# SELECT BOARD Meeting Agenda
# 6:00 p.m. July 26, 2022
# NEEDHAM TOWN HALL
# SELECT BOARD CHAMBERS & ZOOM

Pursuant to Chapter 22 of the Acts of 2022, meetings of public bodies may be conducted virtually provided that adequate access is provided to the public.

To listen and view this virtual meeting on a phone, computer, laptop, or tablet, download the "Zoom Cloud Meeting" app in any app store or at www.zoom.us. At the above date and time, click on "Join a Meeting" and enter the meeting or click the link below to join the webinar:
https://us02web.zoom.us/j/86082115013?pwd=_Nmutq_K3iGFSBGn2r7SaMH4-AX2uB.1
Passcode: 699157
One tap mobile: +16469313860,,86082115013#
Webinar ID: 860 8211 5013

## Add Public Participation

| | | |
|---|---|---|
| | **6:00** | Public Comment Period<br>Citizens are encouraged to inform the Office of the Town Manager in advance via email (OTM@needhamma.gov), telephone (781) 455-7500 extension 204, or in person by the end of the business day prior to the meeting of their intent to participate in the public comment period. The Chair will first recognize those who have communicated in advance their desire to speak for up to three minutes. If time allows, others wishing to speak will be recognized in an order determined by the Chair for up to three minutes. The Board's policy on public participation in meetings can be found here. |
| **1.** | **6:00** | Proclamation for Purple Heart Day August 7, 2022 |
| **2.** | **6:00** | Proclamation for India Independence Day August 15, 2022 |
| **3.** | **6:00** | Fire Chief Swearing In |
| **4.** | **6:00** | Public Hearing: Grant of Location – 233 Great Plain Ave<br>• Joanne Callender, Eversource (Zoom) |
| **5.** | **6:00** | Joint Meeting with Park and Recreation Commission<br>• Appointment of Commissioner |
| **6.** | **6:00** | Public Hearing: Verizon Cable Television Contract Renewal<br>• Myles Tucker, Support Services Manager<br>• Bill August, Town Cable Counsel<br>• Greg Franks, Comcast Representative |
| **7.** | **6:00** | Public Hearing Water & Sewer Rates<br>• David Davison, Assistant Town Manager/Finance<br>• Carys Lustig, Director of Public Works<br>• Michael Retzky, Superintendent of Water and Sewer |

| | | |
|---|---|---|
| **8.** | **6:00** | Transfer of an All-Alcohol Innkeeper License – 365 Management Company LLC, d/b/a Residence Inn<br>• Caroline O'Connell, Applicant Counsel<br>• Michael Gendrin, Proposed Manager |
| **9.** | **6:10** | Proposed Alcohol Regulations Changes – Breweries<br>• Katie King, Assistant Town Manager/Operations |
| **10.** | **7:45** | Recycling and Transfer Station Charges and Fees<br>• Solid Waste Disposal & Recycling Advisory Committee<br>• David Davison, Assistant Town Manager/Finance<br>• Carys Lustig, Director of Public Works |
| **11.** | **8:00** | Public Hearing: Dangerous Dog Hearing (Continued)<br>• Diana Rasoul, Dog Owner<br>• Jeremy Cohen, Counsel |
| **12.** | **8:15** | Introduction of Director of Assessing<br>• David Davison, Assistant Town Manager |
| **13.** | **8:20** | Leadership ICMA Presentation Recruitment & Retention<br>• Jack Daly, Assistant Director of Public Works, Georgetown, TX<br>• Jared Jones, Assistant City Manger, Panama City, FL<br>• Jennifer Prochazka, Assistant City Manager, College Station, TX<br>• Stephanie Reyes, Interim City Manager, San Marcos, TX<br>• Laura Savage, Senior Program Manager, ICMA |
| **14.** | **8:40** | National Community Survey Presentation<br>• Cyndi Roy Gonzalez, PIO |
| **15.** | **9:00** | Town Manager<br>• Accept & Refer Zoning<br>• Town Manager Report |
| **16.** | **9:15** | Board Discussion<br>• Committee Reports |
| **17.** | **9:30** | Executive Session Exception 3 & 6 |

## APPOINTMENTS

| | | |
|---|---|---|
| 1. | Avery Newton | Affordable Housing Trust Fund<br>Term Exp: 6/30/2025 |
| 2. | Colleen Schaller | Council on Aging<br>Term Exp: 6/30/2025 |
| 3. | Kathleen Robey | Council on Aging<br>Term Exp: 6/30/2025 |
| 4. | Amy Lam | Needham Council on Arts and Culture<br>Term Exp: 6/30/2025 |
| 5. | Daniel Goodman | Council of Economic Advisors<br>Term Exp: 6/30/2025 |
| 6. | Thomas Conroy | PPBC User Representative – Public Safety<br>Project: Indefinite Term |

| | | |
|---|---|---|
| 7. | Donna Mullin | Traffic Management Advisory Committee<br>Term Exp: 6/30/2025 |
| 8. | Rebecca Tarantino | Traffic Management Advisory Committee<br>Term Exp: 6/30/2025 |
| 9. | Robert Ciccolo | Traffic Management Advisory Committee<br>Term Exp: 6/30/2025 |
| 10. | Guus Dreissen | Traffic Management Advisory Committee<br>Term Exp: 6/30/2023 |
| 11. | Election Workers for 2022–2023 | See attached |

## CONSENT AGENDA *=Backup attached

| | |
|---|---|
| 1.* | Approve minutes of June 14, 2022 (open session), June 28, 2022 (open and executive session) |
| 2. | Accept the following donation made to the Needham Community Revitalization Trust Fund: $2,500 from Mr. C. Bruce Johnstone. |
| 3. | Accept the following gift card donations made to the Needham's Aging Services Division to use at the Council on Aging: $105 Café Fresh Bagel, $60 Town House of Pizza, $375 Roche Brothers, $400 Sweet Basil, $150 Volante Farms, and $25 from Linda S. Sohmer. |
| 4. | Accept the following donation made to the Needham Free Public Library: $30 from Catherine J. Collishaw in memory of Anita Marie Love. |
| 5.* | Sign the Warrant for the State Primary Election to be held on Tuesday, September 6, 2022. |
| 6.* | Authorize the Chief of Police to assign police officers to each polling location and Town Hall in accordance with the "Votes Act" for all future elections. |
| 7.* | Approve a request from Julia Karr, Development Associate for the 35th Annual Bike-A-Thon, Bikes Not Bombs. The road event will pass through Needham on Sunday, September 11, 2022, with a rain date of Sunday, September 22, 2022. The route was approved by the following departments: DPW, Police, Fire and Park and Recreation. |
| 8.* | Approve a request from Allan Eyden, Race Coordinator for the Pan-Massachusetts Challenge, PMC Road Race. The event will pass through Needham on Saturday, August 6 and Sunday, August 7, 2022. The route of the race was approved by the following departments: DPW, Police, Fire and Park and Recreation. |
| 9.* | Approve a request from Clint Moon, Route Coordinator for the Ride for Food. The event will pass through Needham on Sunday, October 2, 2022. The route was approved by the following departments: DPW, Police, Fire and Park and Recreation. |
| 10.* | RATIFY a One Day Special License for Monique Goodrow-Trach of Needham Pool and Racquet Club who hosted its Beers, Bags and Annual Corn Hole Tournament on Friday, July 15, 2022. The event was held at Needham Pool & Racquet Club 1545 Central Ave, Needham. Police and Fire Department approved the event. |
| 11.* | Approve and sign integrated collective bargaining agreement between the Town and the Needham Police Union for the period July 1, 2021 through June 30, 2022 |

| | |
|---|---|
| | and July 1, 2022 through June 30, 2025. |
| 12.* | Approve and sign integrated collective bargaining agreement between the Town and the Needham Police Superior Officers Association for the period July 1, 2021 through June 30, 2022 and July 1, 2022 through June 30, 2025. |
| 13.* | Approve and sign integrated collective bargaining agreements between the Town and the Needham Firefighters Union Local 1706 Unit A & Unit C for FY21 and FY22 |
| 14.* | Approve and authorize the chair to sign the Employment Agreement between the Town and Thomas Conroy, Fire Chief. |
| 15.* | Approve and authorize the Town Manger to executive an estoppel certification for Sun Life. |
| 16. | Approve 20B Exemptions for the following individuals to engage in work with the Needham Park & Recreation Department: William Coakley, Charles Dowe, Samantha Gonzalez, Nevada Gillespie. |
| 17. | Grant permission for the following residents to hold block parties: |

| Name | Address | Party Location | Party Date | Party Rain Date | Party Time |
|---|---|---|---|---|---|
| Cindy Osgood | 27 Laurel Drive | Lower Laurel Drive | 9/10/22 | 9/11/22 | 4pm-8pm |
| Katherine Calzada | 9 Morton Street | Morton Street | 9/10/22 | 9/17/22 | 12pm-4pm |
| Christine Holland | 104 Newell Ave. | Intersection near Newell, Prospect, and Lewis | 9/10/22 | 9/11/22 | 5pm-8pm |
| Paul Kaboub | 57 Parkinson Street | Parkinson Street Between Webster and Manning | 9/10/22 | 9/17/22 | 4pm-8pm |

**PROCLAMATION**
**Purple Heart Community**

**WHEREAS**, the people of the Town of Needham have great admiration and the utmost gratitude for the men and women who selflessly served their country and this community in the Armed Forces; and

**WHEREAS**, the contributions and sacrifices of the men and women from Needham who served in harm's way in the Armed Forces have been vital in maintaining the freedom and the way of life enjoyed by our citizens; and

**WHEREAS**, many of our citizens were awarded the Purple Heart for their sacrifice, having been wounded in action while engaged in combat; and

**WHEREAS**, the Purple Heart is the oldest American military decoration in present use and was initially created as The Badge of Military Merit on August 7, 1782 in Newburgh, New York by General George Washington. The award was made of purple cloth, shaped as a heart with the word "Merit" sewn upon it; and

**WHEREAS**, August 7 is nationally recognized as Purple Heart Appreciation Day;

**NOW, THEREFORE, BE IT RESOLVED** that the Select Board of the Town of Needham does hereby proclaim that Needham is a Purple Heart Community and that August 7th will be considered Purple Heart Day in Needham. The Select Board encourages residents and businesses to display the American Flag and recognize Purple Heart recipients on that day, honoring the service and sacrifice of our military personnel.

Signed this 26th day of July 2022

_____
Marianne B. Cooley, Chair

_____
Marcus A. Nelson, Vice Chair

_____
Kevin Keane, Clerk

_____
Matthew D. Borrelli

_____
Heidi Frail

**PROCLAMATION**
**Indian Independence Day**

**WHEREAS:** India is the largest free democratic country in the world, home of nearly a fifth of the world's population, and with exceptional beauty and rich cultural heritage; and

**WHEREAS:** The Indian independence movement was led by patriots including Mahatma Gandhi, Rani Laxmi Bai, Deshbandhu Das, Jawaharlal Nehru, Subhash Chandra Bose, Lala Lajpat Rai, Lokmanya Tilak, Bhagat Singh, Maulana Azad, Raja Gopalachari, and Sardar Patel. One of their resistance methods was nonviolent protest, which became a model of civil rights movements around the world, including the one led by Dr. Martin Luther King, Jr.; and

**WHEREAS:** On August 15, 1947, India regained independence from two hundred years of repressive British occupation with civil disobedience and nonviolent protest. That movement became a new weapon to fight against inequality and injustice in the world; and

**WHEREAS:** The Constituent Assembly of India created a democratic constitution of its own, including inspirations from the American constitution; and

**WHEREAS:** A youthful country celebrating its 75th Independence Day, India has shown tremendous growth in education, health, agriculture, and technology since its independence; and

**WHEREAS:** India's Independence Day is celebrated by almost 1.5 billion people across the country with flag-hoisting ceremonies, kite-flying, and parades; and

**WHEREAS:** India has the largest diaspora in the world, and over 36 million of Indian origin live in other countries, with over 4 million people of Indian origin living in the United States, over 100 thousand in Massachusetts, and hundreds in Needham, who contribute greatly to the social, economic, and civic health of our nation and our community; and

**WHERAS:** India is a composite civilization – an ancient nation extraordinarily unique as a cultural mosaic of people encompassing a prodigious diversity of ethnic groups, religions, languages, customs, traditions, clothing, gastronomy, climatic conditions and natural resources, and yet presenting an underlying unity.

**NOW, THEREFORE, BE IT RESOLVED** the Select Board of the Town of Needham does hereby proclaim August 15, 2022, as India Day and encourages all residents to join the Indian Community to celebrate and commemorate its 75th Independence Day.

Signed this 26th day of July 2022

_____
Marianne B. Cooley, Chair

_____
Marcus A. Nelson, Vice Chair

_____
Kevin Keane, Clerk

_____
Matthew D. Borrelli

_____
Heidi Frail

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

**MEETING DATE: 7/26/2022**

| | |
|---|---|
| **Agenda Item** | Swear in New Fire Chief |
| **Presenter(s)** | Kate Fitzpatrick |

| | |
|---|---|
| **1.** | **BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED** |

Town Clerk Tedi Eaton will swear in Thomas Conroy as the next Fire Chief in the Town of Needham.

| | |
|---|---|
| **2.** | **VOTE REQUIRED BY SELECT BOARD** |

Swearing In Only

| | |
|---|---|
| **3.** | **BACK UP INFORMATION ATTACHED** |

none

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

**MEETING DATE: 7/26/2022**

| | |
|---|---|
| **Agenda Item** | Public Hearing: Eversource Grant of Location: 233 Great Plain Ave |
| **Presenter(s)** | Joanne Callender, Eversource Representative |

| **1.** | **BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED** |
|---|---|

Eversource Energy requests permission to install approximately 21 feet of conduit in Berkshire Road. This work is necessary to provide underground service to 233 Great Plain Ave, Needham.

The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, that conduit must be placed at 24" below grade to the top of the conduit.

| **2.** | **VOTE REQUIRED BY SELECT BOARD** |
|---|---|

Suggested Motion: That the Select Board approve and sign a petition from Eversource Energy to install approximately 21 feet of conduit in Berkshire Road.

| **3.** | **BACK UP INFORMATION ATTACHED** |
|---|---|

a. DPW Review Sheet
b. Letter of Application
c. Petition
d. Order
e. Petition Plan
f. Notice Sent to Abutters
g. List of Abutters

# TOWN OF NEEDHAM
# PUBLIC WORKS DEPARTMENT

NEEDHAM, MA 02492 Telephone: (781) 455-7550
www.needhamma.gov/dpw

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

For Select Board Meeting of

Abutters list & labels at Assessors Office.

Please email confirmation date & time of hearing

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## GRANT OF LOCATION PETITION REVIEW

DATE OF FIELD REVIEW: 6-29-2022 REVIEWER: RWW.

SITE LOCATION: #233 GREAT PLAIN AVENUE UTILITY REQUESTING: EVERSOURE

Conduit Work Area Description

(A) Sidewalk/Grass Strip Crossing Only — Peer Review tar 78/22

B Work Within Paved Road Perpendicular Crossing — Peer Review _____

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

Peer Review _____ Div. Head Review _____

D Other — Peer Review _____ Div. Head Review _____

- ☑ Petition Plan Consistent with Field Review
- ☑ Diameter of Conduit 3"
- ☑ Depth of Conduit
- ☑ Utility Conflicts
- ☑ Crossing Perpendicular to Road
- ☑ Public Road
- ☐ Double Pole N/A
- ☐ Old Pole Removed N/A
- ☐ Cables Transferred to New Pole N/A
- ☑ New Riser on Pole No
- ☑ Visible Trench Patch across Road/Sidewalk No
- ☐ Abutters List Complete
- ☑ Photos Included

Department Head _____

COMMENTS:

No TRENCHING, No RISER ON POLE AS OF YET.

Application is in order, pending public hearing approval- tar 7/11/22

EVERSOURCE ENERGY

180 Calvary Street
Waltham, Ma 02453

June 28, 2022

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: Great Plain Ave
Needham, MA
W.O.# 7852148

Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY for the purpose of obtaining a Grant of Location to install approximately 21 feet of conduit in Berkshire Road.

The reason for this work is to provide electric service to 233 Great Plain Ave.

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

Very truly yours,

*Richard M. Schifone*

Richard M. Schifone, Supervisor
Rights and Permits

RMS/wls
Attachments

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

WHEREAS, **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** has petitioned for permission to construct a line for the tranmission of electricity for lighting, heating or power under the public way or ways of the Town thereinafter specified, and notice has been given and a hearing held on said petition as provided by law.
It is ORDERED that **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** be and hereby is granted permission to construct and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

**Berkshire Road - Northwest from pole 251/1, at Great Plain Avenue, install approximately 21 feet of conduit.**

**W.O.# 7852148**

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

1. Conduits and manholes shall be located as shown on the plan made by **T. Thibault, dated June 6, 2022** on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the Select Board or such officer or officers as it may appoint to supervise the work.

1 _____
2 _____
3 _____
4 _____
5 _____

Select Board
the Town of
**NEEDHAM**

**CERTIFICATE**

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit:-after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____ 2022 at _____ in said Town.

1 _____
2 _____
3 _____
4 _____
5 _____

Select Board
the Town of
**NEEDHAM**

**CERTIFICATE**

I hereby certify that the foregoing are true copies of the Order of the **Select Board** of the Town of **NEEDHAM,** Masssachusetts, duly adopted on the _____ day of _____, 2022 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

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

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

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

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

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **T. Thibault, dated June 6, 2022** and filed herewith, under the following public way or ways of said Town:

**Berkshire Road - Northwest from pole 251/1, at Great Plain Avenue, install approximately 21 feet of conduit.**

**W.O.# 7852148**

**NSTAR ELECTRIC COMPANY**
**dba EVERSOURCE ENERGY**

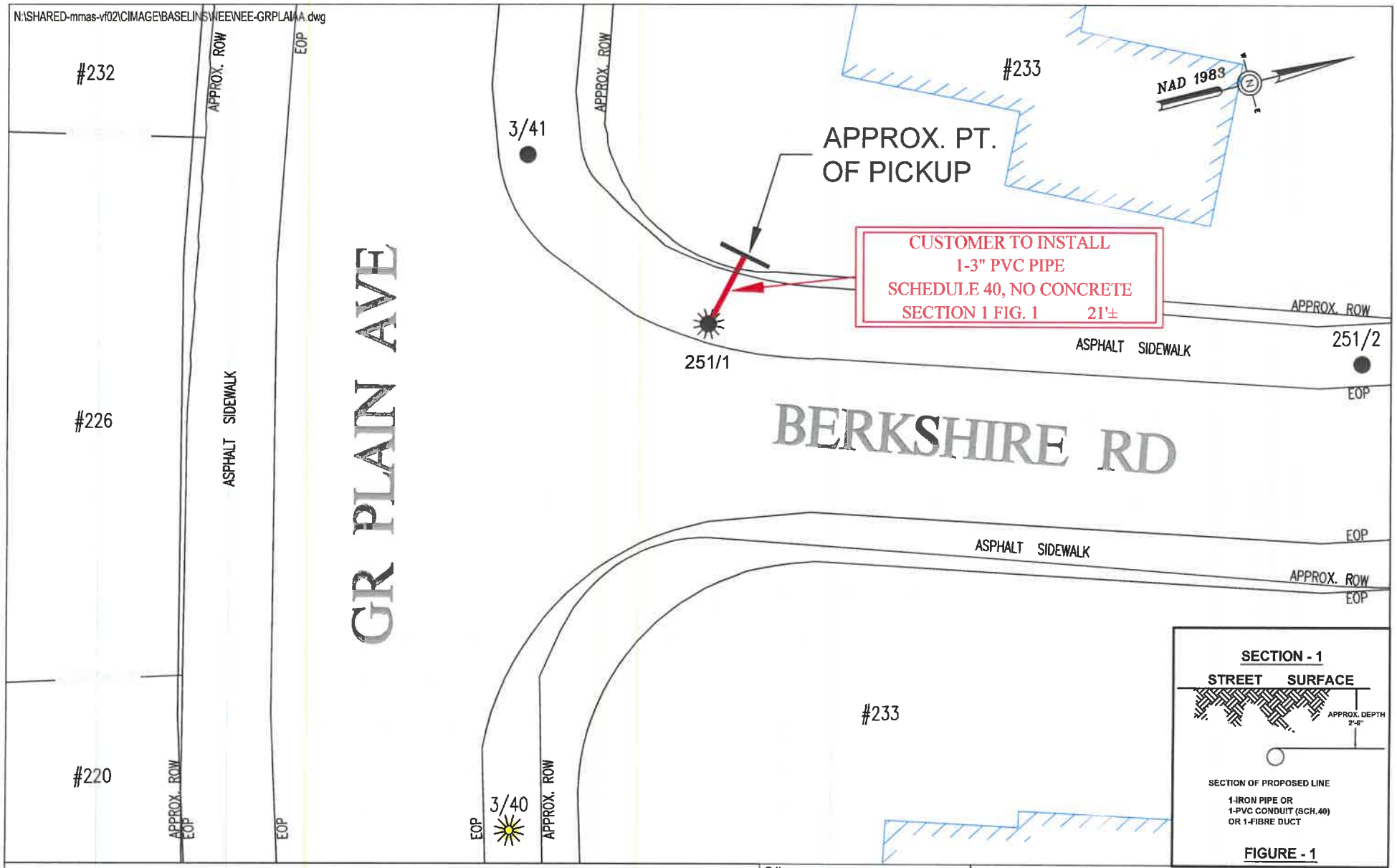
By: *Richard M. Schifone*
Richard M. Schifone, Supervisor
Rights & Permits

**Dated this___th day of** _____

Town of **NEEDHAM** Massachusetts

Received and filed _____2022

_____

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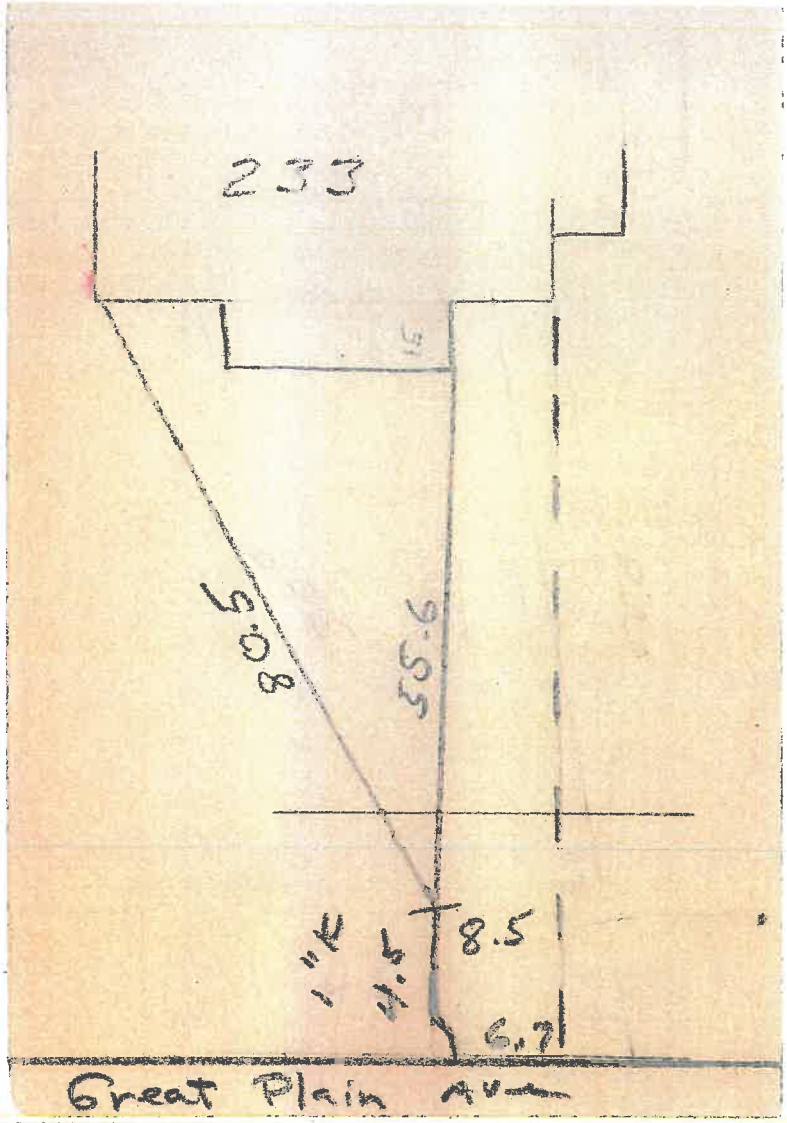
**MASS. LAW**

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

| | |
|---|---|
| C# | NSTAR ELECTRIC d/b/a EVERSOURCE |
| Ward # | 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125 |
| Work Order # 7852148 | *Plan of* GR PLAIN AVE |
| Surveyed by: N/A | NEEDHAM |
| Research by: JC | Showing PROPOSED CUSTOMER CONDUIT LOCATION |
| Plotted by: LM | |
| Proposed Structures: LM | |
| Approved: T THIBAULT | Scale 1"=20' Date JUNE 6, 2022 |
| P# | SHEET 1 of 1 |




TOWN OF NEEDHAM SEWER DEPARTMENT

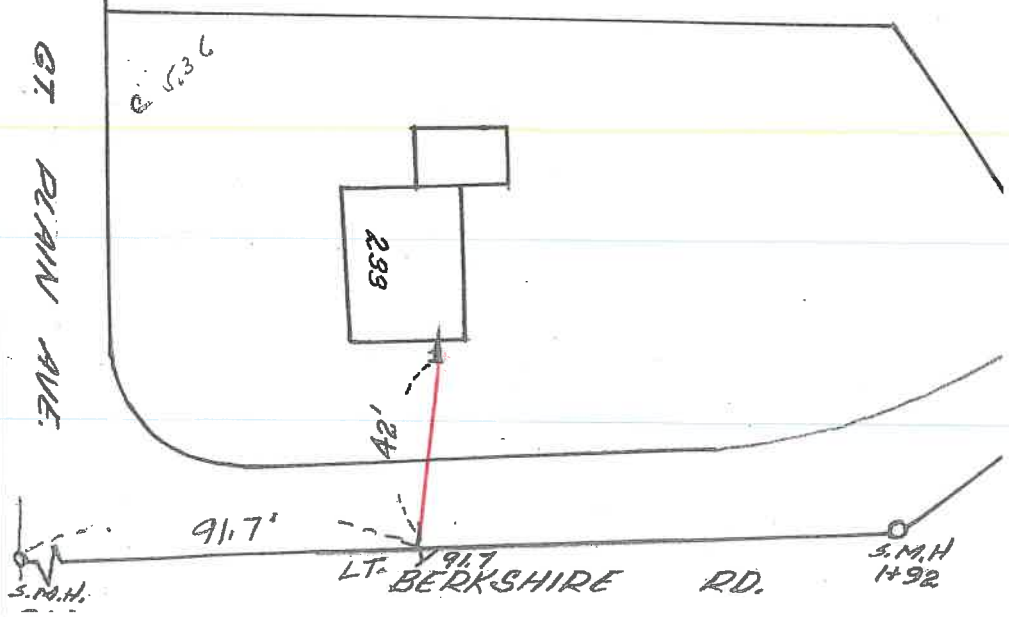
## HOUSE CONNECTION

APP. NO. 4193 NO. 233 Great Plain Ave ST. OWNER George J. & Marjorie C. Crawden

ESTIMATE _____ COST 235.46 DATE June 19, 1958

| | |
|---|---|
| Length to St. Line | 20' |
| St. Line to ~~Bldg.~~ Iron | 22' |
| Total Length | 42' |
| Depth at Main | 7.6' |
| " " St. Line | 6' |
| " " Bldg. | 5' |
| Ave. Depth | |
| Kind of Soil | Gravel |
| Ledge | |
| Depth of Gr. Water | |
| Work Started | |
| " Finished | |
| Plumbing Conn. | |

PLAN NO. 184 LOT NO. 78



# TOWN OF NEEDHAM, MASSACHUSETTS

## Building Inspection Department

Assessor's Map & Parcel No. 199/006.0-0070-0000.0

Building Permit No. _____ Zoning District SR-B

Lot Area 16,308 S.F. Address No. 233 GREAT PLAIN AVENUE

Owner Nikolaus & Kate Monahan Builder _____

## PROPOSED PLOT PLAN

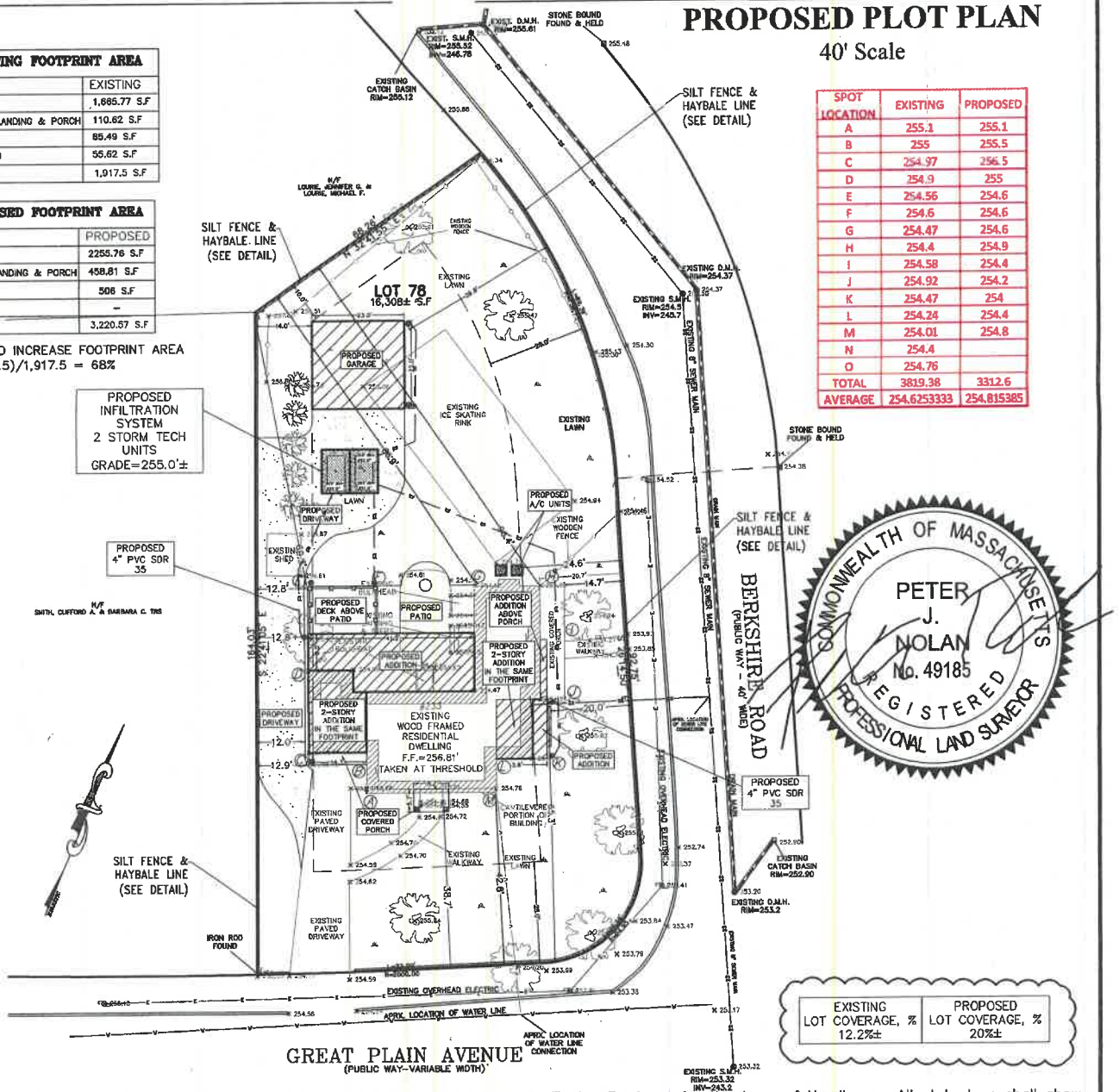
40' Scale

| EXISTING FOOTPRINT AREA | |
|---|---|
| | EXISTING |
| HOUSE | 1,685.77 S.F |
| DECK & LANDING & PORCH | 110.62 S.F |
| SHED | 85.49 S.F |
| BULKHEAD | 55.62 S.F |
| TOTAL | 1,917.5 S.F |

| PROPOSED FOOTPRINT AREA | |
|---|---|
| | PROPOSED |
| HOUSE | 2255.76 S.F |
| DECK & LANDING & PORCH | 458.81 S.F |
| GARAGE | 506 S.F |
| BULKHEAD | -- |
| TOTAL | 3,220.57 S.F |

TOTAL PROPOSED INCREASE FOOTPRINT AREA
(3,220.57-1,917.5)/1,917.5 = 68%

| SPOT LOCATION | EXISTING | PROPOSED |
|---|---|---|
| A | 255.1 | 255.1 |
| B | 255 | 255.5 |
| C | 254.97 | 256.5 |
| D | 254.9 | 255 |
| E | 254.56 | 254.6 |
| F | 254.6 | 254.6 |
| G | 254.47 | 254.6 |
| H | 254.4 | 254.9 |
| I | 254.58 | 254.4 |
| J | 254.92 | 254.2 |
| K | 254.47 | 254 |
| L | 254.24 | 254.4 |
| M | 254.01 | 254.8 |
| N | 254.4 | |
| O | 254.76 | |
| TOTAL | 3819.38 | 3312.6 |
| AVERAGE | 254.6253333 | 254.815385 |




| EXISTING LOT COVERAGE, % | PROPOSED LOT COVERAGE, % |
|---|---|
| 12.2%± | 20%± |

COMMONWEALTH OF MASSACHUSETTS
PETER J. NOLAN
No. 49185
REGISTERED PROFESSIONAL LAND SURVEYOR

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

I hereby certify that the information provided on this plan is accurately shown and correct as indicated. The above is subscribed to and executed by me this 24th day of SEPTEMBER 2021 .

