$31.42	\$32.06
Lieutenant	42				\$32.02	\$33.36	\$34.73	\$36.47	\$37.20	\$37.96
Captain	42						\$37.75	\$39.64	\$40.45	\$41.27

Unit A - July 1, 2018										
	Weekly Hours	1	2	3	4	5	6	7	8	9
Fire Inspector	40	X	\$25.08	\$26.32	\$27.64	\$29.02	\$30.47	\$32.00	\$32.65	\$33.31
EMS Administrator	40	X	\$25.08	\$26.32	\$27.64	\$29.02	\$30.47	\$32.00	\$32.65	\$33.31

Unit A - January 1, 2019										
	Weekly Hours	1	2	3	4	5	6	7	8	9
Fire Inspector	40	X	\$25.33	\$26.58	\$27.92	\$29.31	\$30.77	\$32.32	\$32.98	\$33.64
EMS Administrator	40	X	\$25.33	\$26.58	\$27.92	\$29.31	\$30.77	\$32.32	\$32.98	\$33.64

Annual Dispatching Payment Upon the implementation of civilian and/or Police/Fire Dispatching, the Town will provide each member of bargaining units A and C with a \$100 annual payment in July of each year.

EMT Differential Effective July 1, 2008 all registered Emergency Medical Technicians (EMT) shall be granted additional compensation of 5% annual base salary to be paid weekly.

Defibrillation Differential Effective July 1, 2011, a differential of 3% of annual base salary will be paid weekly for certification in defibrillation. Effective January 1, 2017 the 3% defibrillation differential will be rolled into the base hourly rates.

Paramedic Differential Effective July 1, 2008 for certification as a Paramedic, a differential of 6.5% of annual base pay will be paid weekly in accordance with the provisions contained in Article 4 Section 6 of this Agreement for those in the ambulance rotation. Paramedics not included in the ambulance rotation will receive 4.5%.

EMS Administrator The EMS Administrator, when assigned by the Fire Chief and Town Manager, shall receive an additional 15% of his or her current base pay to be paid weekly. The EMS Administrator shall work a schedule of four, ten hour days as determined by the Fire Chief, and shall be considered out-of-rotation in accordance with Section 6 (g) of Article 4.

Director of Emergency Management Services The Town Manager may annually appoint a member of the bargaining unit to serve as Director of Emergency Management Services. The Director of Emergency Management will be paid a stipend of \$2,000 per year, but will not be eligible to receive this stipend in addition to any other contractual stipend. The stipend and overtime paid to the Director of Emergency Management associated with the Emergency Management program will not be paid out of the \$445,000 contractual overtime appropriation. The Town Manager may rescind this appointment with 30 days' notice (which action shall not be subject to the arbitration provisions of this Agreement) provided that a statement of reasons for such action has been given, and, if requested, a hearing has been held.

Equipment Mechanic Additional \$250 per month when assigned to and performing the duties of Equipment Mechanic as designated by the Fire Chief. The Equipment Mechanic assignment will first be offered to Firefighters, the selection of which shall be determined by the Fire Chief. In the event that no Firefighter makes an application to serve as Equipment Mechanic within 30 days of the

posting of the assignment vacancy, the Fire Chief may reassign the duties of the Equipment Mechanic to a civilian employee. Future vacancies in the Equipment Mechanic assignment will be offered first to members of Unit A.

Fire Inspector Fire Inspectors on the "4/4" rotation referred to in Article 6, section 7, shall receive a differential of 10% of base pay, paid weekly.

Haz-Mat Response Team Stipend -- The Town will pay an annual stipend in the amount of \$3,000 to the member(s) of either Bargaining Unit A or C who is/are the official member(s) of the Haz-Mat Team and who completes all requirements for such membership in accordance with the rules and regulations issued by the Haz-Mat Policy Board. Payment will be made after certification of training has been received by the Town, and will not be paid in the event that the State fails to fund the program or if the Town chooses to withdraw from such program. The stipend and any overtime associated with this program paid to the Haz-Mat team member will not be paid out of the \$445,000 contractual overtime appropriation.

Haz-Mat Team Coordinator of Training The Town will pay an annual stipend in the amount of \$1,250 to that member of the bargaining unit who is an approved member of the state-wide Haz-Mat Response Team and who is chosen to be the Haz-Mat Team's Coordinator of Training. The Firefighter must be the official member of the Haz-Mat Team who is appointed as the Haz-Mat Team Coordinator of Training, and must have completed all requirements for such membership in accordance with the rules and regulations issued by the Haz-Mat Policy Board. The Firefighter will be paid the stipend in a lump-sum after notification of appointment as the Coordinator of Training has been received by the Town. Payment will not be paid in the event that the Commonwealth fails to appropriate the funding for the program, or the Town chooses to withdraw from such program. The stipend and Haz-Mat related overtime paid to the Haz-Mat Team member will not be paid out of the \$445,000 contractual overtime appropriation.

Night Differential Effective July 1, 2012, all bargaining unit personnel will receive night differential pay equal to 4% of their annual regular base salary to be paid weekly. Effective January 1, 2017 the 4% night differential will be rolled into the base hourly rates.

Rank Differential Lieutenants shall be paid 18% above the basic rates of Firefighters as shown in Schedule B-3 - Fire Salary Schedule and Captains shall be paid 28% above said basic rates of Firefighters.

Working out of Grade Employees who are assigned to fill a vacancy of a higher ranking position by the Chief or designee shall be compensated following the schedule below:

Firefighter (F1) to Lieutenant (F2)	Top step F1 to top step F2
Lieutenant (F2) to Deputy Chief (F4)	Top step F2 to top step F4
Captain (F3) to Deputy Chief (F4)	Top step F3 to top step F4

The difference shall be added to the employee's regularly hourly rate for the time working out of grade.

Longevity Pay 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 .005 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 .01 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.

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 administrative fee charged for other plans will be borne by the participants of those plans. The Town, at its sole option, may terminate non-health insurance cafeteria plans on a Town-wide basis, with 60 days' notice.

Pay Day The Town may at its option and with at least two weeks advance notice move the pay day from Wednesday to the following Friday which shall thereafter be the regular payday.

Rates of Compensation An employee's weekly rate shall be his/her annual rate divided by 52. An employee's hourly rate shall be the appropriate annual rate divided by 52 divided by 42.

Compensation Adjustment Option

1. At any time an employee may elect a one-time cash payment adjustment to his/her annual compensation package. This payment will be based on the following formula; the current rate of pay multiplied by 25% of the compensation adjustment factor as of the date of enrollment in this option multiplied by twelve (12). The compensation adjustment factor will be a number equal to any portion of an employee's non-occupational sick leave credit (expressed in tours) accrued as of the date of enrollment and maintained while in the program. The date of enrollment shall be defined as the date of the first payment hereunder. This payment will be made in equal weekly installments over a minimum twelve (12) and a maximum thirty-six (36) months, commencing no sooner than July 1st following the employee's notice of intent to participate which must occur by October 1st for the following fiscal year.
2. An amount of sick leave allocation used as the basis of arriving at the compensation adjustment factor under this option shall remain available for use in accordance with Article

16, Sections 3 and 5; however such amount shall be ineligible to be used for payment under the provisions of Article 16, Section 7.

3. Bargaining unit members may elect a compensation adjustment factor equal to no more than 288 tours of sick leave credit available as of the date of enrollment; provided, however, that such election does not result in a sick bank with fewer than 12 tours as of the date of enrollment. Such notice of intent shall be irrevocable upon the issuance of the first payment, and a specified amount of sick leave credit (not to exceed 288 tours) equal to the number used for the compensation adjustment factor will remain available for use under the provisions of Article 16, Sections 3 and 5. In the event that an employee elects this option and retires while participating in the program, the Town will pay the remainder of the compensation adjustment factor as sick leave buy-back due in a lump sum at severance, in accordance with the provisions of Article 16, Section 7.
4. Nothing in this section shall prohibit members of the bargaining unit from consideration under Article 16, Section 6 of this agreement.
5. It is understood that compensation adjustment option payments will not be included in the calculation of overtime under this contract subject to the provisions of the Fair Labor Standards Act (FLSA).

Hiring Above the Minimum Entrance Rate

1. With prior approval of the Town Manager, the Fire Chief may appoint Firefighters who transfer or are re-employed from other full-time fire departments and who have completed the required academy training, at a step rate higher than the minimum entrance rate. This decision shall not be grievable. The step at which the Firefighter is hired shall be based on the number of complete years of experience he or she has served as a full-time Firefighter, education, references, job responsibilities and experience, and other factors deemed by the Fire Chief to reflect the level of proficiency.
2. Upon the recommendation of the Fire Chief, the Town Manager may approve the payment of a rate of pay higher than the minimum rate at the time of promotion if such payment would result in an increase in pay determined not to be commensurate with the increase in responsibility at the time of promotion.