Name PETER J. NOLAN Registered Land Surveyor No. 49185

Address 80 JEWETT ST.(SUITE 2) City NEWTON State MA Zip 02458 Tel. No. (617) 782-1533

Approved _____ Director of Public Works Date _____

Approved _____ Building Inspector Date _____

# TOWN OF NEEDHAM, MASSACHUSETTS

## Building Inspection Department

Assessor's Map & Parcel No. 199/006.0-0070-0000.0

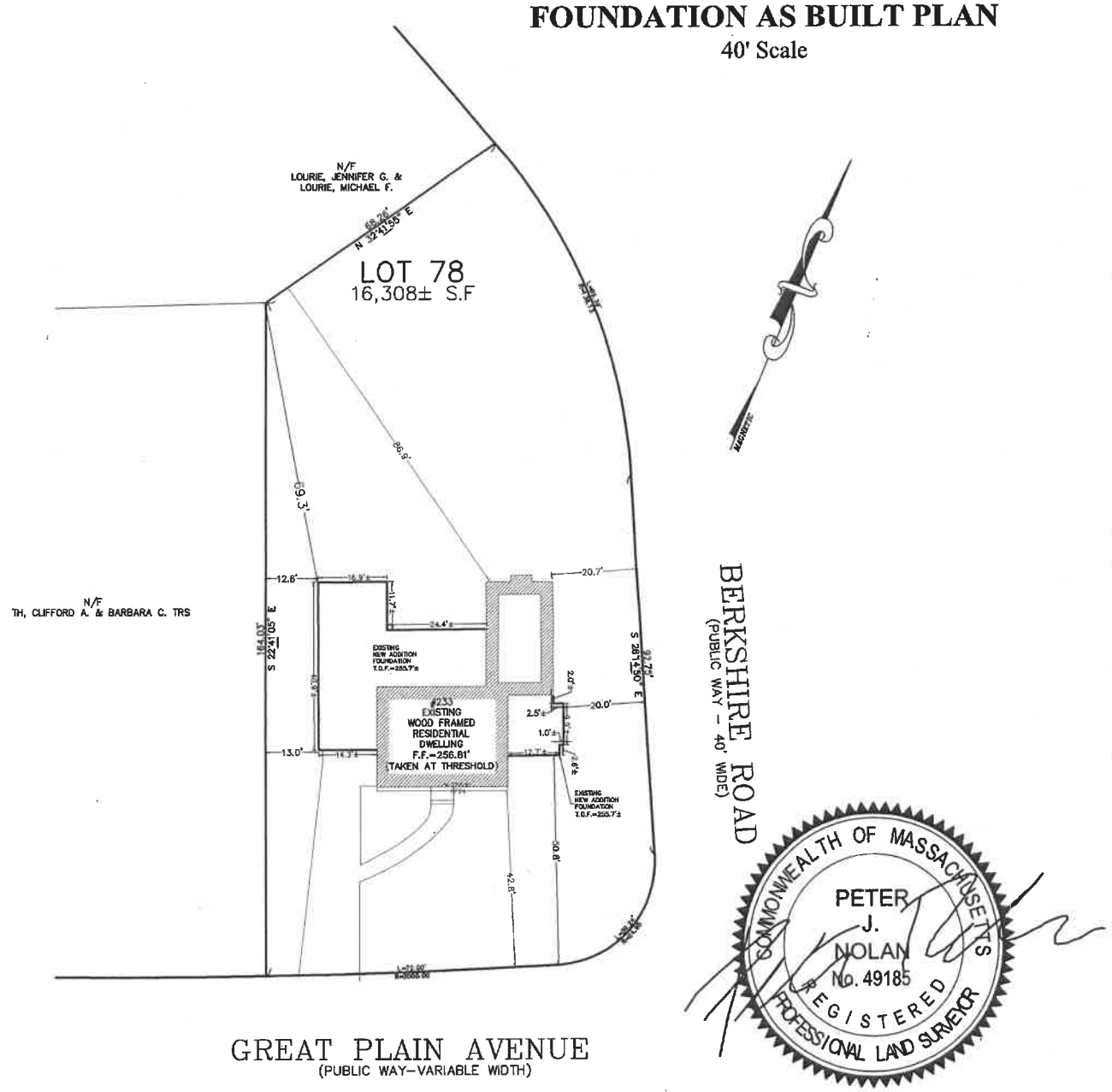
Building Permit No. _____ Zoning District SR-B

Lot Area 16,308 S.F. Address No. 233 GREAT PLAIN AVENUE

Owner Nikolaus & Kate Monahan Builder _____

## FOUNDATION AS BUILT PLAN

40' Scale




COMMONWEALTH OF MASSACHUSETTS
PETER J. NOLAN
No. 49185
REGISTERED PROFESSIONAL LAND SURVEYOR

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

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

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

The above is subscribed to and executed by me this 21ST day of FEBRUARY 2022 .

Name PETER J. NOLAN Registered Land Surveyor No. 49185

Address 80 JEWETT ST.(SUITE 2) City NEWTON State MA Zip 02458 Tel. No. (617) 782-1533

Approved _____ Director of Public Works Date _____

Approved _____ Building Inspector Date _____

N

1"=40'

006-0067
#251

006-0068
#243

006-0014
#24

006-0013
#15

005-0055
#20

005-0056
#14

005-005
#14

006-0069
#239

006-0070
#233

PROP. #238

PROPOSED 3" CONDUIT LOCATION

POLE #251/1

006-0071
#7

005-0061
#213

005-0060
#207

009-0064
#250

008-0009
#244

008-0008

GREAT PLAIN AVE.

BERKSHIRE RD.

# NOTICE

To the Record

You are hereby notified that a public hearing will be held **at 6:00 p.m. on July 26, 2022, via Zoom and in person at Powers Hall, Town Hall, 1471 Highland Avenue, Needham, MA 02492** upon petition of Eversource Energy dated **June 6, 2022** to install approximately 21 feet of conduit in Berkshire Road. This work is necessary to provide electric service to 233 Great Plain Ave, Needham, MA.

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

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

Marianne B. Cooley
Marcus A. Nelson
Kevin Keane
Matthew D. Borrelli
Heidi Frail

SELECT BOARD

You are invited to a Zoom webinar.
https://us02web.zoom.us/j/86082115013?pwd=_Nmutq_K3iGFSBGn2r7SaMH4-AX2uB.1
Passcode: 699157
Webinar ID: 860 8211 5013

Dated: July 20, 2022

# *233 GREAT PLAIN AVENUE*

| PARCEL ID | OWNER NAME 1 | OWNER NAME 2 | MAILING ADDRESS | CITY | ST | ZIP |
|---|---|---|---|---|---|---|
| 199/006.0-0070-0000.0 | MONAHAN, NIKOLAUS SR.& | MONAHAN, KATE | 233 GREAT PLAIN AVE | NEEDHAM | MA | 02492- |
| 199/006.0-0071-0000.0 | SILVA, MARK & | SILVA, RHONDA LYNN | 7 BERKSHIRE RD | NEEDHAM | MA | 02492- |
| 199/006.0-0069-0000.0 | SMITH, CLIFFORD A. & BARBARA C. TRS | BARBARA C. SMITH TRUST | 239 GREAT PLAIN AVE | NEEDHAM | MA | 02492- |
| 199/008.0-0008-0000.0 | DEVINE, DAVID F. & MARIE C. TRS | D&M DEVINE REALTY TRUST | 238 GREAT PLAIN AVE | NEEDHAM | MA | 02492- |
| 199/006.0-0012-0000.0 | OWENS, ROBERT J.,TRUSTEE | | 23 BERKSHIRE RD | NEEDHAM | MA | 02492- |
| 199/006.0-0014-0000.0 | WANG, YI & | BAI, LING | 24 BERKSHIRE RD | NEEDHAM | MA | 02492- |
| 199/008.0-0006-0000.0 | SULLIVAN, RYAN J. & | SULLIVAN, LANA | 226 GREAT PLAIN AVE | NEEDHAM | MA | 02492- |
| 199/006.0-0013-0000.0 | MARSH, WILLIAM JR., TR | 15 BERKSHIRE RD REALTY TRUST | 58 WESTMINSTER RD | NEWTON CENTRE | MA | 02459- |
| 199/008.0-0007-0000.0 | BRINKHAUS, CHRISTOPHER & | BRINKHAUS, JANA M | 232 GREAT PLAIN AVE | NEEDHAM | MA | 02492- |

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

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

**MEETING DATE: 07/26/2022**

| | |
|---|---|
| **Agenda Item** | Joint Meeting with Park and Recreation Commission: Appointment of Commissioner |
| **Presenter(s)** | Select Board & Park and Recreation Commission |

| | |
|---|---|
| **1.** | **BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED** |

Marcus Nelson, Vice Chair of the Select Board and Chris Gerstel, Chair of the Park and Recreation Commission, held interviews with applicants for the current vacancy on the Park and Recreation Commission on June 15, 2022. Mr. Nelson and Mr. Gerstel recommend that Frederica Lalonde be appointed to serve the remainder of the term until the next Town Election.

| | |
|---|---|
| **2.** | **VOTE REQUIRED BY SELECT BOARD** |

*Suggested Motion:* That the Select Board and Park and Recreation Commission vote to appoint Frederica Lalonde to the Park and Recreation Commission until the next Town Election to be held on April 11, 2023.

| | |
|---|---|
| **3.** | **BACK UP INFORMATION ATTACHED** |

a. Letter dated March 4, 2022 from Theodora K. Eaton, Town Clerk

Theodora K. Eaton, MMC
Town Clerk

# TOWN OF NEEDHAM

*Office of the Town Clerk*
1471 Highland Avenue, Needham, MA 02492-0909
Telephone (781) 455-7500 x216
Fax (781) 449-1246
Email: Teaton@needhamma.gov

RECEIVED
TOWN OF NEEDHAM
SELECT BOARD
2022 MAR -4 P 4:57

March 4, 2022

Needham Select Board and
Needham Park & Recreation Commission
Town of Needham
1471 Highland Avenue
Needham, MA 02492

Dear Members of the Select Board and the Needham) Park & Recreation Commission:

I have received a letter of resignation from Bruce R. Williams, elected member of the Park & Recreation Commission effective March 1 2022.

Once again, I would like to outline the methodology for filling a vacancy on an elected board under Massachusetts General Laws Chapter 41, Section 11, Subsection 81A:

"The remaining members (Needham Park & Recreation Commission) write to the Select Board, within one month of the vacancy, informing them of the vacancy. Then, the Select Board, with the remaining members of the Needham Park & Recreation Commission, after one week's public notice, fill the vacancy by roll call vote. If the remaining members do not inform the Select Board within one month, the Select Board fill the vacancy by themselves. In either case, a majority vote of all the officials eligible to vote is required to select a replacement. Whoever is selected must be a registered voter in the town and perform the duties of the office until the next Annual Town Election or until another person is qualified."

If you have any questions, please don't hesitate to contact me.

Sincerely,

Theodora K. Eaton

Theodora K. Eaton, MMC,
Town Clerk

Cc: Kate Fitzpatrick, Town Manager
Stace Mulroy, Director, Needham
Park & Recreation Commission

Elec.doc198

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

**MEETING DATE: 7/26/2022**

| | |
|---|---|
| **Agenda Item** | Public Hearing: Comcast Cable Television License Renewal |
| **Presenter(s)** | Myles Tucker, Support Services Manager<br>Bill August, Town Cable Counsel<br>Greg Franks, Comcast Representative |

**1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**

The Town Manager will recommend that the Select Board, as Issuing Authority for the Town, enter into a ten-year cable television renewal license with Comcast of Needham Inc. for the period of December 18, 2022 through December 17, 2032.

**2. VOTE REQUIRED BY SELECT BOARD**

*Suggested Motion:* That the Board find that the cable franchise renewal proposal of Comcast of Needham, Inc. reasonably meets the franchise and cable-related renewal needs and interests of the public and Town; and that Comcast of Needham, Inc.'s financial and technical qualifications and local programming channels, facilities, and services are reasonable to meet Town cable franchise needs, find that the Select Board, as Issuing Authority for the Town, votes to accept the renewal agreement with Comcast of Needham, Inc. effective December 18, 2022.

**3. BACK UP INFORMATION ATTACHED**

a. Cable Television Renewal License Agreement
b. Legal Advertisement

# CABLE TELEVISION
# RENEWAL LICENSE

**GRANTED TO**

**Comcast of Needham, Inc.**

**TOWN OF NEEDHAM, MASSACHUSETTS**

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## A G R E E M E N T

This cable television renewal license entered into by and between the Town of Needham, Massachusetts, by the Select Board of Needham in its statutory capacity as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast Cable Communications Management, LLC ("Comcast" or the "Licensee").

## W I T N E S S E T H

WHEREAS, Comcast Cable Communications Management, LLC, (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Needham, Massachusetts (hereinafter the "Town"), said license having commenced on December 18, 2012;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated April 1, 2020 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated February 2, 2022;

WHEREAS, there has been an opportunity for public comment, including the holding of a license renewal public ascertainment hearing on October 13, 2020, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Town's Select Board, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

## ARTICLE 1

## DEFINITIONS

**Section 1.1---DEFINITIONS**

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

(1) Access: The right or ability of any Needham resident and/or any Persons affiliated with a Needham institution to use designated PEG facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures lawfully established by the Issuing Authority or its Access Provider for such use.

(2) Access Channel: A video channel which the Licensee owns and shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and/or similar organizations, subject to the conditions and procedures as lawfully established by the Issuing Authority or its Access Provider for such use.

(3) Access Corporation or Access Provider: The nonprofit, tax exempt 501(c)(3) charitable purpose entity, as designated by the Issuing Authority from time to time, for the purpose of operating the public, educational and or governmental access facilities, equipment and channels on the Cable Television System.

(4) Affiliate or Affiliated Person: When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(5) Basic Service: Any Service tier which includes the retransmission of local television broadcast Signals.

(6) CMR: The Code of Massachusetts Regulations.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

(8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or successor agency if any.

(9) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

(10) Cable Television System or Cable System: A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Town, but such

term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

(12) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(13) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(14) Department of Public Works ("DPW"): The Department of Public Works of the Town of Needham, Massachusetts.

(15) Downstream Channel: A channel over which Signals travel from the Cable System Headend or hub site to an authorized recipient of Programming.

(16) Drop or Cable Drop: The cable that connects an Outlet to the feeder cable of the Cable System.

(17) Educational Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Issuing Authority's Access Designee, for the use of educational institutions and/or the Access Corporation to present non-commercial educational programming and information to the public subject to applicable law and the terms hereof.

(18) Effective Date of Renewal License (the "Effective Date"): December 18, 2022.

(19) FCC: The Federal Communications Commission, or any successor agency.

(20) Government Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public.

(21) Gross Annual Revenues: Revenues received by the Licensee and/or its Affiliates calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ('fee on fee'); all Commercial Subscriber revenues on a pro-rata basis; fees paid for channels designated for commercial use; and Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; leased access revenues, home shopping revenues, and advertising revenues. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection

with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off consistent with Generally Accepted Accounting Principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage.

(22) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(23) Issuing Authority: The Select Board of the Town of Needham, Massachusetts.

(24) Leased Channel or Leased Access: A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.

(25) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Needham and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Ch. 166A.

(26) Licensee: Comcast Cable Communications Management, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(27) Normal Business Hours: Those hours during which most similar businesses in Needham are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

(28) Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(29) Outlet: An interior or exterior receptacle, generally mounted in a wall that connects a Subscriber's television set or Subscriber-owned equipment to the Cable System.

(30) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(31) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(32) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(33) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(34) PEG Access Channels: Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.

(35) Person: Any corporation, partnership, limited partnership, association, trust, organization, other

business entity, individual or group of individuals acting in concert.

(36) Prime Rate: The prime rate of interest at the Federal Reserve Bank.

(37) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, Needham residents and/or organizations wishing to present non-commercial Programming and/or information to the public.

(38) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, bulkheads, dedicated public utility easements, and all other publicly owned real property having compatible easements within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(39) Renewal License or License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(40) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter or other decoding device.

(41) Service: Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

(42) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(43) State: The Commonwealth of Massachusetts.

(44) Subscriber: Any Person, firm, corporation or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, the Cable Television System.

(45) Subscriber Network: The not less than 750 MHz, bi-directional network, owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(46) Town: The Town of Needham, Massachusetts.

(47) Town Counsel: The Town Counsel of the Town of Needham, Massachusetts.

(48) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscribers' residences.

(49) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(50) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(51) VCR: The acronym for videocassette recorder.

(52) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## ARTICLE 2

## GRANT OF RENEWAL LICENSE

### Section 2.1---GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Select Board of the Town of Needham, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Needham. Nothing in this License shall be construed to prohibit Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

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

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places having compatible easements and under the jurisdiction of the Town of Needham within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has a compatible easement or right-of-way, in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Needham. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places. Nothing herein shall preclude Licensee from offering any other service over the Cable System as may be lawfully allowed

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

### Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on December 18. 2022 and shall expire at midnight on December 17, 2032 unless sooner terminated as provided herein.

### Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

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

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

(i) In the event that the Licensee believes that any additional cable television license(s) have been

granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested.

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

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

**Section 2.4---POLICE AND REGULATORY POWERS**

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

**Section 2.5---REMOVAL**

Subject to applicable law, termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law, the Licensee shall, if requested by the Issuing Authority, remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas. If such removal is not complete within six (6) months after such termination and Issuing Authority request, the Issuing Authority may deem any property not removed as having been abandoned. Notwithstanding the foregoing, the parties reserve any and all rights they may have under the Cable Act with respect to disposition of the Cable System in connection with termination of this Renewal License as a result of the License not being renewed or otherwise lawfully terminated.

**Section 2.6---TRANSFER OF THE RENEWAL LICENSE**

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

(b) Pursuant to applicable federal and State law(s), in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability,

management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under such applicable law(s) and/or regulation(s).

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(d) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(e) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred twenty (120) days of receipt of said application. To the extent provided for under the Cable Act, after one hundred twenty (120) days, the application shall be deemed approved.

(h) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

**Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION**

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

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

## ARTICLE 3

## CABLE SYSTEM DESIGN

### Section 3.1---SUBSCRIBER NETWORK

Licensee shall maintain a Cable Television System, fully capable of providing Cable Service in accordance with applicable law. The Cable Television System shall conform to the applicable FCC technical specifications, as amended, contained in **Exhibit 1** attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

### Section 3.2---EMERGENCY ALERT OVERRIDE CAPACITY

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

### Section 3.3---PARENTAL CONTROL CAPABILITY

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

## ARTICLE 4

## CABLE SYSTEM LOCATION, MAINTENANCE AND OPERATIONAL STANDARDS

### Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The area to be served is the entire Town of Needham, subject to the limitations set forth herein. Service shall be provided to every dwelling occupied by a Person requesting Cable Service that can be reached by the Cable System via the public right of way in the Town or easements in the Town over which the Town has control, provided that the Licensee is able, in addition, to obtain from owners of private property any necessary easements and/or permits in accordance with applicable law(s). The Licensee shall make reasonable efforts to meet with the Issuing Authority regarding any proposed housing that may have boundary issues, in order to serve customers through legally permissible and cost effective Needham rights-of-way.

(b) The Licensee shall make its Cable System available to residents of the Town, unless legally prevented from doing so, subject only to the installation charges herein.

(c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges subject to Licensee first providing the resident with a verbal estimate, or written estimate if requested, of the costs of a non-standard installation and subject to such resident consenting to same. The Licensee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than

one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto, subject to Force Majeure and the completion of utility pole make ready work. Any dwelling unit within one hundred feet (100') feet underground from the Trunk and Distribution System shall be entitled to a standard underground installation, unless the sub-surface of an underground installation is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Underground installations shall be considered non-standard installations. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state law and regulations.

**Section 4.2---LOCATION OF THE CABLE TELEVISION SYSTEM**

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

**Section 4.3---ABOVE GROUND & UNDERGROUND FACILITIES**

(a) The Licensee shall comply with applicable law(s) regarding any requirement(s) to remove Licensee-owned poles, overhead wires and associated overhead structures within all or any part or parts of the Town.

(b) Licensee-owned underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes should be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law

(d) Nothing in this Section 4.3 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances in the Public Way as of the Effective Date such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

**Section 4.4---TREE TRIMMING**

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

**Section 4.5---RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public

Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

**Section 4.6---TEMPORARY RELOCATION**

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of Service.

**Section 4.7---DISCONNECTION AND RELOCATION**

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

**Section 4.8---SAFETY STANDARDS**

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

**Section 4.9---PEDESTALS**

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

**Section 4.10---PRIVATE PROPERTY**

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

**Section 4.11---RIGHT TO INSPECTION OF SYSTEM**

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

**Section 4.12---CABLE SYSTEM MAPS**

The Licensee shall provide the Issuing Authority or its designee, upon written request by the Issuing Authority, with strand maps of the Cable System. If changes are made in the Cable System located in the Public Way, the Licensee shall file updated strand maps not more than once annually; provided, however, Licensee shall not be required to file changed strand map(s) if such a map is filed with a Town department during any Public Way road opening permit, grant of location, etc. application process.

**Section 4.13---SERVICE INTERRUPTION**

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

**Section 4.14---COMMERCIAL ESTABLISHMENTS**

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

**Section 4.15---DIG SAFE**

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

## ARTICLE 5

## SERVICES AND PROGRAMMING

### Section 5.1---BASIC SERVICE

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

### Section 5.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 2***,* attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 2**, attached hereto, are at the sole discretion of the Licensee.

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

(c) The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

### Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE

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

### Section 5.4---VCR/CABLE COMPATIBILITY

(a) Licensee will continue to comply with equipment compatibility requirements in accordance with applicable law and regulation.

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

(c) Pursuant to the rules and regulations of the Cable Division, as may be amended from time to time, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers.

### Section 5.5---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service,

except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, non-routine and material Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

**ARTICLE 6**

**PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS FACILITIES & SUPPORT**

**Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

The Access Provider, as designated by the Issuing Authority, shall continue to be responsible for the provision of PEG Access Programming to Subscribers and the Town, pursuant to the provisions of this Article 6 herein.

**Section 6.2---PEG ACCESS PROVIDER**

The Access Provider, acting as a nonprofit corporation subject to and in accordance with Section 501(c)(3) of the Internal Revenue Code, shall provide services to Subscribers, PEG Access Users and the Town, as follows:

(1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;
(2) Manage PEG Access annual funding, subject and pursuant to Section 6.4 below, applicable law regarding cable license funding and the terms hereof;
(3) Purchase, maintain and/or lease PEG Access equipment, with the capital funds allocated to the Access Provider by the Issuing Authority subject to and pursuant to applicable law for such purposes in Section 6.5 below and subject to the terms hereof;
(4) Conduct training programs in the skills necessary to produce PEG Access Programming;
(5) Establish rules, procedures and guidelines for use of the PEG Access Channels, subject to and in accordance with applicable law and subject to the Issuing Authority review.
(6) Accomplish such other tasks relating to the operation, scheduling and/or management of PEG Access Channels, facilities and equipment as appropriate and necessary; and
(7) Produce or train Users in the production of original, non-commercial, PEG Access Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

**Section 6.3---PEG ACCESS CHANNELS**

(a) As of the Effective Date the Licensee shall continue to make available for use by the Issuing Authority and/or the Access Provider three (3) Licensee-owned downstream PEG Access Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the Town and/or the Access Provider and shall be subject to the control and management of the Issuing Authority and/or the Access Provider, subject to the terms herein. Subject to payment by the Access Provider, within twenty-four (24) months of the Effective Date of this Renewal License, Licensee shall install, own, operate and maintain SD-SDI encoders and associated equipment for the aforesaid three (3) PEG Access Channels which shall be operated as SD-SDI PEG Access channels subject to the terms herein and Section 6.9 below and subject to the cost of same being paid by Access Provider not exceeding twenty thousand dollars ($20,000.00). Notwithstanding the foregoing, after the second anniversary of the effective date of this Renewal License, the Issuing Authority may in writing request a Licensee upgrade of one of the aforementioned three PEG Access channels to an HD PEG Access channel which Licensee shall, subject to payment by the **Access Provider**, make available within eighteen (18) months of such written Issuing Authority request and Licensee shall own, operate, maintain and replace if needed, said HD encoder and associated equipment.

(b) In the event that the Issuing Authority elects to request a High Definition PEG Access channel under Section 6.3(a) immediately above, Issuing Authority shall surrender one (1) SD channel. Said High Definition PEG Access Channel shall be a PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or such higher resolution which shall be determined by the Licensee in its sole discretion.

(c) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, referenced in paragraph (a) above, without the advance, written notice of not less than sixty (60) days to the Issuing Authority and/or its designee(s).

**Section 6.4---PEG ACCESS AND ISSUING AUTHORITY CABLE RELATED FUNDING**

(a) The Licensee shall make quarterly PEG franchise fee payments to the Issuing Authority or the designated Access Provider subject to and in accordance with applicable laws, equal to five percent (5%) of its Gross Annual Revenues, less state and local License Fees payable under M.G.L. Chapter 166A, Section 9.

(b) The first payments under Section 6.4(a) shall be made on or before February 15, 2023 for the previous period of December 18, 2022 to December 31, 2022. Thereafter, payments pursuant to Section 6.4(a) shall be made on a quarterly basis: (i) on or before May 15th of each year of this Renewal License for the previous three (3) month period of January, February and March; (ii) on or before August 15th for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year of this Renewal License for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December.

(c) For each of the quarterly payments made pursuant to Section 6.4(b), Licensee shall file a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s) including a quarterly Gross Annual Revenues report in a form substantially similar to the form attached as **Exhibit 3**. If the Licensee's quarterly payments to the Issuing Authority's Access Provider and to the Issuing Authority were less than the percent (%) of the Licensee's Gross Annual Revenues required under Section 6.4(a) above for the respective reporting period, the Licensee shall pay any balance due Issuing Authority's Access Provider and/or Issuing Authority, as applicable, no later than the due date of the next quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(21) *supra*.

(d) In no case shall the payment(s) pursuant to this Section 6.4 include the equipment and related funding required by Section 6.5 below. Said Section 6.4 payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

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

**Section 6.5---PEG ACCESS FACILITIES/EQUIPMENT CAPITAL FUNDING**

(a) The Licensee shall make PEG Access capital payments to the Issuing Authority or the designated Access provider, in addition to payments under Section 6.4, subject to and in accordance with applicable laws, equal to One Hundred Seventy-One Thousand Dollars ($171,000.00) on or before the below referenced dates, as follows:

| | |
|---|---|
| May 15, 2023 | $17,100.00 |
| May 15, 2024 | $17,100.00 |
| May 15, 2025 | $17,100.00 |
| May 15, 2026 | $17,100.00 |
| May 15, 2027 | $17,100.00 |
| May 15, 2028 | $17,100.00 |
| May 15, 2029 | $17,100.00 |
| May 15, 2030 | $17,100.00 |
| May 15, 2031 | $17,100.00 |
| May 15, 2032 | $17,100.00 |

(b) In the event that the payments pursuant to this Section 6.5 are not tendered on or before the due dates set forth above, interest due on such payments shall accrue from the date due at the rate of the Prime Rate, on the last day of business of the prior month and shall be payable to the Issuing Authority for late payment to the Issuing Authority; and shall be payable to the Access Provider for late payment to the Access Provider. Any payments to the Issuing Authority pursuant to this Section 6.5(b) shall not be deemed to be part of the funding to be paid to the Issuing Authority and/or to the Access Provider pursuant to Sections 6.5(a) through 6.5(b) and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

**Section 6.6---EQUIPMENT OWNERSHIP**

The Town and or/the Access Provider, as determined by the Issuing Authority, shall own all PEG Access equipment purchased with funding pursuant to Article 6. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment; however, encoders owned by Licensee as provided in Sections 6.9 (c) and (d) shall be the responsibility of Licensee.

**Section 6.7---PEG ACCESS CHANNELS MAINTENANCE**

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained, at a minimum, at the standards commensurate with those which apply to the Cable System's commercial channels.

**Section 6.8---PEG ACCESS CABLECASTING**

(a) In order that the Issuing Authority, its designee(s) and/or the Access Corporation can cablecast its PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be provided to the Licensee at the input of the Licensee-owned encoders to be located at the PEG Access Studio at 257 Chestnut Street, Needham which shall be the demarcation point between Licensee's equipment and the PEG Access provider's equipment. From the demarcation point (at the input into the Licensee-owned encoders), PEG Access Programming shall be transported via the existing fiber

connection between the existing Needham Access studio and the Licensee's Headend at no charge to the Town and/or Access designee. The Town's Access Designee will be responsible for providing PEG signals, including those from remote origination sites, to Licensee at the Town's Access Corporation studio (257 Chestnut Street, Needham) and the Licensee shall have no further responsibility to provide PEG Access return line capability from any remote location other than said studio.

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

(c) The Licensee shall maintain, repair and/or replace any Licensee-owned Headend or hub site Signal processing equipment including but not limited to the encoders at the 257 Chestnut Street site as set forth in Section 6.9(d). The Access Corporation shall maintain, repair and/or replace the studio or processing equipment, portable modulators and demodulators and processors owned and operated by the Access Corporation or the Town. Unless otherwise agreed to, the demarcation point between the Licensee's equipment and/or the Town's or the Access Corporation's equipment shall be at the input of the Licensee-owned encoder(s) or equivalent device used for video Signal transport.

(d) As part of the PEG access video return system described above in subsection (a) and Section 6.3 above, the Licensee's SD/SDI equipment and video return system shall be installed by Licensee at the existing Access Provider (257 Chestnut Street) studio and its own facilities not later than twenty-four (24) months from the Effective Date of this Renewal License. The Licensee shall own, maintain and repair, and replace if needed, said equipment for the entire term of this Renewal License.

(e) In the event of a relocation initiated by the Town and Access Provider of the existing Access Provider studio, hubsite and demarcation point from 257 Chestnut Street, such as costs related to Licensee replacing, relocating or changing the hub site equipment or connectivity facilities pursuant to this Section 6.9 shall be the sole cost of the Access Corporation, subject to the Licensee not initiating, causing or being responsible for the need for such equipment or connectivity facilities relocation or replacement. No such additional studio or hub site relocation shall occur at Access Corporation expense without Licensee providing a written estimate to the Town and Access Corporation in advance, and the Town and Access Corporation approving and consenting to Licensee's estimate. The Licensee shall not be required to commence relocating said equipment or facilities until it receives from the Access Corporation payment of the entire project estimated cost. Licensee shall complete said relocation project, if any, no later than twelve (12) months after receiving said payment of the entire project cost.

**Section 6.9---CENSORSHIP**

Neither the Licensee nor the Town shall engage in any program censorship or any other control of the content of the public access Programming on the Cable System, except as otherwise required or permitted by applicable law. Licensee shall not engage in any program censorship or any other control of the content of the educational or governmental access Programming on the Cable System, except as otherwise required or permitted by applicable law. The Issuing Authority reserves its rights subject to applicable law regarding ultimate control of content on government access and educational access programming.

## ARTICLE 7

## ANNUAL FUNDING TO THE TOWN

### Section 7.1---LICENSE FEE PAYMENTS

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

(b) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the PEG Access Funding pursuant to Section 6.4 s*upra* and (ii) any License Fees that may be payable to the Town, the State or other government payments that meet the federal Cable Act definition of Franchise Fee or License Fees; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town or the Access Provider because of late payments; (ii) the equipment/facilities funding payments payable to the Issuing Authority and/or the Access Provider pursuant to Section 6.5 *supra,* (iii) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

### Section 7.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

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

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

### Section 7.3---LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date due at rate of the Prime Rate. Any payments to the Town pursuant to this Section 7.3 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

**Section 7.4---RECOMPUTATION**

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid pursuant to this Renewal License is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have, including interest, pursuant to Article 6 *supra*. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than three (3) years after the License Fees are tendered with respect to such fiscal year.