ARTICLE 26 **EDUCATIONAL INCENTIVE COMPENSATION**

Section 1. Educational Committee There shall be established an Educational Committee (hereinafter referred to as the "Committee") comprised of the Fire Chief, the Town Manager his/her designee, and a member of Local 1706 designated by the Union President. It shall be their

responsibility to supervise and implement the programs listed below. They have the following responsibilities:

- (a) Approval of courses, which have been requested by a firefighter, for credit in the Educational Program.
- (b) Certification of credits after submission of proof by a firefighter and authorization for payment of incentive.
- (c) Establishing of In-Service training courses.
- (d) Approval of payment of career pay upon completion of courses.

Section 2. Members of the bargaining unit as of October 1, 2000 may elect to participate in the Education Incentive Program set forth in this Section, or in Section 3, but not both. Qualifying members of the bargaining unit shall be paid the amounts set forth in this section, in 52 weekly installments:

For 50% of the credits (30 Semester Hours) necessary for a qualifying Associates Degree or 25% of credits (30 Semester Hours) necessary for a qualifying Bachelor's Degree:	\$544.50
For having earned a qualifying Associate's Degree or 50% of credits (60 Semester Hours) necessary for a qualifying Bachelor's Degree:	\$998.25
For 75% of credits (90 Semester Hours) necessary for a qualifying Bachelor's Degree:	\$1,452.00

For the purposes hereof, a qualifying degree shall mean a degree conferred by an educational institution accredited by the State in which such educational institution is located upon completion of a course of study:

- (a) in the field of Fire Science; or
- (b) in any field provided that the degree holder has completed such number of credits in areas directly related to Fire Science as is equal to one-half the total number of credits required for such degree.

For the purposes hereof, a qualifying Master's Degree shall mean a Master's Degree conferred by an educational institution accredited by the State in which such institution is located, upon completion of a course of study in the field of public administration, business administration, education, engineering, or any other field if approved in advance by the Education Committee.

Section 3. Members of the bargaining unit who have obtained education levels will be paid the educational incentives listed in this section in 52 weekly installments. For the purposes

hereof, a qualifying degree shall mean a degree conferred by an educational institution accredited by the State in which such educational institution is located upon completion of a course of study in the field of Fire Science; or in any field provided that the degree holder has completed such number of credits in areas directly related to Fire Science as is equal to one-half the total number of credits required for such degree.

- (a) **Associate's Degree** Effective January 1, 2010, members of the bargaining unit shall be paid 7.5% of base pay for completion of a qualifying Associate's Degree, or for matriculation in a qualifying Bachelor's Degree program equal to the Associate's Degree level.
- (b) **Bachelor's Degree** Effective January 1, 2010, members of the bargaining unit shall be paid 15% of base pay for completion of a qualifying Bachelor's Degree.
- (c) **Master's Degree** Effective January 1, 2010, members of the bargaining unit shall be paid 15% of base pay for completion of a Master's Degree in Fire Science.

It is agreed that members of the bargaining unit as of October 1, 2000 who are receiving education payment at the Associates Degree/60 credit or 90 credit level, will be entitled to participate in the new education program at the Associates Degree level.

Section 4. In-Service Training

- (a) An in-service training program shall be conducted within the Fire Service. The program shall provide a minimum of 60 hours off-duty training. To be eligible for the Transitional Career Incentive pay, an individual 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 in-service courses.
- (b) Courses taken for Emergency Medical Training (EMT) recertification shall constitute off-duty in-service training for the purpose of this Section and the Section below ("Transitional Career Incentive Pay").
- (c) Employees attending an Emergency Medical Training (EMT) course during off-duty hours shall be compensated for all such hours up to 81 hours at their overtime rates of pay. The Town will reimburse employees for the costs of registration fees and books, if such books are required, incurred in connection with said EMT course. To the extent only that any tuition or course charge is imposed by a hospital where such EMT training is provided, the Town will reimburse the employee. It is expressly understood that the foregoing reimbursement for tuition

or course charges will not apply in the case of EMT training at any college or university.

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

Section 5. Transitional Career Incentive Pay Firefighters employed by the Needham Fire Department before October 1, 2009 and who do not receive educational incentive pay and who each year satisfactorily complete 40 hours of off-duty in-service training, or its equivalent as determined by the Board, shall be paid career incentive pay for service in the Needham Fire Department as follows:

For the fiscal year in which the 5th through 9th service anniversary occurs:	\$600
For the fiscal year in which the 10th through 19th service anniversary occurs:	\$1,250
For the fiscal year in which the 20 th or longer service anniversary occurs:	\$2,300

Such payments shall be in lump sum increments as determined by the Committee and shall be rendered on any reasonable dates after July 1 and after completion of the in-service training yearly.

Any incentive pays referred to in Article 26 shall not be used to compute holiday or overtime rates.

It is agreed and understood that there shall be no duplication of incentive pays referred to in this article.

ARTICLE 27

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 a firefighter for action taken in the performance of his/her duty and the firefighter is found not guilty or the application for the criminal complaint against said firefighter is denied, the Town will reimburse the firefighter for legal fees incurred up to \$250.00 for the hearing on the application for complaint, up to \$750.00 for a district court trial and up to \$2,000.00 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 his/her sole discretion, recommend approval of payment of additional fees.

ARTICLE 28

INDEMNIFICATION OF RETIRED FIREFIGHTERS

Any city operating under a Plan D or Plan E charter which accepts this section by the affirmative vote of two thirds of all the members of its city council, an any other city which accepts this section

by a majority vote of its city council with the approval of its mayor, and any town which accepts this section by a majority vote of its inhabitants at an annual town meeting or a special town meeting, may, upon written application by any of its police officers or fire fighters retired either before or after the acceptance of this section under a general or special law specifically relating to retirement for accidental disability, except a special law applicable to one person, or in the event of the death of any such police officer or fire fighter, upon written application by his/her widow/widower, or, if he/she leaves no widow, by his/her next of kin, indemnify, out of any funds appropriated for the purposes of this section, such police officer or fire fighter, or, in the event of his/her death, his/her widow/widower, or if he/she leaves no widow/widower, his/her next of kin, for all reasonable hospital, medical and surgical, chiropractic, nursing, pharmaceutical, prosthetic and related expenses and reasonable charges for podiatry incurred by such police officer or fire fighter after his/her retirement; provided, however, that no person shall be indemnified under this section unless a majority of the members of a panel consisting of (a) the chairman of the Retirement Board of the city or town, (b) the city solicitor, town counsel or other officer having similar duties or a person designated in writing by such solicitor, counsel, or officer to act for him, and (c) such physician as the city or town manager, or, if there is none, the mayor or selectmen in writing appoint shall, upon receipt from the applicant of due proof, certify:

1. that the expenses for which indemnification is sought were the natural and proximate result of the disability for which the police officer or fire fighter was retired;
2. that such expenses were incurred after the acceptance of this section;
3. that the hospital, medical and surgical, chiropractic, nursing, pharmaceutical, prosthetic and related expenses and reasonable charges for podiatry to which such expenses relate were rendered within six months before the filing of the application;
4. that such expenses were in no way attributable to the use by the police officer or fire fighter of any intoxicating liquor or drug or to his/her being gainfully employed after retirement or to any other willful act or conduct on his/her part; and
5. that such expenses are reasonable under the circumstances.

ARTICLE 29

DURATION OF CONTRACT

Except as may be otherwise specifically provided elsewhere in this Agreement, this Agreement shall take effect as of July 1, 2016, and shall continue in full force and effect through June 30, 2019, and shall be subject to renegotiation for the period beginning July 1, 2019, as hereinafter provided. Until such time as the Town and Local 1706 renegotiate a mutually satisfactory contract, the terms of the within Agreement shall remain in full force and effect.

Should either or both parties desire to negotiate a new collective agreement for the succeeding year, such party or parties shall, not less than 6 months prior to the expiration date of this Agreement, give

notice in writing to the other party setting forth in such notice a list of all proposals, changes and modifications desired by the party giving notice.

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 Local 1706 from modifying any proposals made during the course of the negotiations.

ARTICLE 30 **MISCELLANEOUS PROVISIONS**

Section 1. Drug-Free Workplace Policy Incorporated herein and considered an integral part thereof is the Town of Needham Drug-Free Workplace Policy, dated July 1, 1992.

Section 2. 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 3. Vehicle Use Incorporated herein by reference and considered an integral part thereof is the Town of Needham Vehicle Use Policy dated March 11, 1997.