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

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

**Section 7.5---AFFILIATES USE OF SYSTEM**

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

**Section 7.6---METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to Section 7.1(a) of this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

## ARTICLE 8

## RATES AND CHARGES

### Section 8.1---RATE REGULATION

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

### Section 8.2---NOTIFICATION OF RATES AND CHARGES

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

(b) In accordance with applicable law, at the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade Service or terminate Service altogether without any charge. Change of Service policies shall be in compliance with 207 CMR 10.00 et seq., attached as **Exhibit 4**.

### Section 8.3---PUBLICATION AND NON-DISCRIMINATION

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

### Section 8.4---CREDIT FOR SERVICE INTERRUPTION

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

## ARTICLE 9

## INSURANCE AND BONDS

### Section 9.1---INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured, with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars ($1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars per occurrence ($1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars ($5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

(c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Execution Date of this Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

### Section 9.2---PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars ($50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

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

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or

from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

**Section 9.3---REPORTING**

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

**Section 9.4---INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority within a reasonable time from receipt of a claim or action pursuant to this section.

## ARTICLE 10

## ADMINISTRATION AND REGULATION

### Section 10.1---REGULATORY AUTHORITY

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

### Section 10.2---PERFORMANCE EVALUATION HEARINGS

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

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

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

### Section 10.3---NONDISCRIMINATION

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

### Section 10.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or

appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

**Section 10.5---REMOVAL AND RELOCATION**

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

**Section 10.6---JURISDICTION & VENUE**

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

## ARTICLE 11

## DETERMINATION OF BREACH & LICENSE REVOCATION

### Section 11.1---DETERMINATION OF BREACH

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

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position.

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;

(ii) Commence an action at law for monetary damages;

(iii) Foreclose on or otherwise lawfully pursue all or any appropriate part of the security (performance bond) provided pursuant to Section 9.2 herein;

(iv) Declare the Renewal License to be revoked subject to Section 11.2 below and applicable law;

(v) Invoke any other lawful remedy available to the Town.

### Section 11.2---REVOCATION OF THE RENEWAL LICENSE

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

**Section 11.3---TERMINATION**

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.2 above; or (ii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

**Section 11.4---NOTICE TO TOWN OF LEGAL ACTION**

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

**Section 11.5---NON-EXCLUSIVITY OF REMEDY**

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

**Section 11.6---NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Issuing Authority or the Town, or the Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Issuing Authority or the Town or the Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

## ARTICLE 12

## SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

### Section 12.1 -- CUSTOMER SERVICE

(a) Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

(b) For the term thereof, residents of Needham may have access to Licensee's area customer service office for general purposes including accepting payments and receiving and resolving all complaints, including without limitation, those regarding Service, equipment malfunctions or billing and collection disputes. The business office shall be open for walk-in business during Normal Business Hours.

### Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309 as may be amended from time to time, attached hereto as **Exhibit 5**, during Normal Business Hours, as defined therein.

(b) Pursuant to 47 C.F.R. §76.309, the Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Needham Subscribers.

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

(d) Pursuant to 47 C.F.R. §76.309, a Subscriber shall receive a busy signal less than three percent (3%) of the time, measured on a quarterly basis, under normal operating conditions.

(e) Pursuant to 47 C.F.R. §76.309, the Licensee shall not be required to perform surveys to measure compliance with the telephone answering standards above unless the Select Board as Issuing Authority presents reasonable evidence regarding a record of multiple bona fide complaints regarding telephone response times.

### Section 12.3---CUSTOMER SERVICE CALL CENTER

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

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

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

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

(a) The Licensee shall provide Cable Service(s), for new aerial installations, to Needham residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business day.

(c) The Licensee shall ensure that there are stand-by technician(s) on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(d) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one (1) neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

**Section 12.5---FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 5**.

**Section 12.6---BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 4** and made a part hereof, as the same may exist or as may be amended from time to time:

(i) Billing Practices Notice;

(ii) Services, Rates and Charges Notice;

(iii) Form of Bill;

(iv) Advance Billing and Issuance of Bills;

(v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;

(vi) Charges for Disconnection or Downgrading of Service;

(vii) Billing Disputes; and

(viii) Security Deposits.

**Section 12.7---COMPLAINT RESOLUTION PROCEDURES**

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

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

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee. Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Needham with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.

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

**Section 12.8---REMOTE CONTROL DEVICES**

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

**Section 12.9---EMPLOYEE IDENTIFICATION CARDS**

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

**Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Licensee shall respect the rights of privacy of every Subscriber of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in the Article 12 and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act (47 U.S.C. 551) as may be amended.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

**Section 12.11---PRIVACY WRITTEN NOTICE**

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

**Section 12.13---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

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

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

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

**Section 12.14---PRIVACY STANDARDS REVIEW**

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

## ARTICLE 13

## REPORTS, AUDITS AND PERFORMANCE TESTS

**Section 13.1---GENERAL**

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

**Section 13.2---FINANCIAL REPORTS**

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

(b) The Licensee shall provide any other reports required by State and/or federal law.

**Section 13.3---CABLE SYSTEM INFORMATION**

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

**Section 13.4---IN-HOUSE TELEPHONE REPORTS**

To establish the Licensee's compliance with the requirements of Sections 12.2 and Section 12.5 of this Renewal License, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority on a semi-annual basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis); and (ii) confirmation that, under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time. In accordance with Section 2.3, should another cable television license be granted that does not include this requirement, the Licensee shall be relieved of this Section 13.4 obligation.

**Section 13.5---SUBSCRIBER COMPLAINT REPORT**

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of

Cable Division Form 500, attached hereto as **Exhibit 5** to the Issuing Authority, or its designee(s), as required by the Cable Division.

**Section 13.7---QUALITY OF SERVICE**

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

**Section 13.8---DUAL FILINGS**

To extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

**Section 13.9---INVESTIGATION**

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

## ARTICLE 14

## EMPLOYMENT

### Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY

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

### Section 14.2---NON-DISCRIMINATION

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

## ARTICLE 15

## MISCELLANEOUS PROVISIONS

**Section 15.1---ENTIRE AGREEMENT**

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

**Section 15.2---CAPTIONS**

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

**Section 15.3---SEPARABILITY**

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

**Section 15.4---ACTS OR OMISSIONS OF AFFILIATES**

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

**Section 15.5---RENEWAL LICENSE EXHIBITS**

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

**Section 15.6---WARRANTIES**

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

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

(iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There are no actions or proceedings pending or threatened against the Licensee as of the Execution Date of this Renewal License that would interfere with its performance of the Renewal License; and

(v) Pursuant to Section 625(f) of the Cable Act, as of the Execution Date of this Renewal License, the performance of all terms and conditions in this Renewal License is commercially practicable.

**Section 15.7---FORCE MAJEURE**

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

**Section 15.8---REMOVAL OF ANTENNAS**

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

**Section 15.9---APPLICABILITY OF RENEWAL LICENSE**

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

**Section 15.10---NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the Select Board, Town of Needham, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492 and one (1) copy to the Town Counsel/Town Attorney *c/o* Needham Town Hall. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following addresses. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of delivery:

Comcast Cable Communications Management, LLC,
Attn: Government Relations
5 Omni Way
Chelmsford, MA 01824

with copies to:

Comcast Cable Communications, Inc.
Vice President, Government Affairs
676 Island Pond Road
Manchester, New Hampshire 03109

And

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, Pennsylvania 19103

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, in a Needham newspaper of general circulation.

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

**Section 15.11---NO RECOURSE AGAINST THE ISSUING AUTHORITY**

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

**Section 15.12---TOWN'S RIGHT OF INTERVENTION**

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

**Section 15.13---TERM**

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

**Section 15.14- NO THIRD PARTY BENEFICIARY**

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public or Person not a party and signatory to this Renewal License to enforce the terms of this Renewal License.

**SIGNATURE PAGE**

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Select Board of the Town of Needham, Massachusetts, as Issuing Authority, this ____day of _____, and all terms and conditions are hereby agreed to by Comcast of Needham, Inc..

The Select Board of Needham,
as Issuing Authority

_____

_____

_____

_____

_____

_____
Approved as to form:
William August, Esq., Epstein & August, LLP

Comcast Cable Communications Management, LLC
By:

_____
Anthony Bowling, Senior Vice President
Greater Boston Region

**EXHIBITS**

**EXHIBIT 1**

## FCC TECHNICAL SPECIFICATIONS

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

**§ 76.605 Technical standards.**

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

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

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

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

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

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

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

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

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

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

(6) The amplitude characteristic shall be within a range of ±2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less than 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are

applicable only to:

(A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;

(B) Each signal which is first picked up within its predicted Grade B contour;

(C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:

(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and

(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

(i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and

(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

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

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

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

| Frequencies | Signal leakage limit (micro-volt/meter) | Distance in meters (m) |
|---|---|---|
| Less than and including 54 MHz, and over 216 MHz | 15 | 30 |
| Over 54 up to and including 216 MHz | 20 | 3 |

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

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

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

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

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

system be changed to meet the standard.

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

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

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

**EXHIBIT 2**

**PROGRAMMING AND SIGNAL CARRIAGE**

The Licensee shall provide the following broad categories of Programming:

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

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

**EXHIBIT 3**
**GROSS ANNUAL REVENUES REPORTING FORM**
**COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC.**
**TOWN OF NEEDHAM**

Period: [enter period of which payment is based]

| | | Totals |
|---|---|---|
| Totals by Service: | | |
| Basic Service Revenue | | $ [enter amount] |
| Pay Service Revenue[1] | | $ [enter amount] |
| Other Unregulated Revenue[2] | | $ [enter amount] |
| Digital Revenue | | $ [enter amount] |
| | Subtotal: | $ [enter subtotal] |
| Totals by Non Service: | | |
| Home Shopping Revenue | | |
| Advertising Revenue | | |
| Leased Access Revenue | | $ [enter amount] |
| Less Bad Debt/Add Bad Debt Paid | | $ [enter amount] |
| | Subtotal: | $ [enter subtotal] |

Total Gross Annual Revenues $ [enter total]

| | |
|---|---|
| License Fee (5%) | $ [enter % of total] |
| Fee-on-Fee (5%) | $ [enter % of %] |
| License Fee Due | $ [enter total due] |

[This form is intended to report Gross Annual Revenues as defined in Renewal License Section 1.1(21) and in the event of any inconsistency between this form and said Renewal License Section 1.1(21), said Section 1.1(21) shall govern.]
1 – Pay Service includes but is not limited to all Pay Channels and Pay-Per-View Movie/Event revenue.
2 – Other Unregulated includes but is not limited to converter, remote, installation, TV Guide, wire maintenance and other billing adjustments.

Authorized Comcast Representative:

_____
Name:

Date:

## EXHIBIT 4

## 207 CMR 10.00

## BILLING AND TERMINATION OF SERVICE

### 10.01: Billing Practices Notice

(1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.

(2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.

(3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.

(4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

**10.02: Services, Rates and Charges Notice**

(1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.

(2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.

(3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.

(4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.

(5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.

(6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

(7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

**10.03: Form of Bill**

(1) The bill shall contain the following information in clear, concise and understandable language and format:

(a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;

(b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;

(c) the dates on which individually chargeable services were rendered or any applicable credits were applied;

(d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;

(e) the amount of the bill for the current billing period, separate from any prior balance due;

(f) The date on which payment is due from the subscriber.

(2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
(a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
(b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
(c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
(3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

**10.04: Advance Billing and Issuance of Bill**

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

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

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

**10.06: Charges for Disconnection or Downgrading of Service**

(1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
(a) A subscriber requests total disconnection from cable service; or
(b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
(2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

**10.07: Billing Disputes**

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

the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

**10.08: Security Deposits**

(1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.

(2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

(3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

## EXHIBIT 5

## FCC CUSTOMER SERVICE OBLIGATIONS

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

## PART 76--CABLE TELEVISION SERVICE

## Subpart H--General Operating Requirements

**Sec. 76.309 Customer Service Obligations**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

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

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

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

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

(1) Cable system office hours and telephone availability--

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

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

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

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

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

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

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

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

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

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on “service interruptions''

promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

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

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

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

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

(i) Notifications to subscribers--

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

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

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

(ii) Billing--

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

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

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

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

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

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

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

**EXHIBIT 6**

**CABLE DIVISION FORM 500**

# Form 500 Complaint Data - Paper Filing

**City/Town:** **Cable Company:**

**Filing Year:** **Address:**

**Number of Subscribers:** **Address:**

**Contact:**

**Phone:** **E-Mail:**

**Aveggage Resolution Time:** <1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days

**Manner of Resolution:** **A.** Resolved to the satisfaction of both parties., **B.** Resolved, customer dissatisfied., **C.** Not Resolved.

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

# LEGAL NOTICE

# Town of Needham

## CABLE TELEVISION

## License Renewal Proceeding

The Town of Needham Select Board, as cable television licensing authority under MGL 166A, s. 1, will hold a public cable license renewal hearing on July 26th, 2022, 6:00 p.m. at Town Hall, 1471 Highland Avenue, Needham as part of the Town's cable television license renewal process concerning the proposed cable television renewal license for Comcast of Needham, Inc. The purpose of the proceeding is to accept public comment on, formally consider, and possibly take final action, including possible approval of the proposed renewal license. Public comment on Town renewal needs and the proposed renewal is invited. Copies of renewal documents and records are available for public inspection and copying via the Town Clerk or Office of the Town Manager. Interested persons may also attend and participate remotely through an electronic platform by desktop, laptop, tablet, or phone at:

**Web Link: https://us02web.zoom.us/j/86082115013?pwd=_Nmutq_K3iGFSBGn2r7SaMH4-AX2uB.1**
**Phone Number: (312) 626 6799 or (646) 558 8656**
**Webinar ID: 860 8211 5013 Passcode: 699157**

By order of the Select Board as License Issuing Authority.

*This legal notice is also posted on the Massachusetts Newspaper Publishers Association's (MNPA) website at http:// masspublicnotices.org/*

*(7/7/22 & 7/14/22 HTW)*

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

## MEETING DATE: 07/26/2022

| | |
|---|---|
| **Agenda Item** | Public Hearing Water and Sewer Rates |
| **Presenter(s)** | Water and Sewer Rate Structure Committee<br>David Davison, Assistant Town Manager/Finance<br>Carys Lustig, Director of Public Works<br>Michael Retzky, Superintendent of Water and Sewer |

**1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**

The Water and Sewer Rate Structure Committee met on June 23, 2022, July 8, 2022, and again on July 19, 2022 to finalize its recommendation to the Board. It is anticipated that the Select Board will vote on final water and sewer rates at its meeting on August 9, 2022.

**2. VOTE REQUIRED BY SELECT BOARD**

Suggested Motion: None

**3. BACK UP INFORMATION ATTACHED**

- **a.** Legal Notice
- **b.** Water and Sewer Rate Proposal Schedule
- **c.** Water and Sewer Rate Recommendation memo (will be sent separately)

# LEGAL NOTICE

# Town of Needham

## Select Board Public Hearing

The Needham Select Board will hold a public hearing on Tuesday, July 26, 2022 at 6:00 p.m. in the Needham Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492. The purpose of this hearing is to provide the public with an opportunity to comment on any proposed changes to the water and sewer rates. In addition, written comments may be sent to the Select Board, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492 or may be emailed to selectboard@needhamMA.gov .

This legal notice is also posted on the Massachusetts Newspaper Publishers Association's (MNPA) website at http:// masspublicnotices.org/

7/14/22 HTW)

**Town of Needham**
**Water and Sewer Rate Proposal**

| | Current Rate | Recommended Rate | Change | Last Change |
|---|---|---|---|---|
| Quarterly Basic Fees (water and sewer) | $24.00 | $27.00 | $3.00 | July 1, 2014 |
| Monthly Basic Fee | $8.00 | $9.00 | $1.00 | July 1, 2014 |
| Quarterly Second Meter Fee | $4.00 | $4.00 | $0.00 | July 1, 2015 |
| Monthly Second Meter Fee | $1.34 | $1.34 | $0.00 | July 1, 2015 |
| Rates are per 100 CF | | | | |
| **Water - Regular** | | | | |
| Step 1 | $3.18 | $3.24 | $0.06 | July 1, 2019 |
| Step 2 | $3.39 | $3.46 | $0.07 | July 1, 2019 |
| Step 3 | $4.26 | $4.35 | $0.09 | July 1, 2019 |
| Step 4 | $5.24 | $5.34 | $0.10 | July 1, 2019 |
| **Water - Irrigation Meters** | | | | |
| Step 1 | $5.24 | $5.50 | $0.26 | July 1, 2019 |
| Step 2 | $5.65 | $5.93 | $0.28 | July 1, 2019 |
| Step 3 | $6.26 | $6.57 | $0.31 | July 1, 2019 |
| Step 4 | $8.32 | $8.74 | $0.42 | July 1, 2019 |
| **Sewer** | | | | |
| Step 1 | $9.08 | $9.53 | $0.45 | July 1, 2019 |
| Step 2 | $10.02 | $10.52 | $0.50 | July 1, 2019 |
| Step 3 | $10.81 | $11.35 | $0.54 | July 1, 2019 |
| Step 4 | $11.79 | $12.38 | $0.59 | July 1, 2019 |

1 CF = 7.4805 Gallons
AHWS = 12,000 CF Per Year

**TOWN OF NEEDHAM**
**DEPARTMENT OF FINANCE**
**1471 Highland Avenue**
**Needham, Massachusetts 02492**
**Telephone 781-455-7500 www.needhamma.gov**

# Memorandum

To: Select Board
From: David Davison, Assistant Town Manager/Director of Finance
CC: Water and Sewer Rate Structure Committee; Kate Fitzpatrick, Town Manager; Katie King, Assistant Town Manager/Director of Operations, Carys Lustig, Director of Public Works, Michael Retzky, Water and Sewer Superintendent; Evelyn Poness, Treasurer and Collector
Date: July 24, 2022
Re: Water and Sewer Rate Recommendations

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A public hearing has been scheduled for the Board's meeting on July 26, 2022, and the final rates are proposed to be set at the Board's August 6, 2022 meeting. The Water and Sewer Rate Structure Committee met on Thursday, June 23, 2022, Friday, July 8, 2022, and Tuesday, July 19, 2022 to weigh and deliberate on options for the Select Board to consider. The Water and Sewer Rate Structure Committee voted to recommend a rate structure which essentially spreads the revenue target shortfall evenly across all step rates. The five-member committee is appointed by the Select Board, and its general charge is to review proposed changes to the water and sewer rate structure and to make recommendations to the Board on said changes.

Since the Board last met with the Committee there have been a number of changes. Members Nick Renzulli and Steven Rosenstock both resigned from the committee due to other commitments. Long-time member and former chair, John Cosgrove Jr also left the Committee. Mr. Cosgrove was also one of the Town's representatives on the MWRA Advisory Board. They all were dedicated and served the Town well. John Tallarico and Tom Loughran continue to serve on the Committee. Mr. Tallarico was elected chair and Mr. Loughran was elected as vice chair. The Board appointed two new members Harold Burger and John Terry to the Committee. The fifth position remains to be filled; volunteers are sought.

Consumption Trends

It is important to remember that the water which runs through the domestic (primary) water meter of a customer, who is also connected to the public sewer, is the basis for determining the sewer bill for the customer. When a customer has a secondary water meter installed (commonly used for irrigation), the water which is used outside of the house is measured separately, and therefore is not included in the calculation of the sewer bill. In this case, sewer revenue declines, but the expense of the sewer system does not. Although the installation of an irrigation meter lowers the cost to the individual customer, the decline in billable primary water use also lowers the amount that is used to determine the sewer bill. Therefore, the sewer rates must increase in order to generate the same amount of revenue. The problem is worsened if the primary meter water use is estimated too high when determining the rates. Furthermore, by state regulatory design, the rate charged per unit increases as consumption increases, conversely, when consumption declines, the amount of revenue lost is more impactful, and consequently will result in even higher rates per unit to support operations.

The last time the Select Board met with the Committee, the impact of Coca Cola ending its bottling operations in Needham was the foremost concern. Coca Cola's water and sewer use generated revenue

at the highest step rate which effectively subsidized other consumers. The Board understood that the revenue loss due to Coca Cola moving operations elsewhere would impact the user rates for all others. The Board heard and agreed with the recommendation to adjust the rates in a manner to offset the revenue loss from Coca Cola over a three-year period (FY2020 – 22). There were to be rate increases for both water and sewer use each year. However, with the onset of COVID, the imposition of travel and gathering restrictions by the Federal, State, and local governments, social distancing, and a resulting decrease in commerce and many business closures, the planned rate changes for FY2021 and FY2022 were not implemented.

Table One
Water and Sewer
Billed Consumption History
Fiscal Year July 1 – June 30

| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 3-Year Average | 5-Year Average | 7-Year Average | Lowest | Year |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Hundred Cubic Feet** | | | | | | | | | | | | |
| **WATER** | | | | | | | | | | | | |
| Primary Water | 972,420 | 977,082 | 982,157 | 941,734 | 951,683 | 938,977 | 1,008,833 | 966,498 | 964,677 | 967,555 | 938,977 | **2020** |
| Secondary Water | 300,798 | 374,864 | 341,902 | 284,575 | 335,420 | 303,407 | 442,941 | 360,589 | 341,649 | 340,558 | 284,575 | **2018** |
| Residential and Commercial | 1,273,217 | 1,351,946 | 1,324,059 | 1,226,309 | 1,287,103 | 1,242,384 | 1,451,774 | 1,327,087 | 1,306,326 | 1,308,113 | 1,226,309 | **2018** |
| Coca Cola Water | 145,815 | 139,297 | 109,150 | 122,803 | 65,789 | 687 | 628 | 22,368 | 59,811 | 83,453 | 628 | **2021** |
| Coca Cola | 145,815 | 139,297 | 109,150 | 122,803 | 65,789 | 687 | 628 | 22,368 | 59,811 | 83,453 | 628 | **2021** |
| TOTAL BILLED WATER | 1,419,032 | 1,491,243 | 1,433,209 | 1,349,112 | 1,352,892 | 1,243,071 | 1,452,402 | 1,349,455 | 1,366,137 | 1,391,566 | 1,243,071 | **2020** |
| **SEWER** | | | | | | | | | | | | |
| Primary Sewer | 865,974 | 867,969 | 874,625 | 852,728 | 868,156 | 859,609 | 913,462 | 880,409 | 873,716 | 871,789 | 852,728 | **2018** |
| Coca Cola Sewer | 69,363 | 61,141 | 40,691 | 42,696 | 23,649 | 626 | 584 | 8,286 | 21,649 | 34,107 | 584 | **2021** |
| TOTAL BILLED SEWER | 935,337 | 929,110 | 915,316 | 895,424 | 891,805 | 860,235 | 914,046 | 888,695 | 895,365 | 905,896 | 860,235 | **2020** |
| Total Billed Sewer as a % of Total Billed Water | 65.9% | 62.3% | 63.9% | 66.4% | 65.9% | 69.2% | 62.9% | 65.9% | 65.5% | 65.1% | | |
| Primary Sewer as a % of Primary Water Use | 89.1% | 88.8% | 89.1% | 90.5% | 91.2% | 91.5% | 90.5% | 91.1% | 90.6% | 90.1% | | |
| Secondary Water as a % of Total Billed Water | 21.2% | 25.1% | 23.9% | 21.1% | 24.8% | 24.4% | 30.5% | 26.7% | 25.0% | 24.5% | | |

Primary water use consumption has been stable for several years (FY2015 – 17), fluctuating by less than one percent year to year. Primary water use increased from 97,242,000 cubic feet (c.f.) billed in FY2015 to 97,708,200 c.f. billed in FY2016, an increase of just under one half of one percent (0.48%), and then increased to 98,215,700 c.f. billed in FY2017, an increase of just over one half of one percent (0.52%). However, the FY2018 billed primary water use declined by 4.1% to 94,173,400 c.f. FY2019 primary water use increased by 1.1% to 95,168,300 c.f. but then declined by 1.3% the following year (FY2020) to 93,897,700 c.f., the lowest billed use in seven years. FY2021 was a seven-year high for primary water use with 100,883,300 c.f. billed during the year. This increase happened during the height of the COVID travel restrictions and when many did not go to their places of employment. Residential use was up, and commercial use was down. This fact is more clearly evident from Table 2 which shows

the billed usage for the first nine months of FY2018 through FY2022 breaking out residential use from commercial use. The three-year average (FY2019 – 21) on Table 1, even with the FY2020 lowest billed primary water consumption, shows an increase over the five-year average (FY2017 – 21) with 96,649,800 compared to 96,467,700 c.f. However, the three-year average was lower than the seven-year average (FY2015 – 21) of 96,755,500 cubic feet.

Water use billed through secondary meters during FY2021 increased significantly from 30,340,700 c.f. billed during FY2020 to 44,294,100 c.f. billed during FY2021, an increase of 46%. The FY2020 water billed through secondary meters was 9.5% lower than was billed during FY2019 with 33,542,000 c.f. FY2019 billed usage was approximately 17.9% higher than the 28,457,500 c.f. billed during FY2018. FY2018 secondary water use was the lowest during the immediate past seven-year period (FY2015 – 21). The three-year (FY2019 – 21) average of secondary meter water billed was 36,058,900 cubic feet, but in the previous report to the Board (2019), the three-year (FY2016 – 18) average was 33,378,000 cubic feet, a change of 2,680,900 c.f., approximately 8% more. This is noteworthy because it shows both the volatility of irrigation use and that irrigation is contributing to both the need for water from the MWRA system and the increase in household water use. The five-year (FY2017 – 21) irrigation average was lower than the three-year average, but higher than the seven-year average (34,164,900 vs 34,055,800 c.f.)

The total residential and commercial water use billed, exclusive of the Coca Cola billed use, has fluctuated over the seven-year period between 122,630,900 (FY2018) and 145,177,400 (FY2021) cubic feet. The average use over the most recent three-year period (FY2019 – 21) was 132,708,700 c.f. which was higher than both the five-year (130,632,600 c.f.) and seven-year (130,811,300 c.f.) averages. The greatest volatility is with the billed irrigation water. However, COVID resulted in a noticeable change in use during FY2021 with commercial use down and residential use up from FY2020. FY2021 total billable water, which includes Coca Cola, for FY2021 (145,240,200 c.f.) consumption was up from the total billed for FY2020 (124,307,100 c.f.), an increase of 16.8%. The total billed consumption for FY2021 was the highest year except for FY2016, when Coca Cola was in full operation. However, many commercial users have a greater share of water use at the top step compared to residential users. So, although billed volume was higher, there was not necessarily a commensurately increase in revenue.

Although billed water use has fluctuated over the past seven years, the situation with total billed sewer has been one of decline, and billed sewer has decreased year over year for six consecutive years. There was a clear uptick in billed water and sewer for FY2021. This growth was driven by an increase in residential use, as many people stayed home due to the COVID related restrictions. Not unexpectantly, as many businesses reduced hours of operation, closed offices, and many employees worked from home, commercial billed consumption declined.

The FY2021 billed sewer volume increased by 6.3% over FY2020 with 91,404,600 c.f. for FY2021 and 86,023,500 for FY2020. Even with the loss of Coca Cola's bottling operations, FY2021 was the highest billed sewer volume since FY2017 (91,531,600 c.f.). However, this is expected to reverse with the easing of COVID restrictions. The FY2020 billed sewer volume of 86,023,500 cubic feet was 3.5% less than FY2019; FY2019 billed sewer (89,180,500 c.f.) was 0.4% less than FY2018; FY2018 billed sewer (89,542,400 c.f.) was 2.2% less than FY2017; FY2017 billed sewer (91,531,600 c.f.) was 1.5%

less than FY2016, and FY2016 (92,911,000 c.f.) was 0.7% less than FY2015 (93,533,700 c.f.) Overall, between FY2015 and FY2020, billed sewer volume declined more than 8%. Furthermore, all the average comparison periods are trending downward. Primary sewer billing had been relatively stable but dropped notably for FY2018 to 85,272,800 cubic feet compared to FY2017 at 87,462,500 cubic feet. The lowest amount billed for primary sewer during the past seven years (FY2015 – 21) was FY2018. However, Coca Cola's billable sewer use, similar to its water use, has declined year over year through FY2019; the billed volume for FY2019 was 2,364,900 c.f., a decrease of 44.6% from FY2018. Ironically, Coca Cola's billed sewer for FY2018 increased over FY2017 with 4,269,600 c.f. for FY2018 compared to 4,069,100 c.f. for FY2017 a 4.9% increase. However, water and sewer billing related to bottling operations has ended. FY2020 billed sewer volume for Coca Cola was just 68,700 cubic feet, a 97.4% decline from FY2019, and the volume billed for FY2021 was 62,800 c.f. which too was a decline of 6.7%.

Table 2
Water and Sewer
Three Quarters
July 1 – March 31

| Water and Sewer Billed Consumption<br>Residential v Commercial<br>Excludes Coca Cola | Pre-Covid<br>2018<br>**9 Months** | Pre-Covid<br>2019<br>**9 Months** | Pre-Covid<br>2020<br>**9 Months** | Covid-19<br>2021<br>**9 Months** | Covid Phasing<br>2022<br>**9 Months** | Change<br>**9 Months** |
|---|---|---|---|---|---|---|
| **WATER** | | | | | | |
| Residential Use Domestic | 543,714 | 553,885 | 555,340 | 644,345 | 586,222 | -9.0% |
| Residential Use Irrigation | 246,896 | 302,264 | 269,281 | 393,303 | 323,436 | -17.8% |
| Total Residential Use | 790,610 | 856,149 | 824,621 | 1,037,648 | 909,658 | -12.3% |
| Commercial Use Domestic | 178,056 | 179,202 | 168,525 | 140,581 | 146,369 | 4.1% |
| Commercial Use Irrigation | 28,666 | 29,220 | 29,489 | 37,114 | 28,520 | -23.2% |
| Total Commercial | 206,722 | 208,422 | 198,014 | 177,695 | 174,889 | -1.6% |
| Residential Domestic | 543,714 | 553,885 | 555,340 | 644,345 | 586,222 | -9.0% |
| Commercial Domestic | 178,056 | 179,202 | 168,525 | 140,581 | 146,369 | 4.1% |
| Total Billed Domestic | **721,770** | **733,087** | **723,865** | **784,926** | **732,591** | **-6.7%** |
| Residential Irrigation | 246,896 | 302,264 | 269,281 | 393,303 | 323,436 | -17.8% |
| Commercial Irrigation | 28,666 | 29,220 | 29,489 | 37,114 | 28,520 | -23.2% |
| Total Billed Irrigation | **275,562** | **331,484** | **298,770** | **430,417** | **351,956** | **-18.2%** |
| TOTAL BILLABLE WATER | 997,332 | 1,064,571 | 1,022,635 | 1,215,343 | 1,084,547 | -10.8% |
| **SEWER** | | | | | | |
| Residential Sewer | **497,737** | **506,760** | **510,994** | **585,932** | **539,723** | -7.9% |
| Commercial Sewer | **149,587** | **156,622** | **147,147** | **117,121** | **124,952** | 6.7% |
| TOTAL BILLABLE SEWER | 647,324 | 663,382 | 658,141 | 703,053 | 664,675 | -5.5% |

Looking at billed water and sewer over the first nine months of the fiscal year (refer to Table 2 above) helps to show the impact that COVID had on billed usage. We have removed Coca Cola's billed water and sewer use from all years for a better comparison. Commercial usage declined during the first nine months of FY2021 when COVID restrictions were in full force compared to the first nine months in the pre-COVID years (FY2018 – 20). Largely, COVID related suppression efforts began in March of 2020. Hence comparing the nine-month period of the years before FY2021, to the FY2021 figures, and the easing of COVID restrictions during FY2022 makes it clearer just how COVID impacted use. There were declines in commercial use during FY2021 both in water (although commercial irrigation

increased) and sewer, but with the reopening of businesses and offices and the phase-out of travel restrictions FY2022 billed commercial use has increased, and conversely where residential billed usage increased significantly during FY2021, billed usage showed a decline in the total for the first nine months of FY2022.

The current year's total billable water for the first three quarters (108,454,700) is 13,079,600 cubic feet less than FY2021 (121,534,300) for the same period, a decrease of nearly 10.8%. Comparing billed commercial water use for FY2022 shows a decrease of 1.6% for the first nine months compared to FY2021 (17,488,900 vs 17,769,500 c.f.). However, indoor commercial use (Domestic Use) of billed water has increased by 4.1% for FY2022 compared to FY2021 (14,636,900 vs 14,058,100 c.f.). The commercial domestic billed usage for FY2021 compared to FY2020 decreased by 16.6% (14,058,100 vs 16,852,500 c.f.). The main reason that total billed commercial use for the first nine months of FY2022 shows a decline from FY2021, even though there were indications that commerce was recovering, was irrigation use declined by 23.2% (2,852,000 c.f. for FY2022 vs 3,711,400 c.f. for FY2021). FY2021 commercial irrigation use was higher than any of the five years (FY2018 – 22) with 3,711,400 c.f. compared to 2,948,900 c.f. billed during the first nine months of FY2020, a 25.9% increase. On the other hand, total residential billed use for the first nine months of FY2022 shows a decline of 12.3% (90,965,800 vs 103,764,800 c.f.) Unlike commercial use, both residential domestic and irrigation billed use have declined for FY2022 compared to FY2021. Domestic billed use has declined by 9.0% (58,622,200 vs 64,434,500 c.f.) and irrigation billed use declined by 17.8% (32,343,600 vs 39,330,300 c.f.) During the first nine months of FY2021, residential domestic billed use increased by 16% (64,434,500 vs 55,534,000 c.f.) and irrigation increased by 46.1% (39,330,300 vs 26,928,100 c.f.)

Billed sewer volume shows a similar pattern with commercial volume 6.7% higher for the first nine months of FY2022 compared to FY2021 (12,495,200 vs 11,712,100 c.f.) and residential billed volume down by 7.9% (53,972,300 vs 58,593,200 c.f.) During FY2021 the bill sewer volume for commercial accounts declined by 20.4% and residential increased by 14.7%. The total billed sewer volume for the first nine months of FY2022 (66,467,500 c.f.) is comparable to the years prior to COVID (FY2018 – 20), but residential (53,972,300 c.f.) is still higher than those years with an average of 50,516,400 cubic feet (FY2018 – 20). The FY2022 commercial billed volume (12,495,200 c.f.) is still lower than those years prior to COVID. The commercial average was 15,111,900 cubic feet during the FY2018 to FY2020 period.

Comparable Communities

In comparison to area communities, Needham ranks 15th out of 19 in terms of annual water and sewer charges for fiscal year 2022 (refer to Table 3), last year Needham was 14th out of the same group of communities. The average household bill per the MWRA comparison for Needham was $1,698 which is approximately 88% of the average bill ($1,925) for the group. The average bill ranges from a low of $1,123 for the City of Waltham, a community with a more diverse group of users, to a high of $2,500 for the Town of Belmont. The rates adopted by the Board for July 2019 effectively raised the annual bill by 2.7% for the AHWS, whereas the average change in the other communities was 7.7%. The change over ten years for Needham was 14.6%, compared to the average of the other communities of 30.6%.

Table 3
Annual Water and Sewer Charges in Selected Communities
Receiving Services from the MWRA
Cost to Average Customer Consuming 12,000 Cubic Feet

| Community | | Dec-11 | Dec-16 | Dec-17 | Dec-18 | Dec-19 | Dec-20 | Dec-21 | One Year Change | Three Year Change | Five Year Change | Ten Year Change |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Belmont | | $1,980 | $2,437 | $2,488 | $2,500 | $2,500 | $2,500 | $2,500 | 0.0% | 0.0% | 2.6% | 26.3% |
| Cambridge | * | $1,360 | $1,564 | $1,655 | $1,750 | $1,766 | $1,938 | $2,066 | 6.6% | 18.1% | 32.1% | 51.9% |
| Canton | * | $1,447 | $1,624 | $1,716 | $1,716 | $1,716 | $1,804 | $1,804 | 0.0% | 5.1% | 11.1% | 24.7% |
| Dedham | ** | $1,530 | $1,565 | $1,567 | $1,567 | $1,579 | $1,592 | $1,611 | 1.2% | 2.8% | 2.9% | 5.3% |
| Framingham | | $1,214 | $1,735 | $1,770 | $1,810 | $1,855 | $1,855 | $2,035 | 9.7% | 12.4% | 17.3% | 67.7% |
| Lexington | | $1,408 | $1,520 | $1,541 | $1,638 | $1,759 | $1,827 | $1,827 | 0.0% | 11.6% | 20.2% | 29.8% |
| Melrose | | $1,640 | $2,295 | $2,315 | $2,351 | $2,371 | $2,371 | $2,371 | 0.0% | 0.8% | 3.3% | 44.6% |
| Milton | | $1,777 | $2,136 | $2,136 | $2,178 | $2,298 | $2,353 | $2,376 | 0.9% | 9.1% | 11.2% | 33.7% |
| Natick | ** | $1,267 | $1,432 | $1,462 | $1,596 | $1,596 | $1,792 | $1,891 | 5.5% | 18.5% | 32.0% | 49.2% |
| Newton | | $1,712 | $2,142 | $2,222 | $2,319 | $2,360 | $2,454 | $2,454 | 0.0% | 5.8% | 14.6% | 43.3% |
| Norwood | | $1,246 | $1,446 | $1,446 | $1,542 | $1,625 | $1,693 | $1,806 | 6.7% | 17.1% | 24.9% | 45.0% |
| Stoughton | * | $1,609 | $1,705 | $1,752 | $1,778 | $1,825 | $1,825 | $1,825 | 0.0% | 2.7% | 7.1% | 13.5% |
| Wakefield | * | $1,607 | $1,804 | $1,928 | $2,003 | $2,150 | $2,150 | $2,204 | 2.5% | 10.0% | 22.2% | 37.1% |
| Waltham | | $1,165 | $1,182 | $1,123 | $1,123 | $1,123 | $1,123 | $1,123 | 0.0% | 0.0% | -5.0% | -3.7% |
| Watertown | | $1,327 | $1,559 | $1,531 | $1,570 | $1,633 | $1,775 | $1,831 | 3.2% | 16.7% | 17.5% | 38.0% |
| Wellesley | * | $1,386 | $1,523 | $1,523 | $1,575 | $1,575 | $1,618 | $1,618 | 0.0% | 2.7% | 6.2% | 16.7% |
| Westwood | * | $1,328 | $1,469 | $1,442 | $1,461 | $1,474 | $1,506 | $1,524 | 1.2% | 4.3% | 3.8% | 14.7% |
| Weymouth | ** | $1,530 | $1,644 | $1,645 | $1,693 | $1,740 | $1,778 | $1,780 | 0.1% | 5.2% | 8.3% | 16.4% |
| Group Average | | $1,474 | $1,710 | $1,737 | $1,787 | $1,830 | $1,886 | $1,925 | 2.0% | 7.7% | 12.6% | 30.6% |
| Needham | * | $1,481 | $1,630 | $1,654 | $1,653 | $1,698 | $1,698 | $1,698 | 0.0% | 2.7% | 4.1% | 14.6% |

* = Partial water service from MWRA
** = Sewer service only
Source: MWRA Annual Water and Sewer Retail Rate Surveys

Table 4 on the following page shows the bottom and top step rates for regular water and sewer service in the other communities. The MWRA does not provide data as to whether the communities have different rates for irrigation. Needham has four step rates for both water and sewer use. A four-step rate structure for water is used by the majority of the other communities. The number of billing steps for water use ranged from one to five. However, excluding Needham, 11 of the 17 communities have three or fewer billing steps for sewer.

The primary water meter use rate for Needham is one of the lowest at $3.18 per hundred cubic feet, which has Needham's water rate well below that of many of the comparison communities. Only the

communities of Cambridge, Natick, Waltham, and Wellesley have a lower step one rate. Even Needham's highest regular water rate (Step 4) of $5.24 is well below that of many other communities. Only the City of Cambridge has a lower top step rate which is $4.00. The Town's lowest sewer step rate (step one) continues to be higher than many communities with Needham's rate at $9.08 per hundred cubic feet compared to the average of $9.24; the highest step rate (step four) for Needham is $11.79 per hundred cubic feet, which compares to an average of $15.29 today for the other communities.

Table 4
Water and Sewer
Bottom and Top Step Rates

| Community | Water Steps | Bottom Water Step Rate | Top Water Step Rate | Sewer Steps | Bottom Sewer Step Rate | Top Sewer Step rate |
|---|---|---|---|---|---|---|
| Belmont | 2 | $6.62 | $7.59 | 1 | $12.91 | $12.91 |
| Cambridge | 5 | $3.05 | $4.00 | 5 | $12.51 | $16.26 |
| Canton | 4 | $3.79 | $14.26 | 4 | $8.54 | $16.82 |
| Dedham | 4 | $4.48 | $9.97 | 2 | $8.08 | $8.08 |
| Framingham | 5 | $6.91 | $12.76 | 5 | $8.97 | $25.82 |
| Lexington | 3 | $4.40 | $8.70 | 3 | $8.34 | $21.64 |
| Melrose | 2 | $6.44 | $8.75 | 2 | $11.62 | $14.64 |
| Milton | 4 | $6.39 | $9.04 | 4 | $7.23 | $16.02 |
| Natick | 4 | $2.25 | $7.91 | 3 | $6.37 | $18.77 |
| Newton | 4 | $7.12 | $11.80 | 4 | $10.98 | $15.87 |
| Stoughton | 3 | $3.97 | $8.10 | 2 | $10.25 | $10.58 |
| Wakefield | 1 | $7.56 | $7.56 | 1 | $11.44 | $11.44 |
| Waltham | 4 | $3.07 | $8.89 | 4 | $5.46 | $13.01 |
| Watertown | 3 | $5.15 | $12.62 | 3 | $10.11 | $17.50 |
| Wellesley | 5 | $2.99 | $9.18 | 1 | $9.40 | $9.40 |
| Westwood | 4 | $4.48 | $9.97 | 3 | $6.10 | $16.20 |
| Weymouth | 2 | $4.46 | $7.51 | 2 | $8.79 | $14.91 |
| Average of the Communities | | $4.89 | $9.33 | | $9.24 | $15.29 |
| | | | | | | |
| Needham (Current) | 4 | $3.18 | $5.24 | 4 | $9.08 | $11.79 |

* Rates as reported in the MWRA 2021 survey.

As reflected in the reports on file with the Department of Environmental Protection (DEP), the Town saw the trend with annual household water use declining reverse with consumption now curving upward during the last couple of years (refer to Table 5 next page). Comparing the data from the 2021 report (based on 2020 usage of 10,180 c.f.) to the 2006 report released by the MWRA, average household water usage has increased by 300 cubic feet, a 3% increase. The prior year, the report showed a decline in the average from 2006 to 2019 of 1,070 c.f. However, the average use in 2019 (8,810 c.f.) was essentially flat compared to 2018 (8,812 c.f.) but an increase of 890 cubic feet from 2017 usage (7,920 c.f.). Based on the average household size in Needham per the US Census data (2020), water usage would need to be approximately 8,085 c.f. of use or less per year to be under the 65 gallons of water use per day per person. With the average household water usage at 10,180 cubic feet or 76,151 gallons per year, Needham has a way to go to satisfy that standard. The Town continues its efforts to contain costs

while addressing critical needs of the water/sewer utility, and pricing strategies to encourage thoughtful use of water. The annual bill based on the 2021 report was $219 more than it was 14 years ago, a change of 18.1%. This compares to the average percentage change for the other communities of 22.5% more.

Table 5

**Average Household Annual Usage***

| Community | 2021 Report 2020 Average Annual Consumption | 2020 Report 2019 Average Annual Consumption | 2019 Report 2018 Average Annual Consumption | 2018 Report 2017 Average Annual Consumption | 2006 Report Actual Average Annual Consumption | C.F. Change | % Change | 2021 Annual Cost based on 2020 Average | 2006 Annual Cost based on 2006 Average | $ Change | % Change |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Belmont | 7,630 | 7,960 | 7,979 | 8,710 | 9,610 | (1,980) | -20.6% | $1,647 | $1,300 | $347 | 26.7% |
| Cambridge | 3,910 | 3,840 | 3,969 | 4,540 | 7,840 | (3,930) | -50.1% | $648 | $727 | ($80) | -10.9% |
| Canton | 7,760 | 7,160 | 6,826 | 7,750 | 10,090 | (2,330) | -23.1% | $1,105 | $932 | $173 | 18.6% |
| Dedham | 8,060 | 7,250 | 7,129 | 7,670 | 7,850 | 210 | 2.7% | $1,106 | $985 | $121 | 12.3% |
| Framingham | 6,360 | 5,560 | 5,736 | 6,070 | 8,500 | (2,140) | -25.2% | $1,027 | $556 | $471 | 84.7% |
| Lexington | 10,920 | 10,270 | 10,352 | 10,740 | 12,260 | (1,340) | -10.9% | $1,611 | $1,289 | $322 | 25.0% |
| Melrose | 6,040 | 4,670 | 4,795 | 5,000 | 6,520 | (480) | -7.4% | $1,258 | $747 | $511 | 68.4% |
| Milton | 7,810 | 8,650 | 8,653 | 8,600 | 9,730 | (1,920) | -19.7% | $1,482 | $1,190 | $292 | 24.5% |
| Natick | 7,150 | 6,340 | 6,630 | 7,300 | 7,750 | (600) | -7.7% | $812 | $521 | $291 | 55.8% |
| Newton | 7,410 | 5,820 | 5,966 | 6,240 | 10,310 | (2,900) | -28.1% | $1,023 | $1,004 | $19 | 1.9% |
| Norwood | 6,030 | 5,710 | 6,037 | 6,360 | 9,650 | (3,620) | -37.5% | $680 | $806 | ($126) | -15.7% |
| Stoughton | 6,180 | 5,710 | 5,227 | 6,560 | 8,880 | (2,700) | -30.4% | $949 | $949 | $0 | 0.0% |
| Wakefield | 6,810 | 7,050 | 7,047 | 7,940 | 7,900 | (1,090) | -13.8% | $1,317 | $963 | $354 | 36.7% |
| Waltham | 5,810 | 5,570 | 5,387 | 5,680 | 8,820 | (3,010) | -34.1% | $496 | $628 | ($132) | -21.1% |
| Watertown | 5,700 | 5,300 | 5,495 | 6,210 | 6,420 | (720) | -11.2% | $871 | $642 | $229 | 35.7% |
| Wellesley | 9,930 | 8,370 | 8,679 | 9,140 | 10,290 | (360) | -3.5% | $1,351 | $966 | $385 | 39.9% |
| Westwood | 8,060 | 7,250 | 7,129 | 7,670 | 7,850 | 210 | 2.7% | $1,039 | $862 | $177 | 20.5% |
| Weymouth | 5,750 | 5,220 | 5,308 | 5,600 | 6,380 | (630) | -9.9% | $841 | $652 | $189 | 29.0% |
| Group Average | 7,073 | 6,539 | 6,575 | 7,099 | 8,703 | (1,629) | -18.7% | $1,070 | $873 | $197 | 22.5% |
| | | | | | | | | | | | |
| Needham | 10,180 | 8,810 | 8,812 | 7,920 | 9,880 | 300 | 3.0% | $1,433 | $1,214 | $219 | 18.1% |

* Per the Annual Public Water Supply Reports filed with the Department of Environmental Protection.
Source: MWRA Annual Water and Sewer Retail Rate Surveys

## Rate Structure Proposal

The basis of the rate structure is to distribute the costs associated with operation, maintenance, capital infrastructure, and other liabilities incurred to provide public water and sewer services. We must be able to demonstrate that the rate structure will generate the revenue to meet appropriations and other liabilities to be paid during the fiscal year. Because demands on the system and costs can swing significantly from year-to-year, due to factors such as seasonal demand for water, infrastructure improvements, unexpected major system repairs, assessments for the treatment of sewer, purchase of water from the MWRA, and regulatory and local constraints, we look to reach a rate revenue target estimate rather than a specific dollar amount in determining where rates need to be to pay the costs of operations. The revenue estimates for water and sewer are calculated to meet the estimated operating expenses, maintain sufficient reserves to fund unexpected events, maintain adequate capital to satisfy the liquidity and financial ratios that the rating agencies look for when determining the Town's overall credit rating, and to weather short term consumption variations.

Based on expense estimates for the next three years (FY2023 – 25), the needed revenue target for the Water Enterprise is $6,092,000 and $9,370,000 for the Sewer Enterprise. If the rates were adjusted to

meet those targets in full this year (FY2023), this would result in an across the board increase of 3.9% for water rates and 7.1% for sewer rates, retro-active to July 1, 2022.

**User Rate Structure Recap**
**Three Year Trending Average Revenue Target**

| **SEWER USER RATE REVENUE TARGET RECAP** | |
|---|---|
| Operating Appropriation Period Average | $10,368,719.00 |
| Less Estimated Fix Rate Revenue | ($326,000) |
| Less Estimated General Fund Payment | ($750,000) |
| Add Doubtful Account Allowance (0.75%) | $77,765 |
| **Expenditures to be Supported by Rate Revenue** | **$9,370,484** |
| Rounding Adjustment | ($484) |
| **User Rate Revenue Target** | **$9,370,000** |
| Estimated Billable Volume (5-Yr Average) | 87,371,596.00 |
| **Minimum Flat Rate** | **$10.72** |

| **WATER USER RATE REVENUE TARGET RECAP** | |
|---|---|
| Operating Appropriation Period Average | $6,741,654.00 |
| Less Estimated Fix Rate Revenue | ($700,000) |
| Add Doubtful Account Allowance (0.75%) | $50,562 |
| **Expenditures to be Supported by Rate Revenue** | **$6,092,216** |
| Rounding Adjustment | ($216) |
| **User Rate Revenue Target** | **$6,092,000** |
| Estimated Billable Volume (5-Yr Average) | 130,579,416.00 |
| **Minimum Flat Rate** | **$4.67** |

The Committee reviewed several scenarios which consisted of six different water rate structures and six sewer rate structures. Every scenario had different consequences and degree of risk of not meeting the revenue target. Since expense, consumption, and volume billed at each step are based on averages, we deemed a rate structure that is estimated to be within 98.5% to 101.5% of the revenue target as meeting the target. The Committee reduced the number of rate scenarios for further consideration from six to three for water and from six to two for sewer. The Committee suggested modifications (different percentages, balancing the rates so that all share in the cost, adjusting the basic service fee, etc.) to the selected options, which were developed and presented at the following meeting. The Committee reviewed the modified scenarios and compared them to the originals. Every rate structure was designed to meet its respective revenue target, allowing the rate options to be interchangeable. In total, there were 25 rate combinations (the different concepts are appendix to the memo). The Committee voted to

recommend the water rate structure referred to as water alternative 2B and the sewer rate structure referred to as sewer alternative 2B (concept 15). The Committee felt this was a more balanced approach and not to place a greater increase on any particular step rate, plus an increase in the sewer basic service of $3.00 per quarter. The Committee thought that a uniform percentage increase was a reasonable approach because all users would share the burden. The recommended rate structure would increase the annual bill for a residential customer with regular water and sewer service by 4.69%. The MWRA annually provides to member communities an average cost for household water/sewer (AHWS) use based on the industry standard of 12,000 cubic feet, or approximately 90,000 gallons, to track rate increases over time. For historical purposes, this constant benchmark is maintained; however, actual household usage varies considerably and therefore the impact of any proposed change may be more or less than the AHWS reference.

| Description | Current | Proposed | $ Change | % Change |
|---|---|---|---|---|
| Basic Service Fee - Quarterly | $15.00 | $15.00 | | |
| Basic Service Fee - Monthly | $5.00 | $5.00 | | |
| **Water - Primary Meter** | | | | |
| Step 1 | $3.18 | $3.24 | $0.06 | 2% |
| Step 2 | $3.39 | $3.46 | $0.07 | 2% |
| Step 3 | $4.26 | $4.35 | $0.09 | 2% |
| Step 4 | $5.24 | $5.34 | $0.10 | 2% |
| Second Meter Fee - Quarterly | $4.00 | $4.00 | | |
| Second Meter Fee - Monthly | $1.34 | $1.34 | | |
| **Water - Secondary Meter** | | | | |
| Step 1 | $5.24 | $5.50 | $0.26 | 5% |
| Step 2 | $5.65 | $5.93 | $0.28 | 5% |
| Step 3 | $6.26 | $6.57 | $0.31 | 5% |
| Step 4 | $8.32 | $8.74 | $0.42 | 5% |
| Basic Sewer Fee - Quarterly | $9.00 | $12.00 | $3.00 | |
| Basic Sewer Fee - Monthly | $3.00 | $4.00 | $1.00 | |
| **Sewer** | | | | |
| Step 1 | $9.08 | $9.53 | $0.45 | 5% |
| Step 2 | $10.02 | $10.52 | $0.50 | 5% |
| Step 3 | $10.81 | $11.35 | $0.54 | 5% |
| Step 4 | $11.79 | $12.38 | $0.59 | 5% |
| Septage Disposal Per 1,000 Gallons | $85.00 | $85.00 | | |

Prices are per 100 CF (cubic feet) except septage which is per 1,000 gallons.

## Estimated Cost to an Average Customer Consuming 12,000 Cubic Feet

**Current**

| Water Step | Rate | Fiscal Year Volume | Annual Bill |
|---|---|---|---|
| 1 | $3.18 | 2,400 | $76.32 |
| 2 | $3.39 | 8,400 | $284.76 |
| 3 | $4.26 | 1,200 | $51.12 |
| 4 | $5.24 | - | |
| Base Fee | $15.00 | - | $60.00 |
| | | - | |
| Total | | 12,000 | $472.20 |

**Proposed**

| Water Step | Rate | Fiscal Year Volume | Annual Bill |
|---|---|---|---|
| 1 | $3.24 | 2,400 | $77.76 |
| 2 | $3.46 | 8,400 | $290.64 |
| 3 | $4.35 | 1,200 | $52.20 |
| 4 | $5.34 | - | |
| Base Fee | $15.00 | - | $60.00 |
| | | - | |
| Total | | 12,000 | $480.60 |

**Current**

| Sewer Step | Rate | Fiscal Year Volume | Bill |
|---|---|---|---|
| 1 | $9.08 | 2,400 | $217.92 |
| 2 | $10.02 | 8,400 | $841.68 |
| 3 | $10.81 | 1,200 | $129.72 |
| 4 | $11.79 | - | |
| Base Fee | $9.00 | - | $36.00 |
| | | - | |
| Total | | 12,000 | $1,225.32 |

**Proposed**

| Sewer Step | Rate | Fiscal Year Volume | Bill |
|---|---|---|---|
| 1 | $9.53 | 2,400 | $228.72 |
| 2 | $10.52 | 8,400 | $883.68 |
| 3 | $11.35 | 1,200 | $136.20 |
| 4 | $12.38 | - | |
| Base Fee | $12.00 | - | $48.00 |
| | | - | |
| Total | | 12,000 | $1,296.60 |

| | |
|---|---|
| | $1,697.52 |

| | |
|---|---|
| | $1,777.20 |
| | 4.69% |

## Estimated Cost to a Lower Usage Household Consuming 10,180 Cubic Feet

**Current**

| Water Step | Rate | Fiscal Year Volume | Bill |
|---|---|---|---|
| 1 | $3.18 | 2,400 | $76.32 |
| 2 | $3.39 | 7,780 | $263.74 |
| 3 | $4.26 | - | |
| 4 | $5.24 | - | |
| Base Fee | $15.00 | - | $60.00 |
| | | - | |
| Total | | 10,180 | $400.06 |

**Proposed**

| Water Step | Rate | Fiscal Year Volume | Bill |
|---|---|---|---|
| 1 | $3.24 | 2,400 | $77.76 |
| 2 | $3.46 | 7,780 | $269.19 |
| 3 | $4.35 | - | |
| 4 | $5.34 | - | |
| Base Fee | $15.00 | - | $60.00 |
| | | - | |
| Total | | 10,180 | $406.95 |

**Current**

| Sewer Step | Rate | Fiscal Year Volume | Bill |
|---|---|---|---|
| 1 | $9.08 | 2,400 | $217.92 |
| 2 | $10.02 | 7,780 | $779.56 |
| 3 | $10.81 | - | |
| 4 | $11.79 | - | |
| Base Fee | $9.00 | - | $36.00 |
| | | - | |
| Total | | 10,180 | $1,033.48 |

**Proposed**

| Sewer Step | Rate | Fiscal Year Volume | Bill |
|---|---|---|---|
| 1 | $9.53 | 2,400 | $228.72 |
| 2 | $10.52 | 7,780 | $818.46 |
| 3 | $11.35 | - | |
| 4 | $12.38 | - | |
| Base Fee | $12.00 | - | $48.00 |
| | | - | |
| Total | | 10,180 | $1,095.18 |

| | |
|---|---|
| | $1,433.54 |

| | |
|---|---|
| | $1,502.12 |
| | 4.78% |

Based on the AHWS standard, the annual average water and sewer bill would be $1,777.20 as compared to $1,697.52 under the current rate structure. The annual average residential primary water bill would increase by $8.4, approximately 1.78%, and the average residential sewer bill would increase by, $71.28, approximately 5.81% change. Overall, average customer using 12,000 cubic feet of water would see an annual increase of $79.68 (4.69%), and for those customers who use 10,180 cubic feet the annual increase would be $68.58 (4.78%).

Based on the proposed rates, the average bill of $1,777 would be 92.3% of the average bill of other communities last year (refer to Table 3)

The recommended rate structure effectively provides a subsidy to consumers whose billed water usage falls in step three or lower, and for sewer billing both step one and step two pay less than the average cost of $10.72 per hundred cubic feet.

Water and Sewer Rates
Subsidy Per 100 Cubic Feet
Fiscal Year 2023

| Service | Rate | Subsidy per HCF | Percent |
|---|---|---|---|
| **Water** | | | |
| The minimum required single rate per HCF | $4.67 | | |
| **Primary Meter** | | | |
| Proposed Step 1 Rate | $3.24 | $1.43 | 30.6% |
| Proposed Step 2 Rate | $3.46 | $1.21 | 25.9% |
| Proposed Step 3 Rate | $4.35 | $0.32 | 6.9% |
| Proposed Step 4 Rate | $5.34 | | |
| **Secondary Meter** | | | |
| Proposed Step 1 Rate | $5.50 | | |
| Proposed Step 2 Rate | $5.93 | | |
| Proposed Step 3 Rate | $6.57 | | |
| Proposed Step 4 Rate | $8.74 | | |
| **Sewer** | | | |
| The minimum required single rate per HCF | $10.72 | | |
| Proposed Step 1 Rate | $9.53 | $1.19 | 11.1% |
| Proposed Step 2 Rate | $10.52 | $0.20 | 1.9% |
| Proposed Step 3 Rate | $11.35 | | |
| Proposed Step 4 Rate | $12.38 | | |

Next Steps

The Select Board will hear from staff, the citizen committee, and the public about the proposal. The Board will be asked whether to move forward with the new rate structure proposal. The new rate structure would be effective October 1, 2022 with an understanding that water and sewer step rates may

need to increase next year depending on use patterns, whether commercial usage returns to the pre-COVID levels, and the demand for MWRA sourced water.

We will be at your meeting along with members of the Water and Sewer Rate Structure Committee to discuss the recommendations and to answer questions you may have. Please do not hesitate to contact me if you have any questions beforehand.

Attachments:

June 23, 2022 Water and Sewer Rate Structure Committee Rate Package (12 pages)
June 23, 2022 Water and Sewer Rate Structure Committee meeting minutes
July 8, 2022 Water and Sewer Rate Structure Committee Rate Package (7 pages)
July 8, 2022 Water and Sewer Rate Structure Committee meeting minutes
July 19, 2022 Water and Sewer Rate Structure Committee Rate Package (70 pages)
Summary of Water and Sewer Rate Structure Alternatives (1 page)
Please note that the July 19, 2022 Committee meeting minutes were not yet available.

Preliminary for Discussion Only

# TOWN OF NEEDHAM

## Water and Sewer Rate Structure Committee

23-Jun-22

Intentionally Blank

# Town of Needham
## Step Structure

| | Residential Quarterly | | | Commercial Monthly | |
|---|---|---|---|---|---|
| Step 1 | - | 600 | 600 | - | 200 |
| Step 2 | 600 | 2,700 | 2,100 | 200 | 900 |
| Step 3 | 2,700 | 4,200 | 1,500 | 900 | 1,400 |
| Step 4 | 4,200 | 99,999,999 | | 1,400 | 99,999,999 |

**Town of Needham**

**Water and Sewer Rate History**

| | FY2017 | FY2018 | FY2019 | FY2020 | FY2021 | FY2022 |
|---|---|---|---|---|---|---|
| Quarterly Basic Fees (water and sewer) | $24.00 | $24.00 | $24.00 | $24.00 | $24.00 | $24.00 |
| Monthly Basic Fee | $8.00 | $8.00 | $8.00 | $8.00 | $8.00 | $8.00 |
| Quarterly Second Meter Fee | $4.00 | $4.00 | $4.00 | $4.00 | $4.00 | $4.00 |
| Monthly Second Meter Fee | $1.34 | $1.34 | $1.34 | $1.34 | $1.34 | $1.34 |
| Rates are per 100 CF | | | | | | |
| **Water - Regular** | | | | | | |
| Step 1 | $3.10 | $3.10 | $3.10 | $3.18 | $3.18 | $3.18 |
| Step 2 | $3.40 | $3.40 | $3.30 | $3.39 | $3.39 | $3.39 |
| Step 3 | $4.30 | $4.30 | $4.15 | $4.26 | $4.26 | $4.26 |
| Step 4 | $5.10 | $5.10 | $5.10 | $5.24 | $5.24 | $5.24 |
| **Water - Irrigation Meters** | | | | | | |
| Step 1 | $5.10 | $5.10 | $5.10 | $5.24 | $5.24 | $5.24 |
| Step 2 | $5.50 | $5.50 | $5.50 | $5.65 | $5.65 | $5.65 |
| Step 3 | $6.10 | $6.10 | $6.10 | $6.26 | $6.26 | $6.26 |
| Step 4 | $8.10 | $8.10 | $8.10 | $8.32 | $8.32 | $8.32 |
| **Sewer** | | | | | | |
| Step 1 | $8.60 | $8.82 | $8.82 | $9.08 | $9.08 | $9.08 |
| Step 2 | $9.45 | $9.64 | $9.74 | $10.02 | $10.02 | $10.02 |
| Step 3 | $10.20 | $10.40 | $10.51 | $10.81 | $10.81 | $10.81 |
| Step 4 | $11.15 | $11.32 | $11.46 | $11.79 | $11.79 | $11.79 |
| **Septage Disposal** | | | | | | |
| Per 1,000 Gallons | $85.00 | $85.00 | $85.00 | $85.00 | $85.00 | $85.00 |

**Water and Sewer**
**Billed Consumption History**
**Fiscal Year July 1 - June 30**

| | 2015 | 2016 | 2017C | 2018 | 2019 | 2020 | 2021 | 3-Year Average | 5-Year Average | 7-Year Average | Lowest | Year |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Hundred Cubic Feet** | | | | | | | | | | | | |
| **WATER** | | | | | | | | | | | | |
| Primary Water | 972,420 | 977,082 | 982,157 | 941,734 | 951,683 | 938,977 | 1,008,833 | 966,498 | 964,677 | 967,555 | 938,977 | **2020** |
| Secondary Water | 300,798 | 374,864 | 341,902 | 284,575 | 335,420 | 303,407 | 442,941 | 360,589 | 341,649 | 340,558 | 284,575 | **2018** |
| Residential and Commercial | 1,273,217 | 1,351,946 | 1,324,059 | 1,226,309 | 1,287,103 | 1,242,384 | 1,451,774 | 1,327,087 | 1,306,326 | 1,308,113 | 1,226,309 | **2018** |
| Coca Cola Water | 145,815 | 139,297 | 109,150 | 122,803 | 65,789 | 687 | 628 | 22,368 | 59,811 | 83,453 | 628 | **2021** |
| Coca Cola | 145,815 | 139,297 | 109,150 | 122,803 | 65,789 | 687 | 628 | 22,368 | 59,811 | 83,453 | 628 | **2021** |
| **Percent Change from prior year** | **-10.7%** | **-4.5%** | **-21.6%** | **12.5%** | **-46.4%** | **-99.0%** | **-8.6%** | | | | | |
| TOTAL BILLABLE WATER | 1,419,032 | 1,491,243 | 1,433,209 | 1,349,112 | 1,352,892 | 1,243,071 | 1,452,402 | 1,349,455 | 1,366,137 | 1,391,566 | 1,243,071 | **2020** |
| **Percentage Change in Total Water Billed From Prior Year** | -1.2% | 5.1% | -3.9% | -5.9% | 0.3% | -8.1% | 16.8% | | | | | |
| **SEWER** | | | | | | | | | | | | |
| Primary Sewer | 865,974 | 867,969 | 874,625 | 852,728 | 868,156 | 859,609 | 913,462 | 880,409 | 873,716 | 871,789 | 852,728 | **2018** |
| Coca Cola Sewer | 69,363 | 61,141 | 40,691 | 42,696 | 23,649 | 626 | 584 | 8,286 | 21,649 | 34,107 | 584 | **2021** |
| TOTAL BILLABLE SEWER | 935,337 | 929,110 | 915,316 | 895,424 | 891,805 | 860,235 | 914,046 | 888,695 | 895,365 | 905,896 | 860,235 | **2020** |
| **Percentage Change in Total Sewer Billed From Prior Year** | -0.6% | -0.7% | -1.5% | -2.2% | -0.4% | -3.5% | 6.3% | | | | | |

| Water and Sewer Billed Consumption | Pre-Covid | Pre-Covid | Pre-Covid | Covid-19 | Covid Phasing | |
|---|---|---|---|---|---|---|
| Residential v Commercial | 2018 | 2019 | 2020 | 2021 | 2022 | Change |
| Excludes Coca Cola | **9 Months** | **9 Months** | **9 Months** | **9 Months** | **9 Months** | **9 Months** |
| **WATER** | | | | | | |
| Residential Use Domestic | **543,714** | **553,885** | **555,340** | **644,345** | **586,222** | -9.0% |
| Residential Use Irrigation | **246,896** | **302,264** | **269,281** | **393,303** | **323,436** | -17.8% |
| Total Residential Use | 790,610 | 856,149 | 824,621 | 1,037,648 | 909,658 | -12.3% |
| Commercial Use Domestic | **178,056** | **179,202** | **168,525** | **140,581** | **146,369** | 4.1% |
| Commercial Use Irrigation | **28,666** | **29,220** | **29,489** | **37,114** | **28,520** | -23.2% |
| Total Commercial | 206,722 | 208,422 | 198,014 | 177,695 | 174,889 | -1.6% |
| Residential Domestic | 543,714 | 553,885 | 555,340 | 644,345 | 586,222 | -9.0% |
| Commercial Domestic | 178,056 | 179,202 | 168,525 | 140,581 | 146,369 | 4.1% |
| **Total Billed Domestic** | **721,770** | **733,087** | **723,865** | **784,926** | **732,591** | **-6.7%** |
| Residential Irrigation | 246,896 | 302,264 | 269,281 | 393,303 | 323,436 | -17.8% |
| Commercial Irrigation | 28,666 | 29,220 | 29,489 | 37,114 | 28,520 | -23.2% |
| **Total Billed Irrigation** | **275,562** | **331,484** | **298,770** | **430,417** | **351,956** | **-18.2%** |
| TOTAL BILLABLE WATER | 997,332 | 1,064,571 | 1,022,635 | 1,215,343 | 1,084,547 | -10.8% |
| **Percentage Change in Total Water Billed From Prior Year** | | 6.7% | -3.9% | 18.8% | -10.8% | |
| **SEWER** | | | | | | |
| Residential Sewer | **497,737** | **506,760** | **510,994** | **585,932** | **539,723** | -7.9% |
| Commercial Sewer | **149,587** | **156,622** | **147,147** | **117,121** | **124,952** | 6.7% |
| TOTAL BILLABLE SEWER | 647,324 | 663,382 | 658,141 | 703,053 | 664,675 | -5.5% |
| **Percentage Change in Total Sewer Billed From Prior Year** | | 2.5% | -0.8% | 6.8% | -5.5% | |