Section 4. Workplace Violence Incorporated herein by reference and considered an integral part thereof is the Town of Needham Workplace Violence Policy dated March 19, 2003.

Section 5. Recruitment Process

The Fire Chief will not invite members of the bargaining unit below the rank of Deputy Chief to participate in the recruitment process without inviting the Union President or his or her designee to participate as well.

Section 6. 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. Members of the bargaining unit whose residence on July 1, 2016 is beyond the 20 mile limit shall be grandfathered only for the period that they continue to reside in such city or town.

Section 7. Drug and Alcohol Testing Policy The Association agrees to implement and incorporate into this agreement by reference the Needham Fire Department Drug and Alcohol Testing Policy, dated October 1, 2016.

Section 8. ID Badges Members of the bargaining unit will be issued official Town identification badges which will be carried at all times the employee is on duty.

Section 9. Direct Deposit The Town is authorized to require that all members of the bargaining unit participate in the direct deposit program.

IN WITNESS WHEREOF, the Town has caused this instrument to be duly executed by its authorized designees and Local 1706 has caused this instrument to be signed by its proper officers hereunto duly authorized, this _____ day of _____, 2017.

Board of Selectmen

Town Manager:

Kate Fitzpatrick/Date

**Needham Firefighters
Local 1706 Unit A**

Approved as to Form:

David S. Tobin, Town Counsel/Date

**Needham Fire Department
Drug and Alcohol Policy
October 1, 2016**

1. INTRODUCTION AND PURPOSE

- 1.1 This policy has been adopted to address potential drug and alcohol abuse by Fire Department personnel, to ensure a safe, healthy 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. These procedures provide the Town with reasonable measures to ensure that drug and/or alcohol use does 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, is intended in part as a means of identifying those who need help.
- 1.3 The Town will not tolerate any drug or alcohol use which could affect an employee'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.

2. PROHIBITED CONDUCT

- 2.1 The following conduct by members of the bargaining unit is prohibited:
 - a. The use, transfer, manufacture, sale or unauthorized possession of illegal drugs.
 - b. The use or unauthorized possession of alcohol on Town property, on Town business, in Town supplied vehicles, in vehicles being used for Town purposes, or during working hours.
 - c. Reporting to or staying at work with the metabolite of an illegal drug in the blood, or with a blood alcohol level of 0.04 or above.
 - d. Driving under the influence of alcohol or drugs while on duty.
 - e. Switching or adulterating any sample.
 - f. Refusing to consent to testing, or refusing to submit a breath or urine sample for testing.

- 2.2 Any employee who is arrested or convicted of a drug-related offense or for driving while intoxicated must notify the Chief within 24 hours of the arrest or conviction, or upon return to duty for his or her next shift, whichever is shorter. Such arrest or conviction will be considered reasonable suspicion and the employee will be required to submit to testing in accordance with section 4.1.2.

3. PROHIBITED DRUGS

- 3.1 Controlled Substances For the purposes of this policy, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs by way of example are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines.

- 3.2 Prescription Medication An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to perform job functions safely and efficiently. Any questions or doubts should be raised with the Fire Chief.

4. TESTING

- 4.1 All members of the bargaining unit will be tested for drugs and/or alcohol under the following circumstances:

4.1.1 New Hires New employees will submit to a drug test before their date of hire.

4.1.2 Reasonable Suspicion of Drug and/or Alcohol Use

- a. When the Town has reasonable suspicion that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test.
- b. The determination of "reasonable suspicion" shall be made based on specific, observable phenomena, such as: direct observation of on-duty alcohol use or possession; direct observation of on-duty or off-duty use or possession of illegal drugs; the display of behaviors which appear to be indicative of the use of any illegal drug or alcohol, and are not attributable to other factors; 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; arrest, indictment, or conviction for a drug-related offense; and/or behavior which is determined to pose a substantial risk of injury or property damage, which is not attributed to other factors, and which appears to be related to drug and/or alcohol abuse.