Billed use is shown in hundred cubic feet (HCF)

Billable Use
Excluding Coca Cola
By Step
Hundred Cubic Feet

| Fiscal Year | 2017 | 2018 | 2019 | 2020 | 2021 | 5-Yr Average (2017 - 2021) |
|---|---|---|---|---|---|---|
| Regular Billed Water Excluding CCB | | | | | | |
| Step 1 | 274,334.47 | 274,267.44 | 276,558.61 | 283,055.28 | 286,997.48 | 279,042.66 |
| Step 2 | 445,342.68 | 427,371.61 | 436,683.99 | 442,447.41 | 490,111.68 | 448,391.47 |
| Step 3 | 51,207.21 | 44,472.17 | 46,993.08 | 45,185.07 | 61,908.20 | 49,953.15 |
| Step 4 | 208,614.64 | 195,622.78 | 191,447.17 | 168,289.19 | 169,815.64 | 186,757.88 |
| Total | 979,499.00 | 941,734.00 | 951,682.85 | 938,976.95 | 1,008,833.00 | 964,145.16 |

| Secondary Water | | | | | | |
|---|---|---|---|---|---|---|
| Step 1 | 54,325.00 | 52,793.44 | 55,314.00 | 52,258.02 | 66,922.00 | 56,322.49 |
| Step 2 | 112,780.00 | 102,787.02 | 113,968.00 | 103,864.39 | 142,812.00 | 115,242.28 |
| Step 3 | 44,516.00 | 36,472.58 | 45,022.00 | 39,349.23 | 59,374.00 | 44,946.76 |
| Step 4 | 130,281.00 | 92,521.96 | 121,116.00 | 107,935.36 | 173,833.00 | 125,137.46 |
| Total | 341,902.00 | 284,575.00 | 335,420.00 | 303,407.00 | 442,941.00 | 341,649.00 |

| Regular Billed Water Excluding CCB | | | | | | 5-Yr Average (2017 - 2021) |
|---|---|---|---|---|---|---|
| Step 1 | 28.0% | 29.1% | 29.1% | 30.1% | 28.45% | 28.96% |
| Step 2 | 45.5% | 45.4% | 45.9% | 47.1% | 48.58% | 46.49% |
| Step 3 | 5.2% | 4.7% | 4.9% | 4.8% | 6.14% | 5.17% |
| Step 4 | 21.3% | 20.8% | 20.1% | 17.9% | 16.83% | 19.39% |
| Total | 100.0% | 100.0% | 100.0% | 100.0% | 100.00% | 100.00% |

| Secondary Water | | | | | | 5-Yr Average (2017 - 2021) |
|---|---|---|---|---|---|---|
| Step 1 | 15.9% | 18.6% | 16.5% | 17.2% | 15.11% | 16.65% |
| Step 2 | 33.0% | 36.1% | 34.0% | 34.2% | 32.24% | 33.91% |
| Step 3 | 13.0% | 12.8% | 13.4% | 13.0% | 13.40% | 13.13% |
| Step 4 | 38.1% | 32.5% | 36.1% | 35.6% | 39.25% | 36.31% |
| Total | 100.0% | 100.0% | 100.0% | 100.0% | 100.00% | 100.00% |

Billable Use
Excluding Coca Cola
By Step
Hundred Cubic Feet

| Fiscal Year | 2017 | 2018 | 2019 | 2020 | 2021 | 5-Yr Average (2017 - 2021) |
|---|---|---|---|---|---|---|
| Fiscal Year | 2017 | 2018 | 2019 | 2020 | 2021 | 5-Yr Average (2017 - 2021) |
| Billed Sewer Excluding CCB | | | | | | |
| Step 1 | 262,251.74 | 262,656.32 | 265,208.72 | 272,101.65 | 276,046.66 | 267,653.02 |
| Step 2 | 421,118.39 | 405,237.38 | 414,359.18 | 421,191.89 | 466,815.31 | 425,744.43 |
| Step 3 | 43,688.80 | 37,780.36 | 39,623.99 | 38,983.51 | 53,700.65 | 42,755.46 |
| Step 4 | 147,566.07 | 147,053.94 | 148,963.98 | 127,331.90 | 116,899.38 | 137,563.05 |
| Total | 874,625.00 | 852,728.00 | 868,155.87 | 859,608.95 | 913,462.00 | 873,715.96 |

| Billed Sewer Excluding CCB | | | | | | 5-Yr Average (2017 - 2021) |
|---|---|---|---|---|---|---|
| Step 1 | 30.0% | 30.8% | 30.5% | 31.7% | 30.22% | 30.64% |
| Step 2 | 48.1% | 47.5% | 47.7% | 49.0% | 51.10% | 48.70% |
| Step 3 | 5.0% | 4.4% | 4.6% | 4.5% | 5.88% | 4.88% |
| Step 4 | 16.9% | 17.2% | 17.2% | 14.8% | 12.80% | 15.78% |
| Total | 100.0% | 100.0% | 100.0% | 100.0% | 100.00% | 100.00% |

Operational Expense
Forecast
Three Year Outlook

| | Budget 2020 | Budget 2021 | Budget 2022 | Estimate 2023 | Projection 2024 | Projection 2025 |
|---|---|---|---|---|---|---|
| **Water Enterprise** | | | | | | |
| Salaries & Wages | $1,331,359 | $1,360,541 | $1,457,409 | $1,492,528 | $1,550,886 | $1,611,525 |
| Expenses | $1,209,762 | $1,269,070 | $1,294,764 | $1,361,349 | $1,415,803 | $1,472,435 |
| Capital Outlay | $15,000 | $15,000 | $40,000 | $0 | $15,000 | $15,000 |
| MWRA** | $1,412,709 | $1,126,226 | $1,670,433 | *$1,464,186* | *$1,522,753* | *$1,583,664* |
| Reserve Fund | $75,000 | $75,000 | $75,000 | $75,000 | $75,000 | $75,000 |
| Debt Service | $1,250,000 | $1,250,000 | $1,250,000 | $1,250,000 | $1,250,000 | $1,250,000 |
| Other Expenses | | $193,500 | $4,729 | | | |
| Operating Budget | $5,293,830 | $5,289,337 | $5,792,335 | $5,643,063 | $5,829,442 | $6,007,624 |
| Indirect Expense | | | | | | |
| Indirect Costs | $853,155 | $864,193 | $899,889 | $942,184 | $973,936 | $1,006,757 |
| Percent of OB | 16.1% | 16.3% | 15.5% | 16.7% | 16.7% | 16.8% |
| **Operational Cost** | **$6,146,985** | **$6,153,530** | **$6,692,224** | **$6,585,247** | **$6,803,378** | **$7,014,381** |
| Cash Capital Plan | $291,500 | $43,002 | $1,016,634 | $0 | $34,000 | $424,500 |
| | | | | | | |
| Total | $6,438,485 | $6,196,532 | $7,708,858 | $6,585,247 | $6,837,378 | $7,438,881 |

Operational Expense
Forecast
Three Year Outlook

| | Budget 2020 | Budget 2021 | Budget 2022 | Estimate 2023 | Projection 2024 | Projection 2025 |
|---|---|---|---|---|---|---|
| **Sewer Enterprise** | | | | | | |
| Salaries & Wages | $1,028,667 | $1,054,938 | $1,041,733 | $1,080,247 | $1,121,296 | $1,163,906 |
| Expenses | $451,947 | $462,447 | $513,076 | $770,691 | $799,977 | $830,376 |
| Capital Outlay | $50,000 | $45,000 | $51,000 | $51,000 | $51,561 | $52,128 |
| MWRA | $6,399,114 | $6,399,895 | $6,614,690 | $6,822,134 | $7,095,019 | $7,378,820 |
| Reserve Fund | $35,000 | $35,000 | $35,000 | $35,000 | $35,000 | $35,000 |
| Debt Service | $900,000 | $900,000 | $610,000 | $610,000 | $710,000 | $810,000 |
| Other Expenses | | | | | | |
| Operating Budget | $8,864,728 | $8,897,280 | $8,865,499 | $9,369,072 | $9,812,854 | $10,270,230 |
| Indirect Expense | | | | | | |
| Indirect Costs | $472,345 | $465,865 | $507,526 | $529,857 | $551,051 | $573,093 |
| Percent of OB | 5.3% | 5.2% | 5.7% | 5.7% | 5.6% | 5.6% |
| **Operational Cost** | **$9,337,073** | **$9,363,145** | **$9,373,025** | **$9,898,929** | **$10,363,905** | **$10,843,324** |
| Cash Capital Plan | $1,631,487 | $588,088 | $332,531 | $901,255 | $163,007 | $1,361,566 |
| | | | | | | |
| Total | $10,968,560 | $9,951,233 | $9,705,556 | $10,800,184 | $10,526,912 | $12,204,890 |
| | | | | | | |

**SEWER & WATER**
**User Rate Structure Recap**

**Three Year Trending Average Revenue Target**

| **SEWER USER RATE REVENUE TARGET RECAP** | |
|---|---|
| Operating Appropriation Period Average | $10,368,719.00 |
| Less Estimated Fix Rate Revenue | ($326,000) |
| Less Estimated General Fund Payment | ($750,000) |
| Add Doubtful Account Alowance (0.75%) | $77,765 |
| **Expenditures to be Supported by Rate Revenue** | **$9,370,484** |
| Rounding Adjustment | ($484) |
| **User Rate Revenue Target** | **$9,370,000** |
| Estimated Billable Volume (5-Yr Average) | 87,371,596.00 |
| **Minimum Flat Rate** | **$10.72** |

| **WATER USER RATE REVENUE TARGET RECAP** | |
|---|---|
| Operating Appropriation Period Average | $6,801,002.00 |
| Less Estimated Fix Rate Revenue | ($700,000) |
| Add Doubtful Account Alowance (0.75%) | $51,008 |
| **Expenditures to be Supported by Rate Revenue** | **$6,152,010** |
| Rounding Adjustment | ($10) |
| **User Rate Revenue Target** | **$6,152,000** |
| Estimated Billable Volume (5-Yr Average) | 130,579,416.00 |
| **Minimum Flat Rate** | **$4.71** |

| **Sewer Enterprise** | | | | Target Revenue |
|---|---|---|---|---|
| Current Rates | | | | $9,370,000.00 |
| Step | Billable % | 87,371,596 | Rate Per HCF | Revenue |
| 1 | 30.64% | 26,770,657.01 | $9.08 | $2,430,775.66 |
| 2 | 48.70% | 42,549,967.25 | $10.02 | $4,263,506.72 |
| 3 | 4.88% | 4,263,733.88 | $10.81 | $460,909.63 |
| 4 | 15.78% | 13,787,237.85 | $11.79 | $1,625,515.34 |
| | 100.00% | 87,371,596.00 | | $8,780,707.35 |
| | | | **Shortfall** | **$589,292.65** |
| | | | | **6.29%** |

| **Water Enterprise** | | | | Target Revenue |
|---|---|---|---|---|
| Current Rates | | | | $6,152,000.00 |
| Domestic Step | Billable % | 96,414,516 | Rate Per HCF | Revenue |
| 1 | 28.96% | 27,921,643.83 | $3.18 | $887,908.27 |
| 2 | 46.49% | 44,823,108.49 | $3.39 | $1,519,503.38 |
| 3 | 5.17% | 4,984,630.48 | $4.26 | $212,345.26 |
| 4 | 19.39% | 18,694,774.65 | $5.24 | $979,606.19 |
| Irrigation Step | Billable % | 34,164,900 | Rate Per HCF | Revenue |
| 1 | 16.65% | 5,688,455.85 | $5.24 | $298,075.09 |
| 2 | 33.91% | 11,585,317.59 | $5.65 | $654,570.44 |
| 3 | 13.13% | 4,485,851.37 | $6.26 | $280,814.30 |
| 4 | 36.31% | 12,405,275.19 | $8.32 | $1,032,118.90 |
| Grand Total | 100.00% | 130,589,057 | | $5,864,941.82 |
| | | | **Shortfall** | **$287,058.18** |
| | | | | **4.89%** |

Annual Water and Sewer Charges in Selected Communities
Receiving Services from the MWRA
Cost to Average Customer Consuming 12,000 Cubic Feet

| Community | | Water Rate Structure | Number of Blocks | Dec-11 | Dec-16 | Dec-17 | Dec-18 | Dec-19 | Dec-20 | Dec-21 | One Year Change | Three Year Change | Five Year Change | Ten Year Change |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Belmont | | (B) | 2 | $1,980 | $2,437 | $2,488 | $2,500 | $2,500 | $2,500 | $2,500 | 0.0% | 0.0% | 2.6% | 26.3% |
| Cambridge | * | (B) | 5 | $1,360 | $1,564 | $1,655 | $1,750 | $1,766 | $1,938 | $2,066 | 6.6% | 18.1% | 32.1% | 51.9% |
| Canton | * | (B) | 4 | $1,447 | $1,624 | $1,716 | $1,716 | $1,716 | $1,804 | $1,804 | 0.0% | 5.1% | 11.1% | 24.7% |
| Dedham | ** | (B) | 4 | $1,530 | $1,565 | $1,567 | $1,567 | $1,579 | $1,592 | $1,611 | 1.2% | 2.8% | 2.9% | 5.3% |
| Framingham | | (B) | 5 | $1,214 | $1,735 | $1,770 | $1,810 | $1,855 | $1,855 | $2,035 | 9.7% | 12.4% | 17.3% | 67.7% |
| Lexington | | (B) | 3 | $1,408 | $1,520 | $1,541 | $1,638 | $1,759 | $1,827 | $1,827 | 0.0% | 11.6% | 20.2% | 29.8% |
| Melrose | | (B) | 2 | $1,640 | $2,295 | $2,315 | $2,351 | $2,371 | $2,371 | $2,371 | 0.0% | 0.8% | 3.3% | 44.6% |
| Milton | | (B) | 4 | $1,777 | $2,136 | $2,136 | $2,178 | $2,298 | $2,353 | $2,376 | 0.9% | 9.1% | 11.2% | 33.7% |
| Natick | ** | (B) | 4 | $1,267 | $1,432 | $1,462 | $1,596 | $1,596 | $1,792 | $1,891 | 5.5% | 18.5% | 32.0% | 49.2% |
| Newton | | (B) | 4 | $1,712 | $2,142 | $2,222 | $2,319 | $2,360 | $2,454 | $2,454 | 0.0% | 5.8% | 14.6% | 43.3% |
| Norwood | | (B) | 2 | $1,246 | $1,446 | $1,446 | $1,542 | $1,625 | $1,693 | $1,806 | 6.7% | 17.1% | 24.9% | 45.0% |
| Stoughton | * | (B) | 4 | $1,609 | $1,705 | $1,752 | $1,778 | $1,825 | $1,825 | $1,825 | 0.0% | 2.7% | 7.1% | 13.5% |
| Wakefield | * | (S) | 1 | $1,607 | $1,804 | $1,928 | $2,003 | $2,150 | $2,150 | $2,204 | 2.5% | 10.0% | 22.2% | 37.1% |
| Waltham | | (B) | 4 | $1,165 | $1,182 | $1,123 | $1,123 | $1,123 | $1,123 | $1,123 | 0.0% | 0.0% | -5.0% | -3.7% |
| Watertown | | (B) | 3 | $1,327 | $1,559 | $1,531 | $1,570 | $1,633 | $1,775 | $1,831 | 3.2% | 16.7% | 17.5% | 38.0% |
| Wellesley | * | (B) | 5 | $1,386 | $1,523 | $1,523 | $1,575 | $1,575 | $1,618 | $1,618 | 0.0% | 2.7% | 6.2% | 16.7% |
| Westwood | * | (B) | 4 | $1,328 | $1,469 | $1,442 | $1,461 | $1,474 | $1,506 | $1,524 | 1.2% | 4.3% | 3.8% | 14.7% |
| Weymouth | ** | (B) | 2 | $1,530 | $1,644 | $1,645 | $1,693 | $1,740 | $1,778 | $1,780 | 0.1% | 5.2% | 8.3% | 16.4% |
| Group Average | | | | $1,474 | $1,710 | $1,737 | $1,787 | $1,830 | $1,886 | $1,925 | 2.0% | 7.7% | 12.6% | 30.6% |
| Needham | * | (B) | 4 | $1,481 | $1,630 | $1,654 | $1,653 | $1,698 | $1,698 | $1,698 | 0.0% | 2.7% | 4.1% | 14.6% |

B = Block Rates
S = Single Rate
* = Partial water service from MWRA
** = Sewer service only
Source: MWRA Annual Water and Sewer Retail Rate Surveys

**Average Household Annual Usage***

| Community | 2021 Report 2020 Average Annual Consumption | 2016 Report 2015 Average Annual Consumption | 2006 Report Actual Average Annual Consumption | C.F. Change | % Change | 2021 Annual Cost based on 2020 Average | 2016 Annual Cost based on 2015 Average | 2006 Annual Cost based on 2006 Average | $ Change | % Change |
|---|---|---|---|---|---|---|---|---|---|---|
| Belmont | 7,630 | 9,010 | 9,610 | (1,980) | -20.6% | $1,647 | $1,867 | $1,300 | $347 | 26.7% |
| Cambridge | 3,910 | 4,760 | 7,840 | (3,930) | -50.1% | $648 | $602 | $727 | ($80) | -10.9% |
| Canton | 7,760 | 8,040 | 10,090 | (2,330) | -23.1% | $1,105 | $1,034 | $932 | $173 | 18.6% |
| Dedham | 8,060 | 8,030 | 7,850 | 210 | 2.7% | $1,106 | $1,131 | $985 | $121 | 12.3% |
| Framingham | 6,360 | 6,390 | 8,500 | (2,140) | -25.2% | $1,027 | $880 | $556 | $471 | 84.7% |
| Lexington | 10,920 | 12,170 | 12,260 | (1,340) | -10.9% | $1,611 | $1,549 | $1,289 | $322 | 25.0% |
| Melrose | 6,040 | 5,250 | 6,520 | (480) | -7.4% | $1,258 | $1,056 | $747 | $511 | 68.4% |
| Milton | 7,810 | 7,760 | 9,730 | (1,920) | -19.7% | $1,482 | $1,322 | $1,190 | $292 | 24.5% |
| Natick | 7,150 | 7,630 | 7,750 | (600) | -7.7% | $812 | $679 | $521 | $291 | 55.8% |
| Newton | 7,410 | 6,400 | 10,310 | (2,900) | -28.1% | $1,023 | $1,076 | $1,004 | $19 | 1.9% |
| Norwood | 6,030 | 6,380 | 9,650 | (3,620) | -37.5% | $680 | $631 | $806 | ($126) | -15.7% |
| Stoughton | 6,180 | 6,210 | 8,880 | (2,700) | -30.4% | $949 | $890 | $949 | $0 | 0.0% |
| Wakefield | 6,810 | 7,950 | 7,900 | (1,090) | -13.8% | $1,317 | $1,195 | $963 | $354 | 36.7% |
| Waltham | 5,810 | 5,940 | 8,820 | (3,010) | -34.1% | $496 | $533 | $628 | ($132) | -21.1% |
| Watertown | 5,700 | 6,300 | 6,420 | (720) | -11.2% | $871 | $831 | $642 | $229 | 35.7% |
| Wellesley | 9,930 | 9,730 | 10,290 | (360) | -3.5% | $1,351 | $1,247 | $966 | $385 | 39.9% |
| Westwood | 8,060 | 8,030 | 7,850 | 210 | 2.7% | $1,039 | $1,021 | $862 | $177 | 20.5% |
| Weymouth | 5,750 | 6,080 | 6,380 | (630) | -9.9% | $841 | $817 | $652 | $189 | 29.0% |
| Group Average | 7,073 | 7,337 | 8,703 | (1,629) | -18.7% | $1,070 | $1,020 | $873 | $197 | 22.5% |
| | | | | | | | | | | |
| Needham | 10,180 | 9,190 | 9,880 | 300 | 3.0% | $1,433 | $1,249 | $1,214 | $219 | 18.1% |

* Per the Annual Public Water Supply Reports filed with the Department of Environmental Protection.
Source: MWRA Annual Water and Sewer Retail Rate Surveys

WATER AND SEWER RATE STRUCTURE COMMITTEE

TOWN OF NEEDHAM

MEETING MINUTES

| Date: June 23, 2022 | Time: 6:00 PM | Location: Town Hall & Zoom Hybrid |
|---|---|---|

WSRSC Member Attendance:

| | | |
|---|---|---|
| Present: | Harold Burger, Tom Loughran (remote), John Tallarico (remote) | |
| Absent: | | |
| Other Attendees: | David Davison | Asst Town Manager/Director of Finance |
| | Mike Retzky | Superintendent of Water & Sewer |
| | Cecilia Simchak | Director of Finance & Administration for Public Services (remote) |
| | Kristin Wright | DPW Management Analyst |
| Notes prepared by: | Kathryn Copley | Administrative Specialist |

This meeting was posted on the Town web site as a hybrid meeting:
**Remote access on Zoom Cloud Meetings**
Meeting ID # 823 7296 0182
https://us02web.zoom.us/j/82372960182

Mr. Davison reported that Mr. Cosgrove stepped down from the Committee and has moved from town. A chair and vice chair need to be appointed. Mr. Tallarico, as the longest sitting member, will act as chair pro-tem. Both Mr. Tallarico and Mr. Loughran were recently reappointed to the Committee. It is hoped that new members will be appointed to the Committee.

Acceptance of Minutes

Mr. Tallarico made a motion that the Committee accept the minutes from the June 3, 2021 meeting. Mr. Loughran seconded the motion. The motion was then voted upon and approved unanimously. 3 yeas - 0 nays – 0 abstain.

Discussion

Mr. Retzky was introduced as the new Superintendent of Water & Sewer as of October 2021. He is a Needham resident and had been a Project Manager for the Building Design & Construction Department for several years. Prior to that he worked for CDM Smith, Inc. for 30 years on water/sewer/drain construction projects.

Mr. Retzky reported that water mains and hydrant flushing did not occur in the fall of 2021. It was performed this spring and was completed as of June 15th. The problem with the well pump motors at the Charles River Water Treatment Plant was resolved in July/August 2021. The second phase of the Country Way water main replacement was completed in 2021 and the area is currently

being re-paved. A portion of the Concord Street water main replacement was replaced last fall 2021. The 16-inch diameter water main project on Central Avenue (between Marked Tree Road and Pine Street) was bid this season. It was awarded to Revoli Construction. Pipe materials are delayed. The DPW engineering department will be overseeing this project.

The Lake Drive sewer pump station replacement design, bid and award is completed. The contract was awarded to D'Allessandro Corp. The project is in the submittal stage. Supply chain issues are anticipated. The Route128/I-95 sewer interceptor replacement and rehabilitation design study is in process with the Needham DPW Engineering Dept. and their consulting engineer, Environmental Partners.

The MWRA's Metropolitan Redundant Tunnel Program Phase B subsurface investigation is underway, and more information is available on the MWRA website.

Mr. Davison reported on the water and sewer rates. Needham uses block rates with four steps. The last six years of water and sewer rate history was reviewed, FY2017 through FY2022. In FY2020 the rates did increase as the first of three rate increases that was supposed to be implemented over three years due to the loss of the Coca Cola plant revenue. When Covid struck the Select Board did not vote to increase the rates during that period. There have been no increases over the last three years.

The billed water and sewer consumption history over the last six fiscal years was reviewed. The first nine months for billed consumption excluding Coca Cola, over the last five fiscal years was reviewed. It was noted that residential use went up during Covid in FY2021 and commercial use went down during the same period as residents were home and businesses closed. In FY2021 there was no water ban and irrigation water use increased. The commercial usage tends to be higher so they are more likely to be in step four. The Town realized a loss in the fourth step revenues as businesses closed. Because of the drop in use in the higher steps which is billed at higher rates, the anticipated revenue loss is greater.

Billable water and sewer use over the last five fiscal years was reviewed. There was a noticeable increase in secondary irrigation billable water usage in FY2021. The five-year average for billed water use was 29% in Step 1, 46% in Step 2, 5% in Step 3 and 19% in Step 4. Secondary billed water use was 17% in Step 1, 34% in Step 2, 13% in Step 3 and 36% in Step 4. Sewer billed use was 30% in Step 1, 49% in Step 2, 5% in Step 3 and 16% in Step 4.

A goal is to smooth out the impact of rate changes and avoid spikes. The operational expense forecasts over three years for water and sewer were reviewed. Expenses are assumed to grow at 4%. The MWRA fees are variable depending on how much water is needed during the year. Needham does produce water from its wells. The MWRA sewer assessment is the largest expense, and their goal is not to increase more than 4% per year. Operational costs need to be covered by the rates. The Water, Sewer and Drains employee contract is currently under negotiation and the outcome is an unknown factor.

The sewer enterprise revenue target is $9,370,484 and revenue at the current rates is estimated to be $8,780,707.35 which leaves a shortfall of $589,292.65. The water enterprise revenue target is $6,152,000 and revenue at the current rates is estimated to be $5,864,941.82 which leaves a shortfall of $287,059.18. There are several options to cover the shortfall and eliminate the estimated deficits. One option would be to a flat rate scenario and raise by 6.29% to all sewer rate steps and 4.89% to all water rate steps.

Mr. Davison proposed he develop a mix of scenarios to present at the next meeting for the Committee to review. The scenarios would include the flat rate increase as noted above, a rate structure that would see a higher percent increase in the higher tiers and smaller percent increase in the lower tiers which would shift the burden from the lower step to the higher steps, an increase in the basic service fee currently at $15. The Committee agreed that it would be helpful to look at these scenarios.

He will also show the Committee what the rates would have been if the three-year increases proposed in FY2019 had taken effect. Only the FY2020 increase was put into effect as the Select Board did not want to increase the rates in FY2021 or FY2022 during the pandemic.

The average water and sewer rate structures of selected communities comparable to Needham was reviewed. Needham's average rates compared to these communities is below the group average with lower rates and more moderate rate increases over a ten-year period.

The average household annual usage of these communities was also reviewed. This looks at actual billing in the communities and is not an apples-to-apples comparison but indicates a level of water conservation. Needham's average annual usage from 2015 to 2020 rose 3%.

A chair and vice chair need to be appointed. The vice chair would fill in for the chair if necessary. Mr. Davison proposed that Mr. Tallarico be considered for the chair position as he is the senior member.

Mr. Tallarico proposed that the Committee accept Mr. Davison's recommendation of the chair appointment. Mr. Loughran agreed to the proposal and Mr. Burger seconded the motion. The motion was passed with Mr. Loughran, Mr. Burger and Mr. Tallarico voting yea- 3 yeas - 0 nays – 0 abstain.

Mr. Tallarico, Mr. Loughran and Mr. Burger voted yea on the appointment of Mr. Loughran for vice chair - 3 yeas - 0 nays – 0 abstain.

Mr. Davison indicated that additional volunteers are being sought. A candidate has been interviewed. Mr. Retzky is the representative to the MWRA.

The suspension of the open meeting law to allow fully remote meeting ends on July 15. The Select Board has adopted limited remote participation in which board members can participate remotely. The chair and a majority of the members must meet in person. Members can meet remotely for a maximum of 25% of the meetings unless the chair allows more. Also, there are criteria that must be met for attending remotely.

The Massachusetts legislation is talking about extending the suspension, but nothing has been approved.

There is a proposed public hearing on the water and sewer rate increases for July 26th. The next hybrid meeting of the Committee was set for July 8th at 12 pm at the Town Hall and on Zoom.

Documents:

March 18 and June 3, 2021 Minutes, Update from Superintendent, Step Structure, Water and Sewer Rate History, Water & Sewer Billed Consumption History, Operational Expense Forecast,

User Rate Structure Recap, Sewer & Water Enterprise Target Revenue, Annual Water & Sewer Charges in Selected Communities, Average Household Annual Usage

Adjournment

Mr. Tallarico made a motion that the Committee adjourn at 8:31 PM. Mr. Loughran seconded the motion. The motion was then voted upon and approved unanimously. 3 yeas - 0 nays – 0 abstain.

The next meeting is scheduled for July 8, 2022 at 12 pm.

These notes are intended to convey the content of the discussions at the Committee meeting. If no comments are received by the next meeting, they will go to file as part of the permanent Committee record.

Preliminary for Discussion Only

# TOWN OF NEEDHAM

## Water and Sewer Rate Structure Committee

8-Jul-22

| **Sewer Enterprise** | | | | | | Target Revenue |
|---|---|---|---|---|---|---|
| Current Rates | | | | | | $9,370,000.00 |
| Step | Accounts | Annual Cons | Billable % | 87,371,596 | Rate Per HCF | Revenue |
| 1 | | | 30.64% | 26,770,657.01 | $9.08 | $2,430,775.66 |
| 2 | | | 48.70% | 42,549,967.25 | $10.02 | $4,263,506.72 |
| 3 | | | 4.88% | 4,263,733.88 | $10.81 | $460,909.63 |
| 4 | | | 15.78% | 13,787,237.85 | $11.79 | $1,625,515.34 |
| | Totals | | 100.00% | 87,371,596.00 | | $8,780,707.35 |
| | | | | | **Shortfall** | **-$589,292.65** |

Annual Average Household
12,000 CF

| Fiscal Year | | |
|---|---|---|
| Volume | % | Bill |
| 2,400 | 20.0% | $217.92 |
| 8,400 | 70.0% | $841.68 |
| 1,200 | 10.0% | $129.72 |
| - | | $0.00 |
| - | | $36.00 |
| - | | $1,225.32 |

| **Water Enterprise** | | | | | | Target Revenue |
|---|---|---|---|---|---|---|
| Current Rates | | | | | | $6,092,000.00 |
| Domestic Step | Accounts | Annual Cons | Billable % | 96,414,516 | Rate Per HCF | Revenue |
| 1 | | | 28.96% | 27,921,643.83 | $3.18 | $887,908.27 |
| 2 | | | 46.49% | 44,823,108.49 | $3.39 | $1,519,503.38 |
| 3 | | | 5.17% | 4,984,630.48 | $4.26 | $212,345.26 |
| 4 | | | 19.39% | 18,694,774.65 | $5.24 | $979,606.19 |
| Irrigation Step | Accounts | Annual Cons | Billable % | 34,164,900 | Rate Per HCF | Revenue |
| 1 | | | 16.65% | 5,688,455.85 | $5.24 | $298,075.09 |
| 2 | | | 33.91% | 11,585,317.59 | $5.65 | $654,570.44 |
| 3 | | | 13.13% | 4,485,851.37 | $6.26 | $280,814.30 |
| 4 | | | 36.31% | 12,405,275.19 | $8.32 | $1,032,118.90 |
| Grand Total | | | 100.00% | 130,589,057 | | $5,864,941.82 |
| | | | | | **Shortfall** | **-$227,058.18** |

| Fiscal Year | | |
|---|---|---|
| Volume | % | Bill |
| 2,400 | 20.0% | $76.32 |
| 8,400 | 70.0% | $284.76 |
| 1,200 | 10.0% | $51.12 |
| - | | $0.00 |
| - | | $60.00 |
| - | | $472.20 |
| 12,000 | | $1,697.52 |

| **Sewer Enterprise** | | | | | | Target Revenue |
|---|---|---|---|---|---|---|
| **Uniform % Increase All Rates 7.1%** | | | | | | $9,370,000.00 |
| Step | Accounts | Annual Cons | Billable % | 87,371,596 | Rate Per HCF | Revenue |
| 1 | | | 30.64% | 26,770,657.01 | $9.72 | $2,602,107.86 |
| 2 | | | 48.70% | 42,549,967.25 | $10.73 | $4,565,611.49 |
| 3 | | | 4.88% | 4,263,733.88 | $11.58 | $493,740.38 |
| 4 | | | 15.78% | 13,787,237.85 | $12.63 | $1,741,328.14 |
| | Totals | | 100.00% | 87,371,596.00 | | $9,402,787.87 |
| | | | | | | **$32,787.87** |

| Fiscal Year | | | | | |
|---|---|---|---|---|---|
| Volume | % | Bill | | | |
| 2,400 | 20.0% | $233.28 | | | |
| 8,400 | 70.0% | $901.32 | | | |
| 1,200 | 10.0% | $138.96 | | | |
| - | | $0.00 | | | |
| - | | $36.00 | Annual Change | | |
| - | | $1,309.56 | $84.24 | 6.9% | |

| **Water Enterprise** | | | | | | Target Revenue |
|---|---|---|---|---|---|---|
| Uniform % Increase All Rates 3.87% | | | | | | $6,092,000.00 |
| Domestic Step | Accounts | Annual Cons | Billable % | 96,414,516 | Rate Per HCF | Revenue |
| 1 | | | 28.96% | 27,921,643.83 | $3.30 | $921,414.25 |
| 2 | | | 46.49% | 44,823,108.49 | $3.52 | $1,577,773.42 |
| 3 | | | 5.17% | 4,984,630.48 | $4.42 | $220,320.67 |
| 4 | | | 19.39% | 18,694,774.65 | $5.44 | $1,016,995.74 |
| Irrigation Step | Accounts | Annual Cons | Billable % | 34,164,900 | Rate Per HCF | Revenue |
| 1 | | | 16.65% | 5,688,455.85 | $5.44 | $309,452.00 |
| 2 | | | 33.91% | 11,585,317.59 | $5.87 | $680,058.14 |
| 3 | | | 13.13% | 4,485,851.37 | $6.50 | $291,580.34 |
| 4 | | | 36.31% | 12,405,275.19 | $8.64 | $1,071,815.78 |
| Grand Total | | | 100.00% | 130,589,057 | | $6,089,410.33 |
| | | | | | **Shortfall** | **-$2,589.67** |

| Fiscal Year | | | | | |
|---|---|---|---|---|---|
| Volume | % | Bill | | | |
| 2,400 | 20.0% | $79.20 | | | |
| 8,400 | 70.0% | $295.68 | | | |
| 1,200 | 10.0% | $53.04 | | | |
| - | | $0.00 | | | |
| - | | $60.00 | Annual Change | | |
| - | | $487.92 | $15.72 | 3.3% | |
| 12,000 | | $1,797.48 | $99.96 | 5.9% | |

| **Sewer Enterprise** | | | | | | Target Revenue |
|---|---|---|---|---|---|---|
| Step 1 2-1/2% Step Up 10.5% | | | | | | $9,370,000.00 |
| Step | Accounts | Annual Cons | Billable % | 87,371,596 | Rate Per HCF | Revenue |
| 1 | | | 30.64% | 26,770,657.01 | $9.30 | $2,489,671.10 |
| 2 | | | 48.70% | 42,549,967.25 | $10.28 | $4,374,136.63 |
| 3 | | | 4.88% | 4,263,733.88 | $11.36 | $484,360.17 |
| 4 | | | 15.78% | 13,787,237.85 | $12.55 | $1,730,298.35 |
| | Totals | | 100.00% | 87,371,596.00 | | $9,078,466.26 |
| | | | | | **Shortfall** | **-$291,533.74** |

| Fiscal Year | | | | |
|---|---|---|---|---|
| Volume | % | Bill | | |
| 2,400 | 20.0% | $223.20 | | |
| 8,400 | 70.0% | $863.52 | | |
| 1,200 | 10.0% | $136.32 | | |
| - | | $0.00 | | |
| - | | $36.00 | Annual Change | |
| - | | $1,259.04 | $33.72 | 2.8% |

| **Water Enterprise** | | | | | | Target Revenue |
|---|---|---|---|---|---|---|
| Step 2 15% Step Up (Irr Step 2 and 3 15% Step Up) | | | | | | $6,092,000.00 |
| Domestic Step | Accounts | Annual Cons | Billable % | 96,414,516 | Rate Per HCF | Revenue |
| 1 | | | 28.96% | 27,921,643.83 | $3.18 | $887,908.27 |
| 2 | | | 46.49% | 44,823,108.49 | $3.66 | $1,640,525.77 |
| 3 | | | 5.17% | 4,984,630.48 | $4.26 | $212,345.26 |
| 4 | | | 19.39% | 18,694,774.65 | $5.24 | $979,606.19 |
| Irrigation Step | Accounts | Annual Cons | Billable % | 34,164,900 | Rate Per HCF | Revenue |
| 1 | | | 16.65% | 5,688,455.85 | $5.24 | $298,075.09 |
| 2 | | | 33.91% | 11,585,317.59 | $6.03 | $698,594.65 |
| 3 | | | 13.13% | 4,485,851.37 | $6.94 | $311,318.09 |
| 4 | | | 36.31% | 12,405,275.19 | $8.32 | $1,032,118.90 |
| Grand Total | | | 100.00% | 130,589,057 | | $6,060,492.21 |
| | | | | | **Shortfall** | **-$31,507.79** |

| Fiscal Year | | | | |
|---|---|---|---|---|
| Volume | % | Bill | | |
| 2,400 | 20.0% | $76.32 | | |
| 8,400 | 70.0% | $307.44 | | |
| 1,200 | 10.0% | $51.12 | | |
| - | | $0.00 | | |
| - | | $60.00 | Annual Change | |
| - | | $494.88 | $22.68 | 4.8% |
| 12,000 | | $1,753.92 | $56.40 | 3.3% |

| **Sewer Enterprise** | | | | | | Target Revenue |
|---|---|---|---|---|---|---|
| Step 1 & 2 4% Step Up 15% | | | | | | $9,370,000.00 |
| Step | Accounts | Annual Cons | Billable % | 87,371,596 | Rate Per HCF | Revenue |
| 1 | | | 30.64% | 26,770,657.01 | $9.44 | $2,527,150.02 |
| 2 | | | 48.70% | 42,549,967.25 | $10.42 | $4,433,706.59 |
| 3 | | | 4.88% | 4,263,733.88 | $11.98 | $510,795.32 |
| 4 | | | 15.78% | 13,787,237.85 | $13.78 | $1,899,881.38 |
| | Totals | | 100.00% | 87,371,596.00 | | $9,371,533.30 |
| | | | | | | **$1,533.30** |

| Fiscal Year | | | | | |
|---|---|---|---|---|---|
| Volume | % | Bill | | | |
| 2,400 | 20.0% | $226.56 | | | |
| 8,400 | 70.0% | $875.28 | | | |
| 1,200 | 10.0% | $143.76 | | | |
| - | | $0.00 | | | |
| - | | $36.00 | Annual Change | | |
| - | | $1,281.60 | $56.28 | 4.6% | |

| **Water Enterprise** | | | | | | Target Revenue |
|---|---|---|---|---|---|---|
| Increase Irrigation by 10% | | | | | | $6,092,000.00 |
| Domestic Step | Accounts | Annual Cons | Billable % | 96,414,516 | Rate Per HCF | Revenue |
| 1 | | | 28.96% | 27,921,643.83 | $3.18 | $887,908.27 |
| 2 | | | 46.49% | 44,823,108.49 | $3.39 | $1,519,503.38 |
| 3 | | | 5.17% | 4,984,630.48 | $4.26 | $212,345.26 |
| 4 | | | 19.39% | 18,694,774.65 | $5.24 | $979,606.19 |
| Irrigation Step | Accounts | Annual Cons | Billable % | 34,164,900 | Rate Per HCF | Revenue |
| 1 | | | 16.65% | 5,688,455.85 | $5.76 | $327,655.06 |
| 2 | | | 33.91% | 11,585,317.59 | $6.22 | $720,606.75 |
| 3 | | | 13.13% | 4,485,851.37 | $6.89 | $309,075.16 |
| 4 | | | 36.31% | 12,405,275.19 | $9.15 | $1,135,082.68 |
| Grand Total | | | 100.00% | 130,589,057 | | $6,091,782.75 |
| | | | | | **Shortfall** | **-$217.25** |

| Fiscal Year | | | | | |
|---|---|---|---|---|---|
| Volume | % | Bill | | | |
| 2,400 | 20.0% | $76.32 | | | |
| 8,400 | 70.0% | $284.76 | | | |
| 1,200 | 10.0% | $51.12 | | | |
| - | | $0.00 | | | |
| - | | $60.00 | Annual Change | | |
| - | | $472.20 | $0.00 | 0.0% | |
| 12,000 | | $1,753.80 | $56.28 | 3.3% | |

| **Sewer Enterprise** | | | | | | Target Revenue |
|---|---|---|---|---|---|---|
| Increase Quarterly Base Fee by $3.00 (2.5; 4.5; 7; 14%) | | | | | | $9,288,500.00 |
| Step | Accounts | Annual Cons | Billable % | 87,371,596 | Rate Per HCF | Revenue |
| 1 | | | 30.64% | 26,770,657.01 | $9.31 | $2,492,348.17 |
| 2 | | | 48.70% | 42,549,967.25 | $10.47 | $4,454,981.57 |
| 3 | | | 4.88% | 4,263,733.88 | $11.57 | $493,314.01 |
| 4 | | | 15.78% | 13,787,237.85 | $13.44 | $1,853,004.77 |
| | Totals | | 100.00% | 87,371,596.00 | | $9,293,648.52 |
| | | | | | | **$5,148.52** |

| Fiscal Year | | | | | |
|---|---|---|---|---|---|
| Volume | % | Bill | | | |
| 2,400 | 20.0% | $223.44 | | | |
| 8,400 | 70.0% | $879.48 | | | |
| 1,200 | 10.0% | $138.84 | | | |
| - | | $0.00 | | | |
| - | | $48.00 | Annual Change | | |
| - | | $1,289.76 | $64.44 | 5.3% | |

| **Water Enterprise** | | | | | | Target Revenue |
|---|---|---|---|---|---|---|
| Increase Quarterly Fee by $3 (Step 3 & 4 by 3% Irr steps by 3%) | | | | | | $5,992,000.00 |
| Domestic Step | Accounts | Annual Cons | Billable % | 96,414,516 | Rate Per HCF | Revenue |
| 1 | | | 28.96% | 27,921,643.83 | $3.18 | $887,908.27 |
| 2 | | | 46.49% | 44,823,108.49 | $3.39 | $1,519,503.38 |
| 3 | | | 5.17% | 4,984,630.48 | $4.39 | $218,825.28 |
| 4 | | | 19.39% | 18,694,774.65 | $5.40 | $1,009,517.83 |
| Irrigation Step | Accounts | Annual Cons | Billable % | 34,164,900 | Rate Per HCF | Revenue |
| 1 | | | 16.65% | 5,688,455.85 | $5.40 | $307,176.62 |
| 2 | | | 33.91% | 11,585,317.59 | $5.82 | $674,265.48 |
| 3 | | | 13.13% | 4,485,851.37 | $6.45 | $289,337.41 |
| 4 | | | 36.31% | 12,405,275.19 | $8.57 | $1,063,132.08 |
| Grand Total | | | 100.00% | 130,589,057 | | $5,969,666.36 |
| | | | | | **Shortfall** | **-$22,333.64** |

| Fiscal Year | | | | | |
|---|---|---|---|---|---|
| Volume | % | Bill | | | |
| 2,400 | 20.0% | $76.32 | | | |
| 8,400 | 70.0% | $284.76 | | | |
| 1,200 | 10.0% | $52.68 | | | |
| - | | $0.00 | | | |
| - | | $72.00 | Annual Change | | |
| - | | $485.76 | $13.56 | 2.9% | |
| 12,000 | | $1,775.52 | $78.00 | 4.6% | |

| **Sewer Enterprise** | | | | | | Target Revenue |
|---|---|---|---|---|---|---|
| Increase Quarterly Base Fee by $3.00 (3; 3.5; 5; 14%) | | | | | | $9,288,500.00 |
| Step | Accounts | Annual Cons | Billable % | 87,371,596 | Rate Per HCF | Revenue |
| 1 | | | 30.64% | 26,770,657.01 | $9.35 | $2,503,056.43 |
| 2 | | | 48.70% | 42,549,967.25 | $10.37 | $4,412,431.60 |
| 3 | | | 4.88% | 4,263,733.88 | $11.35 | $483,933.80 |
| 4 | | | 15.78% | 13,787,237.85 | $13.44 | $1,853,004.77 |
| | Totals | | 100.00% | 87,371,596.00 | | $9,252,426.60 |
| | | | | | **Shortfall** | **-$36,073.40** |

| Fiscal Year | | | | | |
|---|---|---|---|---|---|
| Volume | % | Bill | | | |
| 2,400 | 20.0% | $224.40 | | | |
| 8,400 | 70.0% | $871.08 | | | |
| 1,200 | 10.0% | $136.20 | | | |
| - | | $0.00 | | | |
| - | | $48.00 | Annual Change | | |
| - | | $1,279.68 | $54.36 | 4.4% | |

| **Water Enterprise** | | | | | | Target Revenue |
|---|---|---|---|---|---|---|
| Increase Quarterly Fee by $3 All Steps 2% | | | | | | $5,992,000.00 |
| Domestic Step | Accounts | Annual Cons | Billable % | 96,414,516 | Rate Per HCF | Revenue |
| 1 | | | 28.96% | 27,921,643.83 | $3.26 | $910,245.59 |
| 2 | | | 46.49% | 44,823,108.49 | $3.47 | $1,555,361.86 |
| 3 | | | 5.17% | 4,984,630.48 | $4.37 | $217,828.35 |
| 4 | | | 19.39% | 18,694,774.65 | $5.37 | $1,003,909.40 |
| Irrigation Step | Accounts | Annual Cons | Billable % | 34,164,900 | Rate Per HCF | Revenue |
| 1 | | | 16.65% | 5,688,455.85 | $5.37 | $305,470.08 |
| 2 | | | 33.91% | 11,585,317.59 | $5.79 | $670,789.89 |
| 3 | | | 13.13% | 4,485,851.37 | $6.42 | $287,991.66 |
| 4 | | | 36.31% | 12,405,275.19 | $8.53 | $1,058,169.97 |
| Grand Total | | | 100.00% | 130,589,057 | | $6,009,766.80 |
| | | | | | | **$17,766.80** |

| Fiscal Year | | | | | |
|---|---|---|---|---|---|
| Volume | % | Bill | | | |
| 2,400 | 20.0% | $78.24 | | | |
| 8,400 | 70.0% | $291.48 | | | |
| 1,200 | 10.0% | $52.44 | | | |
| - | | $0.00 | | | |
| - | | $72.00 | Annual Change | | |
| - | | $494.16 | $21.96 | 4.7% | |
| 12,000 | | $1,773.84 | $76.32 | 4.5% | |

| **Sewer Enterprise** | | | | | | Target Revenue |
|---|---|---|---|---|---|---|
| Increase Quarterly Base Fee by $3.00 (2.5; 5; 8; 8%) | | | | | | $9,288,500.00 |
| Step | Accounts | Annual Cons | Billable % | 87,371,596 | Rate Per HCF | Revenue |
| 1 | | | 30.64% | 26,770,657.01 | $9.31 | $2,492,348.17 |
| 2 | | | 48.70% | 42,549,967.25 | $10.52 | $4,476,256.55 |
| 3 | | | 4.88% | 4,263,733.88 | $11.67 | $497,577.74 |
| 4 | | | 15.78% | 13,787,237.85 | $12.73 | $1,755,115.38 |
| | Totals | | 100.00% | 87,371,596.00 | | $9,221,297.85 |
| | | | | | **Shortfall** | **-$67,202.15** |

| Fiscal Year | | | | |
|---|---|---|---|---|
| Volume | % | Bill | | |
| 2,400 | 20.0% | $223.44 | | |
| 8,400 | 70.0% | $883.68 | | |
| 1,200 | 10.0% | $140.04 | | |
| - | | $0.00 | | |
| - | | $48.00 | Annual Change | |
| - | | $1,295.16 | $69.84 | 5.7% |

| **Water Enterprise** | | | | | | Target Revenue |
|---|---|---|---|---|---|---|
| Increase Quarterly Fee by $6 | | | | | | $5,892,000.00 |
| Domestic Step | Accounts | Annual Cons | Billable % | 96,414,516 | Rate Per HCF | Revenue |
| 1 | | | 28.96% | 27,921,643.83 | $3.18 | $887,908.27 |
| 2 | | | 46.49% | 44,823,108.49 | $3.39 | $1,519,503.38 |
| 3 | | | 5.17% | 4,984,630.48 | $4.26 | $212,345.26 |
| 4 | | | 19.39% | 18,694,774.65 | $5.24 | $979,606.19 |
| Irrigation Step | Accounts | Annual Cons | Billable % | 34,164,900 | Rate Per HCF | Revenue |
| 1 | | | 16.65% | 5,688,455.85 | $5.24 | $298,075.09 |
| 2 | | | 33.91% | 11,585,317.59 | $5.65 | $654,570.44 |
| 3 | | | 13.13% | 4,485,851.37 | $6.26 | $280,814.30 |
| 4 | | | 36.31% | 12,405,275.19 | $8.32 | $1,032,118.90 |
| Grand Total | | | 100.00% | 130,589,057 | | $5,864,941.82 |
| | | | | | **Shortfall** | **-$27,058.18** |

| Fiscal Year | | | | |
|---|---|---|---|---|
| Volume | % | Bill | | |
| 2,400 | 20.0% | $76.32 | | |
| 8,400 | 70.0% | $284.76 | | |
| 1,200 | 10.0% | $51.12 | | |
| - | | $0.00 | | |
| - | | $84.00 | Annual Change | |
| - | | $496.20 | $24.00 | 5.1% |
| 12,000 | | $1,791.36 | $93.84 | 5.5% |

WATER AND SEWER RATE STRUCTURE COMMITTEE

TOWN OF NEEDHAM

MEETING MINUTES

| Date: July 8, 2021 | Time: 6:00 PM | Location: Town Hall & Zoom Hybrid |
|---|---|---|

WSRSC Member Attendance:

| | | |
|---|---|---|
| Present: | Harold Burger (remote), John Tallarico (remote), John Terry | |
| Absent: | Tom Loughran | |
| Other Attendees: | David Davison | Asst Town Manager/Director of Finance |
| | Mike Retzky | Superintendent of Water & Sewer (remote) |
| | Cecilia Simchak | Director of Finance & Administration for Public Services |

| Notes prepared by: | Kathryn Copley | Administrative Specialist |
|---|---|---|

This meeting was posted on the Town web site as a hybrid meeting:
**Remote access on Zoom Cloud Meetings**
Meeting ID # 823 7296 0182
https://us02web.zoom.us/j/82372960182

New Member

The Committee welcomed new member John Terry.

Acceptance of Minutes

The minutes from the June 23, 2022 meeting will be presented for approval at the next meeting.

Discussion

The rates have remained flat for the last three years during Covid. The rates need to increase due to the loss of the Coca Cola bottling operations which subsidized the residents. In FY2020 the rates did increase as the first of three rate increases that was supposed to be implemented over three years due to the loss of the Coca Cola plant revenue. When Covid struck, the Select Board did not vote to increase the rates during that period.

Mr. Davison presented six scenarios to increase revenue to cover the anticipated shortfalls in billed water and sewer use. The sewer enterprise revenue target is $9,370,484 and revenue at the current rates is estimated to be $8,780,707.35 which leaves a shortfall of $589,292.65. The water enterprise revenue target was lowered from $6,152,000 presented at the previous meeting to $6,092,000 based on an updated MWRA water assessment assumption. Water revenue at the

current rates is estimated to be $5,864,941.82 which leaves a shortfall of $287,059.18. A goal is to smooth out the impact of rate changes and avoid spikes.

The first scenario would increase all sewer steps by a uniform 7.1% and all water and irrigation steps by a uniform 3.87%. The basic quarterly fee would not be increased. This would leave a surplus in the Sewer Enterprise of $32,787.87 and a shortfall in the Water Enterprise of $2,589.67. This would mean an increase of $99.96 (5.9%) to the average household annual water/sewer bill. This option would achieve the desired revenue targets. A revenue target is assumed met if the calculated total falls within a range of 98.5% to 101.5% of the target.

The second scenario would increase sewer step 1 rate by 2.5% and then a step up of 10.5% between steps 2 thru 4. The water step 2 rate would increase by a 15% step up and irrigation water step 2 and 3 would also increase by a 15% step up. The basic quarterly fees would not be increased. This would leave a shortfall in the Sewer Enterprise of $291,533.74 and a shortfall in the Water Enterprise of $31,507.79. This would mean an increase of $56.40 (3.3%) to the average annual household water/sewer bill. This would minimize the impact on the lowest and highest users. However, this option would not achieve the desired revenue target for sewer.

The third scenario would increase sewer step rate 1 and 2 by 4% and then 15% step up between steps 3 and 4. The water step rates would not change, but the water irrigation steps would increase by 10%. The basic quarterly fees would not be increased. This would leave a surplus in the Sewer Enterprise of $1,533.30 and a shortfall in the Water Enterprise of $217.25. This would mean an increase of $56.28 (3.3%) to the average annual household water/sewer bill. This scenario would have the highest impact on irrigation users. This option would achieve the desired revenue targets however it could lead to a significant revenue shortfall during a very wet year. Billable irrigation use is lower during a wet year as the need to irrigate lawns is lower.

The fourth scenario would increase the basic quarterly sewer fee by $3 to $12 and increase the basic quarterly water fee by $3 to $18. Increases to the sewer steps would be step 1 by 2.5%, step 2 by 4.5%, step 3 by 7% and step 4 by 14%. The water step 3 and 4 rates would increase by 3%. Irrigation steps would increase by 3%. This would leave a surplus in the Sewer Enterprise of $5,148.52 but a shortfall in the Water Enterprise of $22,333.64. This would mean an increase of $78.00 (4.6%) to the average annual household water/sewer bill. This option would achieve the desired revenue targets.

The fifth scenario would increase the basic quarterly sewer fee by $3 to $12 and increase the basic quarterly water fee by $3 to $18. Increases to the sewer steps would be step 1 by 3%, step 2 by 3.5%, step 3 by 5% and step 4 by 14%. All water and irrigation steps would be increased by 2%. This would leave a shortfall in the Sewer Enterprise of $36,073.40 but a surplus in the Water Enterprise of $17,766.80. This would mean an increase of $76.32 (4.5%) to the average annual household water/sewer bill. This option would achieve the desired revenue targets.

The sixth scenario would increase the basic quarterly sewer fee by $3 to $12 and increase the basic quarterly water fee by $6 to $21. Increases to the sewer steps would be Step 1 by 2.5%, Step 2 by 5%, Step 3 by 8% and Step 4 by 8%. There would not be increases in the water and irrigation rates. This would leave a shortfall in the Sewer Enterprise of $67,202.15 and a shortfall in the Water Enterprise of $27,058.18. This would mean an increase of $93.84 (5.5%) to the average annual household water/sewer bill. However, this option does meet the revenue targets.

The Committee discussed the scenarios. It was agreed that raising the quarterly fees made sense. Various components of the six options were more favorable than others. Mr. Davison will

recombine the favorable components and develop two updated scenarios for review at the next meeting.

Mr. Davison reminded the Committee that back in 2020 a recommendation was made by a Stormwater discussion group to recommend implementing a stormwater fee. Should the fee be implemented this Committee would review the fees and make recommendations to the Select Board. Covid struck before a public hearing by the Select Board could be held. Mr. Davison asked the committee members if they would still be willing to take on this charge. The committee members indicated that they would take on the charge of making recommendations on stormwater fees.

The next meeting of the Committee was set for July 19th at 6 pm at the Town Hall.

Documents:

Rate Increase Scenarios

Adjournment

Mr. Tallarico made a motion that the Committee adjourn at 1:50 PM. Mr. Burger seconded the motion. The motion was then voted upon and approved unanimously. 3 yeas - 0 nays – 0 abstain.

The next meeting is scheduled for July 19, 2022 at 6 pm at the Town Hall.

These notes are intended to convey the content of the discussions at the Committee meeting. If no comments are received by the next meeting, they will go to file as part of the permanent Committee record.

Preliminary for Discussion Only

# TOWN OF NEEDHAM

## Water and Sewer Rate Structure Committee

19-Jul-22

Intentionally Blank

# TOWN OF NEEDHAM

## Water and Sewer Rate Structure Committee

## Rate Structure Alternatives

Modified Water Rate Scenarios
(July 8 Page 2)

Water Alternative 1

| **Water Enterprise** | | | Target Revenue | |
|---|---|---|---|---|
| Uniform % Increase All Rates 3.87% | | | $6,092,000.00 | |
| Domestic Step | Billable % | Rate Per HCF | Revenue | Step-Up |
| 1 | 28.96% | $3.30 | $921,414.25 | |
| 2 | 46.49% | $3.52 | $1,577,773.42 | 6.7% |
| 3 | 5.17% | $4.42 | $220,320.67 | 25.6% |
| 4 | 19.39% | $5.44 | $1,016,995.74 | 23.1% |
| Irrigation Step | Billable % | Rate Per HCF | Revenue | |
| 1 | 16.65% | $5.44 | $309,452.00 | |
| 2 | 33.91% | $5.87 | $680,058.14 | 7.9% |
| 3 | 13.13% | $6.50 | $291,580.34 | 10.7% |
| 4 | 36.31% | $8.64 | $1,071,815.78 | 32.9% |
| Grand Total | 100.00% | | $6,089,410.33 | |
| | | **Shortfall** | **-$2,589.67** | |
| | | **Target** | **100.0%** | |

(July 8 Page 4) Water Alternative 2

| **Water Enterprise** | | | Target Revenue | |
|---|---|---|---|---|
| Increase Irrigation by 10% | | | $6,092,000.00 | |
| Domestic Step | Billable % | Rate Per HCF | Revenue | Step-Up |
| 1 | 28.96% | $3.18 | $887,908.27 | |
| 2 | 46.49% | $3.39 | $1,519,503.38 | 6.6% |
| 3 | 5.17% | $4.26 | $212,345.26 | 25.7% |
| 4 | 19.39% | $5.24 | $979,606.19 | 23.0% |
| Irrigation Step | Billable % | Rate Per HCF | Revenue | |
| 1 | 16.65% | $5.76 | $327,655.06 | |
| 2 | 33.91% | $6.22 | $720,606.75 | 8.0% |
| 3 | 13.13% | $6.89 | $309,075.16 | 10.8% |
| 4 | 36.31% | $9.15 | $1,135,082.68 | 32.8% |
| Grand Total | 100.00% | | $6,091,782.75 | |
| | | **Shortfall** | **-$217.25** | |
| | | **Target** | **100.0%** | |

(July 8 Page 4) Water Alternative 2B

| **Water Enterprise** | | | Target Revenue | |
|---|---|---|---|---|
| Increase Domestic 2.0%; Irrigation by 5% | | | $6,092,000.00 | |
| Domestic Step | Billable % | Rate Per HCF | Revenue | |
| 1 | 28.96% | $3.24 | $904,661.26 | |
| 2 | 46.49% | $3.46 | $1,550,879.55 | 6.8% |
| 3 | 5.17% | $4.35 | $216,831.43 | 25.7% |
| 4 | 19.39% | $5.34 | $998,300.97 | 22.8% |
| Irrigation Step | Billable % | Rate Per HCF | Revenue | |
| 1 | 16.65% | $5.50 | $312,865.07 | |
| 2 | 33.91% | $5.93 | $687,009.33 | 7.8% |
| 3 | 13.13% | $6.57 | $294,720.44 | 10.8% |
| 4 | 36.31% | $8.74 | $1,084,221.05 | 33.0% |
| Grand Total | 100.00% | | $6,049,489.10 | |
| | | **Shortfall** | **-$42,510.90** | |
| | | **Target** | **99.3%** | |

(July 8 Page 6) Water Alternative 3

| **Water Enterprise** | | | Target Revenue | |
|---|---|---|---|---|
| Increase Quarterly Fee by $3 All Steps 2.5% | | | $5,992,000.00 | |
| Domestic Step | Billable % | Rate Per HCF | Revenue | Step-Up |
| 1 | 28.96% | $3.26 | $910,245.59 | |
| 2 | 46.49% | $3.47 | $1,555,361.86 | 6.4% |
| 3 | 5.17% | $4.37 | $217,828.35 | 25.9% |
| 4 | 19.39% | $5.37 | $1,003,909.40 | 22.9% |
| Irrigation Step | Billable % | Rate Per HCF | Revenue | |
| 1 | 16.65% | $5.37 | $305,470.08 | |
| 2 | 33.91% | $5.79 | $670,789.89 | 7.8% |
| 3 | 13.13% | $6.42 | $287,991.66 | 10.9% |
| 4 | 36.31% | $8.53 | $1,058,169.97 | 32.9% |
| Grand Total | 100.00% | | $6,009,766.80 | |
| | | | **$17,766.80** | |
| | | **Target** | **100.3%** | |

(July 8 Page 6) Water Alternative 3B

| **Water Enterprise** | | | Target Revenue | |
|---|---|---|---|---|
| Increase Quarterly Fee by $6 All Steps 0.75% | | | $5,892,000.00 | |
| Domestic Step | Billable % | Rate Per HCF | Revenue | |
| 1 | 28.96% | $3.20 | $893,492.60 | |
| 2 | 46.49% | $3.42 | $1,532,950.31 | 6.9% |
| 3 | 5.17% | $4.29 | $213,840.65 | 25.4% |
| 4 | 19.39% | $5.28 | $987,084.10 | 23.1% |
| Irrigation Step | Billable % | Rate Per HCF | Revenue | |
| 1 | 16.65% | $5.28 | $300,350.47 | |
| 2 | 33.91% | $5.69 | $659,204.57 | 7.8% |
| 3 | 13.13% | $6.31 | $283,057.22 | 10.9% |
| 4 | 36.31% | $8.38 | $1,039,562.06 | 32.8% |
| Grand Total | 100.00% | | $5,909,541.98 | |
| | | | **$17,541.98** | |
| | | **Target** | **100.3%** | |

Modified Sewer Rate Scenarios

(July 8 Page 2) Sewer Alternative 1

| **Sewer Enterprise** | | | Target Revenue | |
|---|---|---|---|---|
| Uniform % Increase All Rates 7.1% | | | $9,370,000.00 | |
| Step | Billable % | Rate Per HCF | Revenue | Step-Up |
| 1 | 30.64% | $9.72 | $2,602,107.86 | |
| 2 | 48.70% | $10.73 | $4,565,611.49 | 10.4% |
| 3 | 4.88% | $11.58 | $493,740.38 | 7.9% |
| 4 | 15.78% | $12.63 | $1,741,328.14 | 9.1% |
| | 100.00% | | $9,402,787.87 | |
| | | | **$32,787.87** | |
| | | **Target** | **100.3%** | |

(July 8 Page 4) Sewer Alternative 2

| **Sewer Enterprise** | | | Target Revenue | |
|---|---|---|---|---|
| Step 1 & 2 4% Step Up 15% | | | $9,370,000.00 | |
| Step | Billable % | Rate Per HCF | Revenue | Step-Up |
| 1 | 30.64% | $9.44 | $2,527,150.02 | |
| 2 | 48.70% | $10.42 | $4,433,706.59 | 10.4% |
| 3 | 4.88% | $11.98 | $510,795.32 | 15.0% |
| 4 | 15.78% | $13.78 | $1,899,881.38 | 15.0% |
| | 100.00% | | $9,371,533.30 | |
| | | | **$1,533.30** | |
| | | **Target** | **100.0%** | |