- c. The determination of reasonable suspicion may be made by the Fire Chief, the Deputy Chief of Operations, or in their absence by two (2) or more trained supervisors (Deputy Chief, Acting Deputy Chief, Captain, Acting Captain, Lieutenant, and Acting Lieutenant). In those instances when the determination of reasonable suspicion is made by two supervisors, both supervisors will complete and sign an Observed Behavior Reasonable Suspicion Record as shown on Appendix B.
- d. The Town will provide reasonable suspicion training for all members of the Department. Upon implementation of this policy, reasonable suspicion training will be conducted on duty. The Town will provide periodic refresher training for all Department staff that will be conducted on duty. The training is intended to ensure that all personnel are able to identify situations when their own personal safety or that of their coworkers may be at risk by someone exhibiting signs of a substance abuse problem or under the influence of drugs or alcohol. Any employee who feels that his or her wellbeing is threatened by someone who may be either under the influence of drugs or alcohol or who may have a substance abuse problem should report those concerns to any ranking Fire Officer who will then immediately report those concerns to the Fire Chief or make a determination of reasonable suspicion in accordance with section 4.1.2 (c) above.
- e. An employee will be placed on administrative leave while waiting for a test result based on reasonable suspicion.

4.1.3 Post-Incident Any employee involved in an accident, or an incident on the job involving an unsafe practice or violation of a safety rule, standard or policy, either of which results in serious injury or serious property damage, will be directed by the Town to submit to a drug and/or alcohol test.

4.1.4 Return to Duty When an employee 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 employee must have a BAC of less than .02 and/or a verified negative drug test. Without a successful test result, the employee 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.

4.1.5 Follow-up Testing An employee who has violated the drug and alcohol policy, but has not been discharged, may be required to submit to follow-up testing as a condition of his or her continued employment at the discretion of the Fire Chief. A program of follow-up testing will be set forth in writing and will generally continue for a period of no longer than two (2) years. During a follow-up testing period, an employee will be subject to a reasonable number of unannounced tests for drugs and/or alcohol.

4.2 Testing Procedures

4.2.1 Alcohol Testing Alcohol testing will be conducted in accordance with the Department of Transportation Regulations (49 CFR part 40).

4.2.2 Drug Screening Drug screening for prohibited drugs using urinalysis will be conducted in accordance with the Department of Transportation Regulations (49 CFR part 40).

4.3 Re-tests

4.3.1 The Urine drug screen process will include provisions for split sample collection in accordance with DOT regulations.

4.3.2 Alcohol testing will include provisions for re-testing in accordance with DOT regulations.

4.3.3 The Town shall immediately place any employees who have requested a re-test on administrative leave pending the outcome of the re-test.

4.3.4 The cost of the re-test will be borne by the employee. If the result of the re-test result is negative, the employee shall be reimbursed for the costs of the test.

4.4 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 employee will be deemed a negative result. The sample and the results will be destroyed.

4.5 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.

4.6 Test results and medical information will be provided to and maintained by the Human Resources Department.

4.7 Off-duty employees directed to be tested by the Town in accordance with this policy will be paid overtime in accordance with the applicable provisions of the Collective Bargaining Agreement.

5. SEARCHES

The Town has the right to search for alcohol or drugs on Town owned or controlled property, including in desks, Town vehicles, and lockers, that may conceal substances prohibited by this policy. During any such search one or more union members may be present.

6. CONSEQUENCES OF VIOLATION OF THE POLICY

- 6.1** Employees who test positive for alcohol and/or drugs will be placed on administrative leave.
- 6.2** Employees who are confirmed to have tested positive for drugs or alcohol will be subject to disciplinary action up to and including termination. Employees 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 Section 4.
- 6.3** Employees who agree to enter into a Rehabilitation Agreement in accordance with this policy and Appendix A will have any imposed disciplinary action suspended pending the completion of the rehabilitation, provided that the employee has not tested positive for drugs within the preceding five (5) years or tested positive for alcohol within the preceding three (3) years. An employee who successfully completes the rehabilitation and returns to work in accordance with the provisions outlined below will not be required to serve the imposed disciplinary action. Rehabilitation provisions will apply only to the positive test result; an employee may be subject to additional disciplinary action for any related offense or violation of the rules and regulations of the Needham Fire Department.
- 6.4** Employees 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 employee (or his or her health insurance program, if applicable). Employees will be placed on non-occupational sick leave, accrued leave, or leave without pay status, whichever is appropriate, during the treatment period. Employees who fail to comply with the treatment required by the SAP will be subject to disciplinary action up to and including termination.
- 6.5** Employees 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 employee must comply with prescribed follow-up care, if any.
- 6.6** Employees 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 employee 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.
- 6.7** Failure to adhere to the terms of a rehabilitation agreement shall result in disciplinary action up to and including termination.