Modified Sewer Rate Scenarios

(July 8 Page 2) Sewer Alternative 1B

| **Sewer Enterprise** | | | Target Revenue | |
|---|---|---|---|---|
| Flat Rate for All Rates | | | $9,370,000.00 | |
| Step | Billable % | Rate Per HCF | Revenue | Step-Up |
| 1 | 30.64% | $10.72 | $2,869,814.43 | |
| 2 | 48.70% | $10.72 | $4,561,356.49 | 0.0% |
| 3 | 4.88% | $10.72 | $457,072.27 | 0.0% |
| 4 | 15.78% | $10.72 | $1,477,991.90 | 0.0% |
| | 100.00% | | $9,366,235.09 | |
| | | **Shortfall** | **-$3,764.91** | |
| | | **Target** | **100.0%** | |

(July 8 Page 4) Sewer Alternative 2B

| **Sewer Enterprise** | | | Target Revenue | |
|---|---|---|---|---|
| Increase Quarterly Fee by $3; Uniform % Increase All Rates | | | $9,288,500.00 | |
| Step | Billable % | Rate Per HCF | Revenue | Step-Up |
| 1 | 30.64% | $9.53 | $2,551,243.61 | |
| 2 | 48.70% | $10.52 | $4,476,256.55 | 10.4% |
| 3 | 4.88% | $11.35 | $483,933.80 | 7.9% |
| 4 | 15.78% | $12.38 | $1,706,860.05 | 9.1% |
| | 100.00% | | $9,218,294.01 | |
| | | **Shortfall** | **-$70,205.99** | |
| | | **Target** | **99.2%** | |

(July 8 Page 2)

| **Water Enterprise** | | | Target Revenue | |
|---|---|---|---|---|
| Flat Rate for All Rates** | | | $6,092,000.00 | |
| Domestic Step | Billable % | Rate Per HCF | Revenue | Step-Up |
| 1 | 28.96% | $4.67 | $1,303,940.77 | |
| 2 | 46.49% | $4.67 | $2,093,239.17 | 0.0% |
| 3 | 5.17% | $4.67 | $232,782.24 | 0.0% |
| 4 | 19.39% | $4.67 | $873,045.98 | 0.0% |
| Irrigation Step | Billable % | Rate Per HCF | Revenue | |
| 1 | 16.65% | $4.67 | $265,650.89 | |
| 2 | 33.91% | $4.67 | $541,034.33 | 0.0% |
| 3 | 13.13% | $4.67 | $209,489.26 | 0.0% |
| 4 | 36.31% | $4.67 | $579,326.35 | 0.0% |
| Grand Total | 100.00% | | $6,098,508.98 | |
| | | | **$6,508.98** | |
| | | **Target** | **100.1%** | |

Modified Sewer Rate Scenarios
(July 8 Page 2)

Sewer Alternative 1C

| **Sewer Enterprise** | | | Target Revenue | |
|---|---|---|---|---|
| Flat Rate but not lowering any existing rate | | | $9,370,000.00 | |
| Step | Billable % | Rate Per HCF | Revenue | Step-Up |
| 1 | 30.64% | $10.72 | $2,869,814.43 | |
| 2 | 48.70% | $10.72 | $4,561,356.49 | 0.0% |
| 3 | 4.88% | $10.81 | $460,909.63 | 0.8% |
| 4 | 15.78% | $11.79 | $1,625,515.34 | 9.1% |
| | 100.00% | | $9,517,595.90 | 101.6% |
| | | | **$147,595.90** | |
| | | **Target** | **101.6%** | |

# TOWN OF NEEDHAM

## Water and Sewer Rate Structure Committee

## Rate Structure Alternatives
## Annual Bill
## Based on 12,000 C.F.

**Water and Sewer Rate Concepts**
**Annual Water and Sewer Charges**
**12,000 C.F. Billed Usage**

| | | Water | Sewer | Total | Change | Change |
|---|---|---|---|---|---|---|
| Current | | $472.20 | $1,225.32 | $1,697.52 | | |
| Concept | 1 | $487.92 | $1,309.56 | $1,797.48 | $99.96 | 5.9% |
| Concept | 2 | $487.92 | $1,322.40 | $1,810.32 | $112.80 | 6.6% |
| Concept | 3 | $487.92 | $1,323.48 | $1,811.40 | $113.88 | 6.7% |
| Concept | 4 | $487.92 | $1,281.60 | $1,769.52 | $72.00 | 4.2% |
| Concept | 5 | $487.92 | $1,296.60 | $1,784.52 | $87.00 | 5.1% |
| Concept | 6 | $472.20 | $1,309.56 | $1,781.76 | $84.24 | 5.0% |
| Concept | 7 | $472.20 | $1,322.40 | $1,794.60 | $97.08 | 5.7% |
| Concept | 8 | $472.20 | $1,323.48 | $1,795.68 | $98.16 | 5.8% |
| Concept | 9 | $472.20 | $1,281.60 | $1,753.80 | $56.28 | 3.3% |
| Concept | 10 | $472.20 | $1,296.60 | $1,768.80 | $71.28 | 4.2% |
| Concept | 11 | $480.60 | $1,309.56 | $1,790.16 | $92.64 | 5.5% |
| Concept | 12 | $480.60 | $1,322.40 | $1,803.00 | $105.48 | 6.2% |
| Concept | 13 | $480.60 | $1,323.48 | $1,804.08 | $106.56 | 6.3% |
| Concept | 14 | $480.60 | $1,281.60 | $1,762.20 | $64.68 | 3.8% |
| Concept | 15 | $480.60 | $1,296.60 | $1,777.20 | $79.68 | 4.7% |
| Concept | 16 | $494.16 | $1,309.56 | $1,803.72 | $106.20 | 6.3% |
| Concept | 17 | $494.16 | $1,322.40 | $1,816.56 | $119.04 | 7.0% |
| Concept | 18 | $494.16 | $1,323.48 | $1,817.64 | $120.12 | 7.1% |
| Concept | 19 | $494.16 | $1,281.60 | $1,775.76 | $78.24 | 4.6% |
| Concept | 20 | $494.16 | $1,296.60 | $1,790.76 | $93.24 | 5.5% |
| Concept | 21 | $499.56 | $1,309.56 | $1,809.12 | $111.60 | 6.6% |
| Concept | 22 | $499.56 | $1,322.40 | $1,821.96 | $124.44 | 7.3% |
| Concept | 23 | $499.56 | $1,323.48 | $1,823.04 | $125.52 | 7.4% |
| Concept | 24 | $499.56 | $1,281.60 | $1,781.16 | $83.64 | 4.9% |
| Concept | 25 | $499.56 | $1,296.60 | $1,796.16 | $98.64 | 5.8% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

**Water**

| Step | Rate Per 100 CF | Annual CF | Charge |
|---|---|---|---|
| 1 | $3.18 | 2,400 | $76.32 |
| 2 | $3.39 | 8,400 | $284.76 |
| 3 | $4.26 | 1,200 | $51.12 |
| 4 | $5.24 | 0 | $0.00 |
| Service Fee | $15.00 | 4 | $60.00 |
| Total | | | $472.20 |

**Sewer**

| Step | Rate Per 100 CF | Annual CF | Charge |
|---|---|---|---|
| 1 | $9.08 | 2,400 | $217.92 |
| 2 | $10.02 | 8,400 | $841.68 |
| 3 | $10.81 | 1,200 | $129.72 |
| 4 | $11.79 | 0 | $0.00 |
| Service Fee | $9.00 | 4 | $36.00 |
| Total | | | $1,225.32 |

| | |
|---|---|
| **Annual Charge Current Rates** | **$1,697.52** |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

**Rate Scenarios Water Alternative 1 with Sewer Alternatives**

## Concept 1

| **Water** | Alternative | W1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.30 | 2,400 | $79.20 | | $0.12 | 3.8% |
| 2 | $3.52 | 8,400 | $295.68 | | $0.13 | 3.8% |
| 3 | $4.42 | 1,200 | $53.04 | | $0.16 | 3.8% |
| 4 | $5.44 | 0 | $0.00 | | $0.20 | 3.8% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $487.92 | 3.3% | $15.72 | 3.3% |

| **Sewer** | Alternative | S1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.72 | 2,400 | $233.28 | | $0.64 | 7.0% |
| 2 | $10.73 | 8,400 | $901.32 | | $0.71 | 7.1% |
| 3 | $11.58 | 1,200 | $138.96 | | $0.77 | 7.1% |
| 4 | $12.63 | 0 | $0.00 | | $0.84 | 7.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,309.56 | 6.9% | $84.24 | 6.9% |

| **Annual Charge** | **$1,797.48** |
|---|---|
| Change in Annual Expense | $99.96 |
| Percentage | 5.89% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 2

| **Water** | Alternative | W1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.30 | 2,400 | $79.20 | | $0.12 | 3.8% |
| 2 | $3.52 | 8,400 | $295.68 | | $0.13 | 3.8% |
| 3 | $4.42 | 1,200 | $53.04 | | $0.16 | 3.8% |
| 4 | $5.44 | 0 | $0.00 | | $0.20 | 3.8% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $487.92 | 3.3% | $15.72 | 3.3% |

| **Sewer** | Alternative | S1B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 8,400 | $900.48 | | $0.70 | 7.0% |
| 3 | $10.72 | 1,200 | $128.64 | | -$0.09 | -0.8% |
| 4 | $10.72 | 0 | $0.00 | | -$1.07 | -9.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,322.40 | 7.9% | $97.08 | 7.9% |

| **Annual Charge** | **$1,810.32** |
|---|---|
| Change in Annual Expense | $112.80 |
| Percentage | 6.64% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 3

| **Water** | Alternative | W1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.30 | 2,400 | $79.20 | | $0.12 | 3.8% |
| 2 | $3.52 | 8,400 | $295.68 | | $0.13 | 3.8% |
| 3 | $4.42 | 1,200 | $53.04 | | $0.16 | 3.8% |
| 4 | $5.44 | 0 | $0.00 | | $0.20 | 3.8% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $487.92 | 3.3% | $15.72 | 3.3% |

| **Sewer** | Alternative | S1C | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 8,400 | $900.48 | | $0.70 | 7.0% |
| 3 | $10.81 | 1,200 | $129.72 | | $0.00 | 0.0% |
| 4 | $11.79 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,323.48 | 8.0% | $98.16 | 8.0% |

| **Annual Charge** | **$1,811.40** |
|---|---|
| Change in Annual Expense | $113.88 |
| Percentage | 6.71% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 4

| **Water** | Alternative | W1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.30 | 2,400 | $79.20 | | $0.12 | 3.8% |
| 2 | $3.52 | 8,400 | $295.68 | | $0.13 | 3.8% |
| 3 | $4.42 | 1,200 | $53.04 | | $0.16 | 3.8% |
| 4 | $5.44 | 0 | $0.00 | | $0.20 | 3.8% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $487.92 | 3.3% | $15.72 | 3.3% |

| **Sewer** | Alternative | S2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.44 | 2,400 | $226.56 | | $0.36 | 4.0% |
| 2 | $10.42 | 8,400 | $875.28 | | $0.40 | 4.0% |
| 3 | $11.98 | 1,200 | $143.76 | | $1.17 | 10.8% |
| 4 | $13.78 | 0 | $0.00 | | $1.99 | 16.9% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,281.60 | 4.6% | $56.28 | 4.6% |

| **Annual Charge** | **$1,769.52** |
|---|---|
| Change in Annual Expense | $72.00 |
| Percentage | 4.24% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 5

| **Water** | Alternative | W1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.30 | 2,400 | $79.20 | | $0.12 | 3.8% |
| 2 | $3.52 | 8,400 | $295.68 | | $0.13 | 3.8% |
| 3 | $4.42 | 1,200 | $53.04 | | $0.16 | 3.8% |
| 4 | $5.44 | 0 | $0.00 | | $0.20 | 3.8% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $487.92 | 3.3% | $15.72 | 3.3% |

| **Sewer** | Alternative | S2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.53 | 2,400 | $228.72 | | $0.45 | 5.0% |
| 2 | $10.52 | 8,400 | $883.68 | | $0.50 | 5.0% |
| 3 | $11.35 | 1,200 | $136.20 | | $0.54 | 5.0% |
| 4 | $12.38 | 0 | $0.00 | | $0.59 | 5.0% |
| Service Fee | $12.00 | 4 | $48.00 | | | |
| Total | | | $1,296.60 | 5.8% | $71.28 | 5.8% |

| **Annual Charge** | **$1,784.52** |
|---|---|
| Change in Annual Expense | $87.00 |
| Percentage | 5.13% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

**Rate Scenarios Water Alternative 2 with Sewer Alternatives**

## Concept 6

| **Water** | Alternative | W2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.18 | 2,400 | $76.32 | | $0.00 | 0.0% |
| 2 | $3.39 | 8,400 | $284.76 | | $0.00 | 0.0% |
| 3 | $4.26 | 1,200 | $51.12 | | $0.00 | 0.0% |
| 4 | $5.24 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $472.20 | 0.0% | $0.00 | 0.0% |

| **Sewer** | Alternative | S1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.72 | 2,400 | $233.28 | | $0.64 | 7.0% |
| 2 | $10.73 | 8,400 | $901.32 | | $0.71 | 7.1% |
| 3 | $11.58 | 1,200 | $138.96 | | $0.77 | 7.1% |
| 4 | $12.63 | 0 | $0.00 | | $0.84 | 7.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,309.56 | 6.9% | $84.24 | 6.9% |

| **Annual Charge** | **$1,781.76** |
|---|---|
| Change in Annual Expense | $84.24 |
| Percentage | 4.96% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 7

| **Water** | Alternative | W2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.18 | 2,400 | $76.32 | | $0.00 | 0.0% |
| 2 | $3.39 | 8,400 | $284.76 | | $0.00 | 0.0% |
| 3 | $4.26 | 1,200 | $51.12 | | $0.00 | 0.0% |
| 4 | $5.24 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $472.20 | 0.0% | $0.00 | 0.0% |

| **Sewer** | Alternative | S1B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 8,400 | $900.48 | | $0.70 | 7.0% |
| 3 | $10.72 | 1,200 | $128.64 | | -$0.09 | -0.8% |
| 4 | $10.72 | 0 | $0.00 | | -$1.07 | -9.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,322.40 | 7.9% | $97.08 | 7.9% |

| **Annual Charge** | **$1,794.60** |
|---|---|
| Change in Annual Expense | $97.08 |
| Percentage | 5.72% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 8

| **Water** | Alternative | W2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.18 | 2,400 | $76.32 | | $0.00 | 0.0% |
| 2 | $3.39 | 8,400 | $284.76 | | $0.00 | 0.0% |
| 3 | $4.26 | 1,200 | $51.12 | | $0.00 | 0.0% |
| 4 | $5.24 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $472.20 | 0.0% | $0.00 | 0.0% |

| **Sewer** | Alternative | S1C | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 8,400 | $900.48 | | $0.70 | 7.0% |
| 3 | $10.81 | 1,200 | $129.72 | | $0.00 | 0.0% |
| 4 | $11.79 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,323.48 | 8.0% | $98.16 | 8.0% |

| **Annual Charge** | **$1,795.68** |
|---|---|
| Change in Annual Expense | $98.16 |
| Percentage | 5.78% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 9

| **Water** | Alternative | W2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.18 | 2,400 | $76.32 | | $0.00 | 0.0% |
| 2 | $3.39 | 8,400 | $284.76 | | $0.00 | 0.0% |
| 3 | $4.26 | 1,200 | $51.12 | | $0.00 | 0.0% |
| 4 | $5.24 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $472.20 | 0.0% | $0.00 | 0.0% |

| **Sewer** | Alternative | S2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.44 | 2,400 | $226.56 | | $0.36 | 4.0% |
| 2 | $10.42 | 8,400 | $875.28 | | $0.40 | 4.0% |
| 3 | $11.98 | 1,200 | $143.76 | | $1.17 | 10.8% |
| 4 | $13.78 | 0 | $0.00 | | $1.99 | 16.9% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,281.60 | 4.6% | $56.28 | 4.6% |

| **Annual Charge** | **$1,753.80** |
|---|---|
| Change in Annual Expense | $56.28 |
| Percentage | 3.32% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 10

| **Water** | Alternative | W2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.18 | 2,400 | $76.32 | | $0.00 | 0.0% |
| 2 | $3.39 | 8,400 | $284.76 | | $0.00 | 0.0% |
| 3 | $4.26 | 1,200 | $51.12 | | $0.00 | 0.0% |
| 4 | $5.24 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $472.20 | 0.0% | $0.00 | 0.0% |

| **Sewer** | Alternative | S2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.53 | 2,400 | $228.72 | | $0.45 | 5.0% |
| 2 | $10.52 | 8,400 | $883.68 | | $0.50 | 5.0% |
| 3 | $11.35 | 1,200 | $136.20 | | $0.54 | 5.0% |
| 4 | $12.38 | 0 | $0.00 | | $0.59 | 5.0% |
| Service Fee | $12.00 | 4 | $48.00 | | | |
| Total | | | $1,296.60 | 5.8% | $71.28 | 5.8% |

| **Annual Charge** | **$1,768.80** |
|---|---|
| Change in Annual Expense | $71.28 |
| Percentage | 4.20% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

**Rate Scenarios Water Alternative 2B with Sewer Alternatives**

## Concept 11

| **Water** | Alternative | W2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.24 | 2,400 | $77.76 | | $0.06 | 1.9% |
| 2 | $3.46 | 8,400 | $290.64 | | $0.07 | 2.1% |
| 3 | $4.35 | 1,200 | $52.20 | | $0.09 | 2.1% |
| 4 | $5.34 | 0 | $0.00 | | $0.10 | 1.9% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $480.60 | 1.8% | $8.40 | 1.8% |

| **Sewer** | Alternative | S1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.72 | 2,400 | $233.28 | | $0.64 | 7.0% |
| 2 | $10.73 | 8,400 | $901.32 | | $0.71 | 7.1% |
| 3 | $11.58 | 1,200 | $138.96 | | $0.77 | 7.1% |
| 4 | $12.63 | 0 | $0.00 | | $0.84 | 7.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,309.56 | 6.9% | $84.24 | 6.9% |

| | |
|---|---|
| **Annual Charge** | **$1,790.16** |
| Change in Annual Expense | $92.64 |
| Percentage | 5.46% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 12

| **Water** | Alternative | W2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.24 | 2,400 | $77.76 | | $0.06 | 1.9% |
| 2 | $3.46 | 8,400 | $290.64 | | $0.07 | 2.1% |
| 3 | $4.35 | 1,200 | $52.20 | | $0.09 | 2.1% |
| 4 | $5.34 | 0 | $0.00 | | $0.10 | 1.9% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $480.60 | 1.8% | $8.40 | 1.8% |

| **Sewer** | Alternative | S1B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 8,400 | $900.48 | | $0.70 | 7.0% |
| 3 | $10.72 | 1,200 | $128.64 | | -$0.09 | -0.8% |
| 4 | $10.72 | 0 | $0.00 | | -$1.07 | -9.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,322.40 | 7.9% | $97.08 | 7.9% |

| **Annual Charge** | **$1,803.00** |
|---|---|
| Change in Annual Expense | $105.48 |
| Percentage | 6.21% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 13

| **Water** | Alternative | W2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.24 | 2,400 | $77.76 | | $0.06 | 1.9% |
| 2 | $3.46 | 8,400 | $290.64 | | $0.07 | 2.1% |
| 3 | $4.35 | 1,200 | $52.20 | | $0.09 | 2.1% |
| 4 | $5.34 | 0 | $0.00 | | $0.10 | 1.9% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $480.60 | 1.8% | $8.40 | 1.8% |

| **Sewer** | Alternative | S1C | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 8,400 | $900.48 | | $0.70 | 7.0% |
| 3 | $10.81 | 1,200 | $129.72 | | $0.00 | 0.0% |
| 4 | $11.79 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,323.48 | 8.0% | $98.16 | 8.0% |

| **Annual Charge** | **$1,804.08** |
|---|---|
| Change in Annual Expense | $106.56 |
| Percentage | 6.28% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 14

| **Water** | Alternative | W2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.24 | 2,400 | $77.76 | | $0.06 | 1.9% |
| 2 | $3.46 | 8,400 | $290.64 | | $0.07 | 2.1% |
| 3 | $4.35 | 1,200 | $52.20 | | $0.09 | 2.1% |
| 4 | $5.34 | 0 | $0.00 | | $0.10 | 1.9% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $480.60 | 1.8% | $8.40 | 1.8% |

| **Sewer** | Alternative | S2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.44 | 2,400 | $226.56 | | $0.36 | 4.0% |
| 2 | $10.42 | 8,400 | $875.28 | | $0.40 | 4.0% |
| 3 | $11.98 | 1,200 | $143.76 | | $1.17 | 10.8% |
| 4 | $13.78 | 0 | $0.00 | | $1.99 | 16.9% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,281.60 | 4.6% | $56.28 | 4.6% |

| **Annual Charge** | **$1,762.20** |
|---|---|
| Change in Annual Expense | $64.68 |
| Percentage | 3.81% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 15

| **Water** | Alternative | W2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.24 | 2,400 | $77.76 | | $0.06 | 1.9% |
| 2 | $3.46 | 8,400 | $290.64 | | $0.07 | 2.1% |
| 3 | $4.35 | 1,200 | $52.20 | | $0.09 | 2.1% |
| 4 | $5.34 | 0 | $0.00 | | $0.10 | 1.9% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $480.60 | 1.8% | $8.40 | 1.8% |

| **Sewer** | Alternative | S2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.53 | 2,400 | $228.72 | | $0.45 | 5.0% |
| 2 | $10.52 | 8,400 | $883.68 | | $0.50 | 5.0% |
| 3 | $11.35 | 1,200 | $136.20 | | $0.54 | 5.0% |
| 4 | $12.38 | 0 | $0.00 | | $0.59 | 5.0% |
| Service Fee | $12.00 | 4 | $48.00 | | | |
| Total | | | $1,296.60 | 5.8% | $71.28 | 5.8% |

| **Annual Charge** | **$1,777.20** |
|---|---|
| Change in Annual Expense | $79.68 |
| Percentage | 4.69% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

**Rate Scenarios Water Alternative 3 with Sewer Alternatives**

## Concept 16

| **Water** | Alternative | W3 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.26 | 2,400 | $78.24 | | $0.08 | 2.5% |
| 2 | $3.47 | 8,400 | $291.48 | | $0.08 | 2.4% |
| 3 | $4.37 | 1,200 | $52.44 | | $0.11 | 2.6% |
| 4 | $5.37 | 0 | $0.00 | | $0.13 | 2.5% |
| Service Fee | $18.00 | 4 | $72.00 | | | |
| Total | | | $494.16 | 4.7% | $21.96 | 4.7% |

| **Sewer** | Alternative | S1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.72 | 2,400 | $233.28 | | $0.64 | 7.0% |
| 2 | $10.73 | 8,400 | $901.32 | | $0.71 | 7.1% |
| 3 | $11.58 | 1,200 | $138.96 | | $0.77 | 7.1% |
| 4 | $12.63 | 0 | $0.00 | | $0.84 | 7.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,309.56 | 6.9% | $84.24 | 6.9% |

| | |
|---|---|
| **Annual Charge** | **$1,803.72** |
| Change in Annual Expense | $106.20 |
| Percentage | 6.26% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 17

| **Water** | Alternative | W3 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.26 | 2,400 | $78.24 | | $0.08 | 2.5% |
| 2 | $3.47 | 8,400 | $291.48 | | $0.08 | 2.4% |
| 3 | $4.37 | 1,200 | $52.44 | | $0.11 | 2.6% |
| 4 | $5.37 | 0 | $0.00 | | $0.13 | 2.5% |
| Service Fee | $18.00 | 4 | $72.00 | | | |
| Total | | | $494.16 | 4.7% | $21.96 | 4.7% |

| **Sewer** | Alternative | S1B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 8,400 | $900.48 | | $0.70 | 7.0% |
| 3 | $10.72 | 1,200 | $128.64 | | -$0.09 | -0.8% |
| 4 | $10.72 | 0 | $0.00 | | -$1.07 | -9.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,322.40 | 7.9% | $97.08 | 7.9% |

| **Annual Charge** | **$1,816.56** |
|---|---|
| Change in Annual Expense | $119.04 |
| Percentage | 7.01% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 18

| **Water** | Alternative | W3 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.26 | 2,400 | $78.24 | | $0.08 | 2.5% |
| 2 | $3.47 | 8,400 | $291.48 | | $0.08 | 2.4% |
| 3 | $4.37 | 1,200 | $52.44 | | $0.11 | 2.6% |
| 4 | $5.37 | 0 | $0.00 | | $0.13 | 2.5% |
| Service Fee | $18.00 | 4 | $72.00 | | | |
| Total | | | $494.16 | 4.7% | $21.96 | 4.7% |

| **Sewer** | Alternative | S1C | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 8,400 | $900.48 | | $0.70 | 7.0% |
| 3 | $10.81 | 1,200 | $129.72 | | $0.00 | 0.0% |
| 4 | $11.79 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,323.48 | 8.0% | $98.16 | 8.0% |

| **Annual Charge** | **$1,817.64** |
|---|---|
| Change in Annual Expense | $120.12 |
| Percentage | 7.08% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 19

| **Water** | Alternative | W3 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.26 | 2,400 | $78.24 | | $0.08 | 2.5% |
| 2 | $3.47 | 8,400 | $291.48 | | $0.08 | 2.4% |
| 3 | $4.37 | 1,200 | $52.44 | | $0.11 | 2.6% |
| 4 | $5.37 | 0 | $0.00 | | $0.13 | 2.5% |
| Service Fee | $18.00 | 4 | $72.00 | | | |
| Total | | | $494.16 | 4.7% | $21.96 | 4.7% |

| **Sewer** | Alternative | S2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.44 | 2,400 | $226.56 | | $0.36 | 4.0% |
| 2 | $10.42 | 8,400 | $875.28 | | $0.40 | 4.0% |
| 3 | $11.98 | 1,200 | $143.76 | | $1.17 | 10.8% |
| 4 | $13.78 | 0 | $0.00 | | $1.99 | 16.9% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,281.60 | 4.6% | $56.28 | 4.6% |

| **Annual Charge** | **$1,775.76** |
|---|---|
| Change in Annual Expense | $78.24 |
| Percentage | 4.61% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 20

| **Water** | Alternative | W3 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.26 | 2,400 | $78.24 | | $0.08 | 2.5% |
| 2 | $3.47 | 8,400 | $291.48 | | $0.08 | 2.4% |
| 3 | $4.37 | 1,200 | $52.44 | | $0.11 | 2.6% |
| 4 | $5.37 | 0 | $0.00 | | $0.13 | 2.5% |
| Service Fee | $18.00 | 4 | $72.00 | | | |
| Total | | | $494.16 | 4.7% | $21.96 | 4.7% |

| **Sewer** | Alternative | S2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.53 | 2,400 | $228.72 | | $0.45 | 5.0% |
| 2 | $10.52 | 8,400 | $883.68 | | $0.50 | 5.0% |
| 3 | $11.35 | 1,200 | $136.20 | | $0.54 | 5.0% |
| 4 | $12.38 | 0 | $0.00 | | $0.59 | 5.0% |
| Service Fee | $12.00 | 4 | $48.00 | | | |
| Total | | | $1,296.60 | 5.8% | $71.28 | 5.8% |

| **Annual Charge** | **$1,790.76** |
|---|---|
| Change in Annual Expense | $93.24 |
| Percentage | 5.49% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

**Rate Scenarios Water Alternative 3B with Sewer Alternatives**

## Concept 21

| **Water** | Alternative | W3B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.20 | 2,400 | $76.80 | | $0.02 | 0.6% |
| 2 | $3.42 | 8,400 | $287.28 | | $0.03 | 0.9% |
| 3 | $4.29 | 1,200 | $51.48 | | $0.03 | 0.7% |
| 4 | $5.28 | 0 | $0.00 | | $0.04 | 0.8% |
| Service Fee | $21.00 | 4 | $84.00 | | | |
| Total | | | $499.56 | 5.8% | $27.36 | 5.8% |

| **Sewer** | Alternative | S1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.72 | 2,400 | $233.28 | | $0.64 | 7.0% |
| 2 | $10.73 | 8,400 | $901.32 | | $0.71 | 7.1% |
| 3 | $11.58 | 1,200 | $138.96 | | $0.77 | 7.1% |
| 4 | $12.63 | 0 | $0.00 | | $0.84 | 7.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,309.56 | 6.9% | $84.24 | 6.9% |

| | |
|---|---|
| **Annual Charge** | **$1,809.12** |
| Change in Annual Expense | $111.60 |
| Percentage | 6.57% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 22

| **Water** | Alternative | W3B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.20 | 2,400 | $76.80 | | $0.02 | 0.6% |
| 2 | $3.42 | 8,400 | $287.28 | | $0.03 | 0.9% |
| 3 | $4.29 | 1,200 | $51.48 | | $0.03 | 0.7% |
| 4 | $5.28 | 0 | $0.00 | | $0.04 | 0.8% |
| Service Fee | $21.00 | 4 | $84.00 | | | |
| Total | | | $499.56 | 5.8% | $27.36 | 5.8% |

| **Sewer** | Alternative | S1B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 8,400 | $900.48 | | $0.70 | 7.0% |
| 3 | $10.72 | 1,200 | $128.64 | | -$0.09 | -0.8% |
| 4 | $10.72 | 0 | $0.00 | | -$1.07 | -9.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,322.40 | 7.9% | $97.08 | 7.9% |

| **Annual Charge** | **$1,821.96** |
|---|---|
| Change in Annual Expense | $124.44 |
| Percentage | 7.33% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 23

| **Water** | Alternative | W3B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.20 | 2,400 | $76.80 | | $0.02 | 0.6% |
| 2 | $3.42 | 8,400 | $287.28 | | $0.03 | 0.9% |
| 3 | $4.29 | 1,200 | $51.48 | | $0.03 | 0.7% |
| 4 | $5.28 | 0 | $0.00 | | $0.04 | 0.8% |
| Service Fee | $21.00 | 4 | $84.00 | | | |
| Total | | | $499.56 | 5.8% | $27.36 | 5.8% |

| **Sewer** | Alternative | S1C | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 8,400 | $900.48 | | $0.70 | 7.0% |
| 3 | $10.81 | 1,200 | $129.72 | | $0.00 | 0.0% |
| 4 | $11.79 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,323.48 | 8.0% | $98.16 | 8.0% |

| **Annual Charge** | **$1,823.04** |
|---|---|
| Change in Annual Expense | $125.52 |
| Percentage | 7.39% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 24

| **Water** | Alternative | W3B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.20 | 2,400 | $76.80 | | $0.02 | 0.6% |
| 2 | $3.42 | 8,400 | $287.28 | | $0.03 | 0.9% |
| 3 | $4.29 | 1,200 | $51.48 | | $0.03 | 0.7% |
| 4 | $5.28 | 0 | $0.00 | | $0.04 | 0.8% |
| Service Fee | $21.00 | 4 | $84.00 | | | |
| Total | | | $499.56 | 5.8% | $27.36 | 5.8% |

| **Sewer** | Alternative | S2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.44 | 2,400 | $226.56 | | $0.36 | 4.0% |
| 2 | $10.42 | 8,400 | $875.28 | | $0.40 | 4.0% |
| 3 | $11.98 | 1,200 | $143.76 | | $1.17 | 10.8% |
| 4 | $13.78 | 0 | $0.00 | | $1.99 | 16.9% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,281.60 | 4.6% | $56.28 | 4.6% |

| **Annual Charge** | **$1,781.16** |
|---|---|
| Change in Annual Expense | $83.64 |
| Percentage | 4.93% |

Annual Water and Sewer Charges
12,000 C.F. Billed Usage

# Concept 25

| **Water** | Alternative | W3B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.20 | 2,400 | $76.80 | | $0.02 | 0.6% |
| 2 | $3.42 | 8,400 | $287.28 | | $0.03 | 0.9% |
| 3 | $4.29 | 1,200 | $51.48 | | $0.03 | 0.7% |
| 4 | $5.28 | 0 | $0.00 | | $0.04 | 0.8% |
| Service Fee | $21.00 | 4 | $84.00 | | | |
| Total | | | $499.56 | 5.8% | $27.36 | 5.8% |

| **Sewer** | Alternative | S2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.53 | 2,400 | $228.72 | | $0.45 | 5.0% |
| 2 | $10.52 | 8,400 | $883.68 | | $0.50 | 5.0% |
| 3 | $11.35 | 1,200 | $136.20 | | $0.54 | 5.0% |
| 4 | $12.38 | 0 | $0.00 | | $0.59 | 5.0% |
| Service Fee | $12.00 | 4 | $48.00 | | | |
| Total | | | $1,296.60 | 5.8% | $71.28 | 5.8% |

| **Annual Charge** | **$1,796.16** |
|---|---|
| Change in Annual Expense | $98.64 |
| Percentage | 5.81% |