- 6.8 If the Town suspends disciplinary action in accordance with section 6.3, time limits for challenging the disciplinary action will begin when and if the disciplinary action is actually imposed.

7. SELF-REPORTING AND SAFE HARBOR

Employees who voluntarily seek substance abuse treatment for alcohol or drugs and who make a written disclosure to the Fire Chief prior to being tested in accordance with Section 4 will not be subject to disciplinary action if they agree to enter into a rehabilitation agreement as set forth under Section 6. The Safe Harbor option will be available to each employee once during his or her career in the Needham Fire Department, and will not be considered a positive test for the purposes of Section 6.6.

Town of Needham

Date: _____

Needham Fire Union Local 1706

Date: _____

Appendix A

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 Fire Chief/designee 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 Fire Chief/designee 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 Fire Chief/designee 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.

Town of Needham

Employee

Appendix B

Town of Needham Observed Behavior Reasonable Suspicion Record

Employee Name	Date Observed
Location	Time Observed From _____ To _____

Record employee observed behavior for reasonable suspicion for the use of alcohol or controlled substances.

☐ Employee is reporting for duty

☐ Employee is already on duty

OBSERVED PERSONAL BEHAVIOR (CHECK ALL APPROPRIATE ITEMS)			
BREATH: (Odor of Alcoholic Beverage)	☐ STRONG ☐ NONE	☐ FAINT	☐ MODERATE ☐ MARIJUANA ODOR
EYES:	☐ BLOODSHOT ☐ CLEAR ☐ DILATED PUPILS	☐ GLASSY ☐ HEAVY EYELIDS	☐ NORMAL ☐ FIXED PUPILS
SPEECH:	☐ CONFUSED ☐ ACCENT ☐ SLURRED ☐ INCOHERENT	☐ STUTTERED ☐ MUMBLED ☐ GOOD ☐ WHISPERING	☐ SHOUTING ☐ SLOW
ATTITUDE:	☐ EXCITED ☐ INDIFFERENT ☐ ERRATIC ☐ COOPERATIVE	☐ COMBATIVE ☐ TALKATIVE ☐ COCKY ☐ PROFANE	☐ HILARIOUS ☐ INSULTING ☐ SLEEPY ☐ POLITE
UNUSUAL ACTION	☐ HICCUPPING ☐ FIGHTING ☐ OTHER	☐ BELCHING ☐ CRYING	☐ VOMITING ☐ LAUGHING
BALANCE	☐ FALLING ☐ SWAYING	☐ NEEDS SUPPORT ☐ OTHER	☐ WOBBLING
WALKING	☐ FALLING ☐ SWAYING	☐ STAGGERING ☐ UNABLE TO STAND	☐ STUMBLING ☐ RIGID
APPEARANCE/CLOTHING	☐ DISHEVELED ☐ HAVING ODOR	☐ MESSY ☐ STAINS ON CLOTHING	☐ DIRTY ☐ PARTIALLY DRESSED
EATING/CHEWING	☐ GUM ☐ OTHER	☐ CANDY ☐	☐ TOBACCO
ANY OTHER UNUSUAL ACTIONS OR STATEMENTS:			
SIGNS OR COMPLAINTS OF ILLNESS OR INJURY:			

Did employee admit to using drugs or alcohol? ☐ Yes ☐ No _____

When _____ How Much _____ What Substance _____ Where Taken _____

Reasonable Suspicion Test Performed ☐ Yes ☐ No Date _____ / _____ / _____ Time _____

Clinic _____ Reasonable Suspicion Test Refused ☐ Yes ☐ No Date _____ / _____ / _____ Time _____

Signature of Supervisor _____ Date _____ / _____ / _____ Time _____

APPENDIX 2

Locations Presently Approved for Food Trucks

The current locations identified for use by food trucks within the public right of ways areas are:

- First Avenue – along the side of the road located in the general area between A and B Streets*.
- First Avenue – along the side of the road located in the general area between #114 and #200 First Avenue*
- Fourth Avenue – along the side of the road located in the general vicinity of #117-#119 Fourth Avenue
- Cabot Street – circular area at the top of the hill

*Note that these locations are presently undergoing construction and may become designated as unavailable, depending on construction timelines.

Exact locations must be reviewed and approved by the Needham Police Department.

Locations are subject to change with the approval of the Board of Selectmen and the Needham Police Department.



- Parcels**
- Towers
 - Satellite Dish
 - Tower
 - Tower Anchor
 - Painted Lines
 - Crosswalk
 - Parking Line
 - Sports Lines Striping
 - Construction Striping
 - Construction Striping
 - Railroad Track
- Trails**
- Trail
 - Building
 - Decks And Patios
 - Swimming Pool
 - Bridge
 - Sidewalks
 - Sidewalk
 - Exterior Stairway
 - Driveways
 - Paved Driveway
 - Unpaved Driveway
 - Roads
 - Paved Road
 - Unpaved Road
 - Parking Lots
 - Paved Parking Lot
 - Unpaved Parking Lot
 - Sports Areas
 - Baseball
 - Baseball Infield
 - Basketball and Tennis
 - Baseball
 - Golf Bunker
 - Golf Fairway, Green, T
 - Playground
 - Tract and Field
 - Tank
 - Wetlands
 - MA Highways
 - Interstate
 - US Highway
 - Numbered Routes
 - Town Boundary
 - Abutting Towns
 - Abutting Towns Mask
 - Road Centerlines
 - Waterbody
 - Streams And Drainage Diche

Appendix 2: Locations



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:	-\$325.60
Water Irrigation:	\$0.00
Water Admin Fees	\$0.00
Sewer Sales:	-\$856.60
Transfer Station Charges:	\$0.00
Total Abatement:	-\$1,182.20

Order #: 1235

Read and Approved:


Assistant Director of Public Works

4-6-2017


Director of Public Works

For the Board of Selectmen

Date: 4/12/17

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

Prepared By:	Last Name	First Name	Customer ID#	Location ID#	Street Number	Street Name	Irrigation Water	Domestic Water	Sewer	Total	Reason	Corrected Last Read Y/N
DB	Giumetti	Donald G	19871	11162	34	Horace Street	\$0.00	-\$16.90	-\$14.65	-\$31.55	ACC	N
JO	Council on Aging (3)						\$0.00	-\$308.70	-\$841.95	-\$1,150.65	COA	N

Total: -\$1,182.20

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.
 TVN = 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

**ONE DAY SPECIAL LICENSE
TOWN OF NEEDHAM BOARD OF SELECTMEN
EVENT INFORMATION SHEET**
(Please complete and attach event flyer or other information.)

Event Manager Name (Name that will appear on license)	Robert T. Timerman II		
Event Manager Address	1211 Highland Avenue Needham MA 02492		
Event Manager Phone Number	781-449-1492		
Organization Representing (if applicable)	Fr. Daniel Kennedy-Needham Knights of Columbus		
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	☒ Non-profit ☐ For profit ☐ Proof of non-profit status is attached Form of Proof: _____		
Name of Event	Trivia Night		
Date of Event	April 28, 2017		
License is for Sale of:			
☒ Wines & Malt Beverages Only ☐ All Alcoholic Beverages (for non-profit groups only)			
Requested Time for Liquor License	FROM:	TO:	
	6:00pm	11:00pm	
Are tickets being sold in advance for this event?	☒ YES	\$ 25.00 /per ticket	☐ NO
Is there an admission fee for this event?	☒ YES	\$ 25.00 /per ticket	☐ NO
Are you using dues collected to purchase alcohol for this event?	☐ YES	☒ NO	
How many people are you expecting at this event?	80		
Name & address of event location. Please attach proof of permission to use this facility. Fr. Daniel Kennedy-Needham Knights of Columbus 1211 Highland Avenue Needham MA 02492			
Who will be serving the alcohol to your guests? Paid bartender			
Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate). Jessica Freeland XXXXXXXXXX			
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan. on file			
☒ I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))			
Event Manager Signature: 			Date: April 6, 2017

TriviaNight

THE FATHER DANIEL J. KENNEDY
NEEDHAM KNIGHTS OF COLUMBUS #1611



Friday, April 28th 7:30pm Doors open at 6:30

Hosted by Boston Sports Radio Personality
Mike "Sarge" Riley

Come as a team (up to 6 per team) or individual and
we will group you with other participants

Cash Bar (Beer Wine and Soda only) Available
Donation: \$25 Per person includes light buffet dinner

All proceeds benefit 5th Quarter Needham
5th Quarter is a program for Needham High School aged
students held after home football games that brings
students together in a fun, substance free environment
sponsored by the Substance Prevention Alliance of Needham



For more information, please contact Bob Timmerman @
rtimmerman1021@yahoo.com