# TOWN OF NEEDHAM

## Water and Sewer Rate Structure Committee

## Rate Structure Alternatives
## Annual Bill
## Based on 10,180 C.F.
## 2020 Needham Average Per DEP

**Water and Sewer Rate Concepts**
**Annual Water and Sewer Charges**
**10,180 C.F. Billed Usage 2020 DEP Needham Average**

| | | Water | Sewer | Total | Change | Change |
|---|---|---|---|---|---|---|
| Current | | $400.06 | $1,033.48 | $1,433.54 | | |
| Concept | 1 | $413.06 | $1,104.07 | $1,517.13 | $83.59 | 5.8% |
| Concept | 2 | $413.06 | $1,127.30 | $1,540.35 | $106.81 | 7.5% |
| Concept | 3 | $413.06 | $1,127.30 | $1,540.35 | $106.81 | 7.5% |
| Concept | 4 | $413.06 | $1,073.24 | $1,486.29 | $52.75 | 3.7% |
| Concept | 5 | $413.06 | $1,095.18 | $1,508.23 | $74.69 | 5.2% |
| Concept | 6 | $400.06 | $1,104.07 | $1,504.14 | $70.60 | 4.9% |
| Concept | 7 | $400.06 | $1,127.30 | $1,527.36 | $93.82 | 6.5% |
| Concept | 8 | $400.06 | $1,127.30 | $1,527.36 | $93.82 | 6.5% |
| Concept | 9 | $400.06 | $1,073.24 | $1,473.30 | $39.76 | 2.8% |
| Concept | 10 | $400.06 | $1,095.18 | $1,495.24 | $61.70 | 4.3% |
| Concept | 11 | $406.95 | $1,104.07 | $1,511.02 | $77.48 | 5.4% |
| Concept | 12 | $406.95 | $1,127.30 | $1,534.24 | $100.71 | 7.0% |
| Concept | 13 | $406.95 | $1,127.30 | $1,534.24 | $100.71 | 7.0% |
| Concept | 14 | $406.95 | $1,073.24 | $1,480.18 | $46.65 | 3.3% |
| Concept | 15 | $406.95 | $1,095.18 | $1,502.12 | $68.59 | 4.8% |
| Concept | 16 | $420.21 | $1,104.07 | $1,524.28 | $90.74 | 6.3% |
| Concept | 17 | $420.21 | $1,127.30 | $1,547.50 | $113.96 | 7.9% |
| Concept | 18 | $420.21 | $1,127.30 | $1,547.50 | $113.96 | 7.9% |
| Concept | 19 | $420.21 | $1,073.24 | $1,493.44 | $59.90 | 4.2% |
| Concept | 20 | $420.21 | $1,095.18 | $1,515.38 | $81.84 | 5.7% |
| Concept | 21 | $426.88 | $1,104.07 | $1,530.95 | $97.41 | 6.8% |
| Concept | 22 | $426.88 | $1,127.30 | $1,554.17 | $120.63 | 8.4% |
| Concept | 23 | $426.88 | $1,127.30 | $1,554.17 | $120.63 | 8.4% |
| Concept | 24 | $426.88 | $1,073.24 | $1,500.11 | $66.57 | 4.6% |
| Concept | 25 | $426.88 | $1,095.18 | $1,522.05 | $88.51 | 6.2% |

Annual Water and Sewer Charges
10,180 C.F. Billed Usage Needham DEP 2020 Average

**Water**

| Step | Rate Per 100 CF | Annual CF | Charge |
|---|---|---|---|
| 1 | $3.18 | 2,400 | $76.32 |
| 2 | $3.39 | 7,780 | $263.74 |
| 3 | $4.26 | 0 | $0.00 |
| 4 | $5.24 | 0 | $0.00 |
| Service Fee | $15.00 | 4 | $60.00 |
| Total | | | $400.06 |

**Sewer**

| Step | Rate Per 100 CF | Annual CF | Charge |
|---|---|---|---|
| 1 | $9.08 | 2,400 | $217.92 |
| 2 | $10.02 | 7,780 | $779.56 |
| 3 | $10.81 | 0 | $0.00 |
| 4 | $11.79 | 0 | $0.00 |
| Service Fee | $9.00 | 4 | $36.00 |
| Total | | | $1,033.48 |

| | |
|---|---|
| **Annual Charge Current Rates** | **$1,433.54** |

Annual Water and Sewer Charges
10,180 C.F. Billed Usage Needham DEP 2020 Average
**Rate Scenarios Water Alternative 1 with Sewer Alternatives**

# Concept 1

| **Water** | Alternative | W1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.30 | 2,400 | $79.20 | | $0.12 | 3.8% |
| 2 | $3.52 | 7,780 | $273.86 | | $0.13 | 3.8% |
| 3 | $4.42 | 0 | $0.00 | | $0.16 | 3.8% |
| 4 | $5.44 | 0 | $0.00 | | $0.20 | 3.8% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $413.06 | 3.2% | $12.99 | 3.2% |

| **Sewer** | Alternative | S1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.72 | 2,400 | $233.28 | | $0.64 | 7.0% |
| 2 | $10.73 | 7,780 | $834.79 | | $0.71 | 7.1% |
| 3 | $11.58 | 0 | $0.00 | | $0.77 | 7.1% |
| 4 | $12.63 | 0 | $0.00 | | $0.84 | 7.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,104.07 | 6.8% | $70.60 | 6.8% |

| | |
|---|---|
| **Annual Charge** | **$1,517.13** |
| Change in Annual Expense | $83.59 |
| Percentage | 5.83% |

Annual Water and Sewer Charges
10,180 C.F. Billed Usage Needham DEP 2020 Average

# Concept 2

| **Water** | Alternative | W1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.30 | 2,400 | $79.20 | | $0.12 | 3.8% |
| 2 | $3.52 | 7,780 | $273.86 | | $0.13 | 3.8% |
| 3 | $4.42 | 0 | $0.00 | | $0.16 | 3.8% |
| 4 | $5.44 | 0 | $0.00 | | $0.20 | 3.8% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $413.06 | 3.2% | $12.99 | 3.2% |

| **Sewer** | Alternative | S1B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 7,780 | $834.02 | | $0.70 | 7.0% |
| 3 | $10.72 | 0 | $0.00 | | -$0.09 | -0.8% |
| 4 | $10.72 | 0 | $0.00 | | -$1.07 | -9.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,127.30 | 9.1% | $93.82 | 9.1% |

| **Annual Charge** | **$1,540.35** |
|---|---|
| Change in Annual Expense | $106.81 |
| Percentage | 7.45% |

Annual Water and Sewer Charges
10,180 C.F. Billed Usage Needham DEP 2020 Average

# Concept 3

| **Water** | Alternative | W1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.30 | 2,400 | $79.20 | | $0.12 | 3.8% |
| 2 | $3.52 | 7,780 | $273.86 | | $0.13 | 3.8% |
| 3 | $4.42 | 0 | $0.00 | | $0.16 | 3.8% |
| 4 | $5.44 | 0 | $0.00 | | $0.20 | 3.8% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $413.06 | 3.2% | $12.99 | 3.2% |

| **Sewer** | Alternative | S1C | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 7,780 | $834.02 | | $0.70 | 7.0% |
| 3 | $10.81 | 0 | $0.00 | | $0.00 | 0.0% |
| 4 | $11.79 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,127.30 | 9.1% | $93.82 | 9.1% |

| | |
|---|---|
| **Annual Charge** | **$1,540.35** |
| Change in Annual Expense | $106.81 |
| Percentage | 7.45% |

Annual Water and Sewer Charges
10,180 C.F. Billed Usage Needham DEP 2020 Average

# Concept 4

| **Water** | Alternative | W1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.30 | 2,400 | $79.20 | | $0.12 | 3.8% |
| 2 | $3.52 | 7,780 | $273.86 | | $0.13 | 3.8% |
| 3 | $4.42 | 0 | $0.00 | | $0.16 | 3.8% |
| 4 | $5.44 | 0 | $0.00 | | $0.20 | 3.8% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $413.06 | 3.2% | $12.99 | 3.2% |

| **Sewer** | Alternative | S2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.44 | 2,400 | $226.56 | | $0.36 | 4.0% |
| 2 | $10.42 | 7,780 | $810.68 | | $0.40 | 4.0% |
| 3 | $11.98 | 0 | $0.00 | | $1.17 | 10.8% |
| 4 | $13.78 | 0 | $0.00 | | $1.99 | 16.9% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,073.24 | 3.8% | $39.76 | 3.8% |

| **Annual Charge** | **$1,486.29** |
|---|---|
| Change in Annual Expense | $52.75 |
| Percentage | 3.68% |

Annual Water and Sewer Charges
10,180 C.F. Billed Usage Needham DEP 2020 Average

# Concept 5

| **Water** | Alternative | W1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.30 | 2,400 | $79.20 | | $0.12 | 3.8% |
| 2 | $3.52 | 7,780 | $273.86 | | $0.13 | 3.8% |
| 3 | $4.42 | 0 | $0.00 | | $0.16 | 3.8% |
| 4 | $5.44 | 0 | $0.00 | | $0.20 | 3.8% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $413.06 | 3.2% | $12.99 | 3.2% |

| **Sewer** | Alternative | S2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.53 | 2,400 | $228.72 | | $0.45 | 5.0% |
| 2 | $10.52 | 7,780 | $818.46 | | $0.50 | 5.0% |
| 3 | $11.35 | 0 | $0.00 | | $0.54 | 5.0% |
| 4 | $12.38 | 0 | $0.00 | | $0.59 | 5.0% |
| Service Fee | $12.00 | 4 | $48.00 | | | |
| Total | | | $1,095.18 | 6.0% | $61.70 | 6.0% |

| **Annual Charge** | **$1,508.23** |
|---|---|
| Change in Annual Expense | $74.69 |
| Percentage | 5.21% |

**Rate Scenarios Water Alternative 2 with Sewer Alternatives**

# Concept 6

| **Water** | Alternative | W2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.18 | 2,400 | $76.32 | | $0.00 | 0.0% |
| 2 | $3.39 | 7,780 | $263.74 | | $0.00 | 0.0% |
| 3 | $4.26 | 0 | $0.00 | | $0.00 | 0.0% |
| 4 | $5.24 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $400.06 | 0.0% | $0.00 | 0.0% |

| **Sewer** | Alternative | S1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.72 | 2,400 | $233.28 | | $0.64 | 7.0% |
| 2 | $10.73 | 7,780 | $834.79 | | $0.71 | 7.1% |
| 3 | $11.58 | 0 | $0.00 | | $0.77 | 7.1% |
| 4 | $12.63 | 0 | $0.00 | | $0.84 | 7.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,104.07 | 6.8% | $70.60 | 6.8% |

| **Annual Charge** | **$1,504.14** |
|---|---|
| Change in Annual Expense | $70.60 |
| Percentage | 4.92% |

# Concept 7

| **Water** | Alternative | W2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.18 | 2,400 | $76.32 | | $0.00 | 0.0% |
| 2 | $3.39 | 7,780 | $263.74 | | $0.00 | 0.0% |
| 3 | $4.26 | 0 | $0.00 | | $0.00 | 0.0% |
| 4 | $5.24 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $400.06 | 0.0% | $0.00 | 0.0% |

| **Sewer** | Alternative | S1B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 7,780 | $834.02 | | $0.70 | 7.0% |
| 3 | $10.72 | 0 | $0.00 | | -$0.09 | -0.8% |
| 4 | $10.72 | 0 | $0.00 | | -$1.07 | -9.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,127.30 | 9.1% | $93.82 | 9.1% |

| **Annual Charge** | **$1,527.36** |
|---|---|
| Change in Annual Expense | $93.82 |
| Percentage | 6.54% |

# Concept 8

| **Water** | Alternative | W2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.18 | 2,400 | $76.32 | | $0.00 | 0.0% |
| 2 | $3.39 | 7,780 | $263.74 | | $0.00 | 0.0% |
| 3 | $4.26 | 0 | $0.00 | | $0.00 | 0.0% |
| 4 | $5.24 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $400.06 | 0.0% | $0.00 | 0.0% |

| **Sewer** | Alternative | S1C | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 7,780 | $834.02 | | $0.70 | 7.0% |
| 3 | $10.81 | 0 | $0.00 | | $0.00 | 0.0% |
| 4 | $11.79 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,127.30 | 9.1% | $93.82 | 9.1% |

| **Annual Charge** | **$1,527.36** |
|---|---|
| Change in Annual Expense | $93.82 |
| Percentage | 6.54% |

# Concept 9

| **Water** | Alternative | W2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.18 | 2,400 | $76.32 | | $0.00 | 0.0% |
| 2 | $3.39 | 7,780 | $263.74 | | $0.00 | 0.0% |
| 3 | $4.26 | 0 | $0.00 | | $0.00 | 0.0% |
| 4 | $5.24 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $400.06 | 0.0% | $0.00 | 0.0% |

| **Sewer** | Alternative | S2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.44 | 2,400 | $226.56 | | $0.36 | 4.0% |
| 2 | $10.42 | 7,780 | $810.68 | | $0.40 | 4.0% |
| 3 | $11.98 | 0 | $0.00 | | $1.17 | 10.8% |
| 4 | $13.78 | 0 | $0.00 | | $1.99 | 16.9% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,073.24 | 3.8% | $39.76 | 3.8% |

| **Annual Charge** | **$1,473.30** |
|---|---|
| Change in Annual Expense | $39.76 |
| Percentage | 2.77% |

# Concept 10

| **Water** | Alternative | W2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.18 | 2,400 | $76.32 | | $0.00 | 0.0% |
| 2 | $3.39 | 7,780 | $263.74 | | $0.00 | 0.0% |
| 3 | $4.26 | 0 | $0.00 | | $0.00 | 0.0% |
| 4 | $5.24 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $400.06 | 0.0% | $0.00 | 0.0% |

| **Sewer** | Alternative | S2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.53 | 2,400 | $228.72 | | $0.45 | 5.0% |
| 2 | $10.52 | 7,780 | $818.46 | | $0.50 | 5.0% |
| 3 | $11.35 | 0 | $0.00 | | $0.54 | 5.0% |
| 4 | $12.38 | 0 | $0.00 | | $0.59 | 5.0% |
| Service Fee | $12.00 | 4 | $48.00 | | | |
| Total | | | $1,095.18 | 6.0% | $61.70 | 6.0% |

| **Annual Charge** | **$1,495.24** |
|---|---|
| Change in Annual Expense | $61.70 |
| Percentage | 4.30% |

**Rate Scenarios Water Alternative 2B with Sewer Alternatives**

# Concept 11

| **Water** | Alternative | W2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.24 | 2,400 | $77.76 | | $0.06 | 1.9% |
| 2 | $3.46 | 7,780 | $269.19 | | $0.07 | 2.1% |
| 3 | $4.35 | 0 | $0.00 | | $0.09 | 2.1% |
| 4 | $5.34 | 0 | $0.00 | | $0.10 | 1.9% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $406.95 | 1.7% | $6.89 | 1.7% |

| **Sewer** | Alternative | S1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.72 | 2,400 | $233.28 | | $0.64 | 7.0% |
| 2 | $10.73 | 7,780 | $834.79 | | $0.71 | 7.1% |
| 3 | $11.58 | 0 | $0.00 | | $0.77 | 7.1% |
| 4 | $12.63 | 0 | $0.00 | | $0.84 | 7.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,104.07 | 6.8% | $70.60 | 6.8% |

| **Annual Charge** | **$1,511.02** |
|---|---|
| Change in Annual Expense | $77.48 |
| Percentage | 5.41% |

# Concept 12

| **Water** | Alternative | W2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.24 | 2,400 | $77.76 | | $0.06 | 1.9% |
| 2 | $3.46 | 7,780 | $269.19 | | $0.07 | 2.1% |
| 3 | $4.35 | 0 | $0.00 | | $0.09 | 2.1% |
| 4 | $5.34 | 0 | $0.00 | | $0.10 | 1.9% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $406.95 | 1.7% | $6.89 | 1.7% |

| **Sewer** | Alternative | S1B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 7,780 | $834.02 | | $0.70 | 7.0% |
| 3 | $10.72 | 0 | $0.00 | | -$0.09 | -0.8% |
| 4 | $10.72 | 0 | $0.00 | | -$1.07 | -9.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,127.30 | 9.1% | $93.82 | 9.1% |

| **Annual Charge** | **$1,534.24** |
|---|---|
| Change in Annual Expense | $100.71 |
| Percentage | 7.02% |

# Concept 13

| **Water** | Alternative | W2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.24 | 2,400 | $77.76 | | $0.06 | 1.9% |
| 2 | $3.46 | 7,780 | $269.19 | | $0.07 | 2.1% |
| 3 | $4.35 | 0 | $0.00 | | $0.09 | 2.1% |
| 4 | $5.34 | 0 | $0.00 | | $0.10 | 1.9% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $406.95 | 1.7% | $6.89 | 1.7% |

| **Sewer** | Alternative | S1C | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 7,780 | $834.02 | | $0.70 | 7.0% |
| 3 | $10.81 | 0 | $0.00 | | $0.00 | 0.0% |
| 4 | $11.79 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,127.30 | 9.1% | $93.82 | 9.1% |

| **Annual Charge** | **$1,534.24** |
|---|---|
| Change in Annual Expense | $100.71 |
| Percentage | 7.02% |

# Concept 14

| **Water** | Alternative | W2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.24 | 2,400 | $77.76 | | $0.06 | 1.9% |
| 2 | $3.46 | 7,780 | $269.19 | | $0.07 | 2.1% |
| 3 | $4.35 | 0 | $0.00 | | $0.09 | 2.1% |
| 4 | $5.34 | 0 | $0.00 | | $0.10 | 1.9% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $406.95 | 1.7% | $6.89 | 1.7% |

| **Sewer** | Alternative | S2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.44 | 2,400 | $226.56 | | $0.36 | 4.0% |
| 2 | $10.42 | 7,780 | $810.68 | | $0.40 | 4.0% |
| 3 | $11.98 | 0 | $0.00 | | $1.17 | 10.8% |
| 4 | $13.78 | 0 | $0.00 | | $1.99 | 16.9% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,073.24 | 3.8% | $39.76 | 3.8% |

| **Annual Charge** | **$1,480.18** |
|---|---|
| Change in Annual Expense | $46.65 |
| Percentage | 3.25% |

# Concept 15

| **Water** | Alternative | W2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.24 | 2,400 | $77.76 | | $0.06 | 1.9% |
| 2 | $3.46 | 7,780 | $269.19 | | $0.07 | 2.1% |
| 3 | $4.35 | 0 | $0.00 | | $0.09 | 2.1% |
| 4 | $5.34 | 0 | $0.00 | | $0.10 | 1.9% |
| Service Fee | $15.00 | 4 | $60.00 | | | |
| Total | | | $406.95 | 1.7% | $6.89 | 1.7% |

| **Sewer** | Alternative | S2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.53 | 2,400 | $228.72 | | $0.45 | 5.0% |
| 2 | $10.52 | 7,780 | $818.46 | | $0.50 | 5.0% |
| 3 | $11.35 | 0 | $0.00 | | $0.54 | 5.0% |
| 4 | $12.38 | 0 | $0.00 | | $0.59 | 5.0% |
| Service Fee | $12.00 | 4 | $48.00 | | | |
| Total | | | $1,095.18 | 6.0% | $61.70 | 6.0% |

| **Annual Charge** | **$1,502.12** |
|---|---|
| Change in Annual Expense | $68.59 |
| Percentage | 4.78% |

**Rate Scenarios Water Alternative 3 with Sewer Alternatives**

## Concept 16

| **Water** | Alternative | W3 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.26 | 2,400 | $78.24 | | $0.08 | 2.5% |
| 2 | $3.47 | 7,780 | $269.97 | | $0.08 | 2.4% |
| 3 | $4.37 | 0 | $0.00 | | $0.11 | 2.6% |
| 4 | $5.37 | 0 | $0.00 | | $0.13 | 2.5% |
| Service Fee | $18.00 | 4 | $72.00 | | | |
| Total | | | $420.21 | 5.0% | $20.14 | 5.0% |

| **Sewer** | Alternative | S1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.72 | 2,400 | $233.28 | | $0.64 | 7.0% |
| 2 | $10.73 | 7,780 | $834.79 | | $0.71 | 7.1% |
| 3 | $11.58 | 0 | $0.00 | | $0.77 | 7.1% |
| 4 | $12.63 | 0 | $0.00 | | $0.84 | 7.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,104.07 | 6.8% | $70.60 | 6.8% |

| **Annual Charge** | **$1,524.28** |
|---|---|
| Change in Annual Expense | $90.74 |
| Percentage | 6.33% |

# Concept 17

| **Water** | Alternative | W3 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.26 | 2,400 | $78.24 | | $0.08 | 2.5% |
| 2 | $3.47 | 7,780 | $269.97 | | $0.08 | 2.4% |
| 3 | $4.37 | 0 | $0.00 | | $0.11 | 2.6% |
| 4 | $5.37 | 0 | $0.00 | | $0.13 | 2.5% |
| Service Fee | $18.00 | 4 | $72.00 | | | |
| Total | | | $420.21 | 5.0% | $20.14 | 5.0% |

| **Sewer** | Alternative | S1B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 7,780 | $834.02 | | $0.70 | 7.0% |
| 3 | $10.72 | 0 | $0.00 | | -$0.09 | -0.8% |
| 4 | $10.72 | 0 | $0.00 | | -$1.07 | -9.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,127.30 | 9.1% | $93.82 | 9.1% |

| **Annual Charge** | **$1,547.50** |
|---|---|
| Change in Annual Expense | $113.96 |
| Percentage | 7.95% |

# Concept 18

| **Water** | Alternative | W3 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.26 | 2,400 | $78.24 | | $0.08 | 2.5% |
| 2 | $3.47 | 7,780 | $269.97 | | $0.08 | 2.4% |
| 3 | $4.37 | 0 | $0.00 | | $0.11 | 2.6% |
| 4 | $5.37 | 0 | $0.00 | | $0.13 | 2.5% |
| Service Fee | $18.00 | 4 | $72.00 | | | |
| Total | | | $420.21 | 5.0% | $20.14 | 5.0% |

| **Sewer** | Alternative | S1C | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 7,780 | $834.02 | | $0.70 | 7.0% |
| 3 | $10.81 | 0 | $0.00 | | $0.00 | 0.0% |
| 4 | $11.79 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,127.30 | 9.1% | $93.82 | 9.1% |

| **Annual Charge** | **$1,547.50** |
|---|---|
| Change in Annual Expense | $113.96 |
| Percentage | 7.95% |

# Concept 19

| **Water** | Alternative | W3 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.26 | 2,400 | $78.24 | | $0.08 | 2.5% |
| 2 | $3.47 | 7,780 | $269.97 | | $0.08 | 2.4% |
| 3 | $4.37 | 0 | $0.00 | | $0.11 | 2.6% |
| 4 | $5.37 | 0 | $0.00 | | $0.13 | 2.5% |
| Service Fee | $18.00 | 4 | $72.00 | | | |
| Total | | | $420.21 | 5.0% | $20.14 | 5.0% |

| **Sewer** | Alternative | S2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.44 | 2,400 | $226.56 | | $0.36 | 4.0% |
| 2 | $10.42 | 7,780 | $810.68 | | $0.40 | 4.0% |
| 3 | $11.98 | 0 | $0.00 | | $1.17 | 10.8% |
| 4 | $13.78 | 0 | $0.00 | | $1.99 | 16.9% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,073.24 | 3.8% | $39.76 | 3.8% |

| **Annual Charge** | **$1,493.44** |
|---|---|
| Change in Annual Expense | $59.90 |
| Percentage | 4.18% |

# Concept 20

| **Water** | Alternative | W3 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.26 | 2,400 | $78.24 | | $0.08 | 2.5% |
| 2 | $3.47 | 7,780 | $269.97 | | $0.08 | 2.4% |
| 3 | $4.37 | 0 | $0.00 | | $0.11 | 2.6% |
| 4 | $5.37 | 0 | $0.00 | | $0.13 | 2.5% |
| Service Fee | $18.00 | 4 | $72.00 | | | |
| Total | | | $420.21 | 5.0% | $20.14 | 5.0% |

| **Sewer** | Alternative | S2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.53 | 2,400 | $228.72 | | $0.45 | 5.0% |
| 2 | $10.52 | 7,780 | $818.46 | | $0.50 | 5.0% |
| 3 | $11.35 | 0 | $0.00 | | $0.54 | 5.0% |
| 4 | $12.38 | 0 | $0.00 | | $0.59 | 5.0% |
| Service Fee | $12.00 | 4 | $48.00 | | | |
| Total | | | $1,095.18 | 6.0% | $61.70 | 6.0% |

| **Annual Charge** | **$1,515.38** |
|---|---|
| Change in Annual Expense | $81.84 |
| Percentage | 5.71% |

**Rate Scenarios Water Alternative 3B with Sewer Alternatives**

# Concept 21

| **Water** | Alternative | W3B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.20 | 2,400 | $76.80 | | $0.02 | 0.6% |
| 2 | $3.42 | 7,780 | $266.08 | | $0.03 | 0.9% |
| 3 | $4.29 | 0 | $0.00 | | $0.03 | 0.7% |
| 4 | $5.28 | 0 | $0.00 | | $0.04 | 0.8% |
| Service Fee | $21.00 | 4 | $84.00 | | | |
| Total | | | $426.88 | 6.7% | $26.81 | 6.7% |

| **Sewer** | Alternative | S1 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.72 | 2,400 | $233.28 | | $0.64 | 7.0% |
| 2 | $10.73 | 7,780 | $834.79 | | $0.71 | 7.1% |
| 3 | $11.58 | 0 | $0.00 | | $0.77 | 7.1% |
| 4 | $12.63 | 0 | $0.00 | | $0.84 | 7.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,104.07 | 6.8% | $70.60 | 6.8% |

| **Annual Charge** | **$1,530.95** |
|---|---|
| Change in Annual Expense | $97.41 |
| Percentage | 6.80% |

# Concept 22

| Water | Alternative | W3B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.20 | 2,400 | $76.80 | | $0.02 | 0.6% |
| 2 | $3.42 | 7,780 | $266.08 | | $0.03 | 0.9% |
| 3 | $4.29 | 0 | $0.00 | | $0.03 | 0.7% |
| 4 | $5.28 | 0 | $0.00 | | $0.04 | 0.8% |
| Service Fee | $21.00 | 4 | $84.00 | | | |
| Total | | | $426.88 | 6.7% | $26.81 | 6.7% |

| Sewer | Alternative | S1B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 7,780 | $834.02 | | $0.70 | 7.0% |
| 3 | $10.72 | 0 | $0.00 | | -$0.09 | -0.8% |
| 4 | $10.72 | 0 | $0.00 | | -$1.07 | -9.1% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,127.30 | 9.1% | $93.82 | 9.1% |

| **Annual Charge** | **$1,554.17** |
|---|---|
| Change in Annual Expense | $120.63 |
| Percentage | 8.42% |

# Concept 23

| **Water** | Alternative | W3B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.20 | 2,400 | $76.80 | | $0.02 | 0.6% |
| 2 | $3.42 | 7,780 | $266.08 | | $0.03 | 0.9% |
| 3 | $4.29 | 0 | $0.00 | | $0.03 | 0.7% |
| 4 | $5.28 | 0 | $0.00 | | $0.04 | 0.8% |
| Service Fee | $21.00 | 4 | $84.00 | | | |
| Total | | | $426.88 | 6.7% | $26.81 | 6.7% |

| **Sewer** | Alternative | S1C | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $10.72 | 2,400 | $257.28 | | $1.64 | 18.1% |
| 2 | $10.72 | 7,780 | $834.02 | | $0.70 | 7.0% |
| 3 | $10.81 | 0 | $0.00 | | $0.00 | 0.0% |
| 4 | $11.79 | 0 | $0.00 | | $0.00 | 0.0% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,127.30 | 9.1% | $93.82 | 9.1% |

| **Annual Charge** | **$1,554.17** |
|---|---|
| Change in Annual Expense | $120.63 |
| Percentage | 8.42% |

# Concept 24

| **Water** | Alternative | W3B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.20 | 2,400 | $76.80 | | $0.02 | 0.6% |
| 2 | $3.42 | 7,780 | $266.08 | | $0.03 | 0.9% |
| 3 | $4.29 | 0 | $0.00 | | $0.03 | 0.7% |
| 4 | $5.28 | 0 | $0.00 | | $0.04 | 0.8% |
| Service Fee | $21.00 | 4 | $84.00 | | | |
| Total | | | $426.88 | 6.7% | $26.81 | 6.7% |

| **Sewer** | Alternative | S2 | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.44 | 2,400 | $226.56 | | $0.36 | 4.0% |
| 2 | $10.42 | 7,780 | $810.68 | | $0.40 | 4.0% |
| 3 | $11.98 | 0 | $0.00 | | $1.17 | 10.8% |
| 4 | $13.78 | 0 | $0.00 | | $1.99 | 16.9% |
| Service Fee | $9.00 | 4 | $36.00 | | | |
| Total | | | $1,073.24 | 3.8% | $39.76 | 3.8% |

| **Annual Charge** | **$1,500.11** |
|---|---|
| Change in Annual Expense | $66.57 |
| Percentage | 4.64% |

# Concept 25

| **Water** | Alternative | W3B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $3.20 | 2,400 | $76.80 | | $0.02 | 0.6% |
| 2 | $3.42 | 7,780 | $266.08 | | $0.03 | 0.9% |
| 3 | $4.29 | 0 | $0.00 | | $0.03 | 0.7% |
| 4 | $5.28 | 0 | $0.00 | | $0.04 | 0.8% |
| Service Fee | $21.00 | 4 | $84.00 | | | |
| Total | | | $426.88 | 6.7% | $26.81 | 6.7% |

| **Sewer** | Alternative | S2B | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Rate Per 100 CF** | **Annual CF** | **Charge** | | | |
| 1 | $9.53 | 2,400 | $228.72 | | $0.45 | 5.0% |
| 2 | $10.52 | 7,780 | $818.46 | | $0.50 | 5.0% |
| 3 | $11.35 | 0 | $0.00 | | $0.54 | 5.0% |
| 4 | $12.38 | 0 | $0.00 | | $0.59 | 5.0% |
| Service Fee | $12.00 | 4 | $48.00 | | | |
| Total | | | $1,095.18 | 6.0% | $61.70 | 6.0% |

| **Annual Charge** | **$1,522.05** |
|---|---|
| Change in Annual Expense | $88.51 |
| Percentage | 6.17% |

**Summary of Water and Sewer Rate Structure Alternatives** ***(from D. Davison package dated July 19, 2022)***
**July 19, 2022**

| CONSUMPTION SCENARIO CHANGE | | WATER AND SEWER RATE OPTIONS | | | |
|---|---|---|---|---|---|
| 120 HCF | 101.8 HCF | W Option | S Option | Water Description | Sewer Descriptions |
| 5.9% | 5.8% | 1 | 1 | Uniform % Increase All Rates 3.87% | Uniform % Increase All Rates 7.1% |
| 6.6% | 7.5% | 1 | 1B | Uniform % Increase All Rates 3.87% | Flat Rate for All Rates |
| 6.7% | 7.5% | 1 | 1C | Uniform % Increase All Rates 3.87% | Flat Rate but not lowering any existing rate |
| 4.2% | 3.7% | 1 | 2 | Uniform % Increase All Rates 3.87% | Step 1 & 2 4% Step Up 15% |
| 5.1% | 5.2% | 1 | 2B | Uniform % Increase All Rates 3.87% | Increase Quarterly Fee by $3; Uniform % Increase All Rates |
| 5.0% | 4.9% | 2 | 1 | Increase Irrigation by 10% | Uniform % Increase All Rates 7.1% |
| 5.7% | 6.5% | 2 | 1B | Increase Irrigation by 10% | Flat Rate for All Rates |
| 5.8% | 6.5% | 2 | 1C | Increase Irrigation by 10% | Flat Rate but not lowering any existing rate |
| 3.3% | 2.8% | 2 | 2 | Increase Irrigation by 10% | Step 1 & 2 4% Step Up 15% |
| 4.2% | 4.3% | 2 | 2B | Increase Irrigation by 10% | Increase Quarterly Fee by $3; Uniform % Increase All Rates |
| 5.5% | 5.4% | 2B | 1 | Increase Domestic 2.0%; Irrigation by 5% | Uniform % Increase All Rates 7.1% |
| 6.2% | 7.0% | 2B | 1B | Increase Domestic 2.0%; Irrigation by 5% | Flat Rate for All Rates |
| 6.3% | 7.0% | 2B | 1C | Increase Domestic 2.0%; Irrigation by 5% | Flat Rate but not lowering any existing rate |
| 3.8% | 3.3% | 2B | 2 | Increase Domestic 2.0%; Irrigation by 5% | Step 1 & 2 4% Step Up 15% |
| 4.7% | 4.8% | 2B | 2B | Increase Domestic 2.0%; Irrigation by 5% | Increase Quarterly Fee by $3; Uniform % Increase All Rates |
| 6.3% | 6.3% | 3 | 1 | Increase Quarterly Fee by $3 All Steps 2.5% | Uniform % Increase All Rates 7.1% |
| 7.0% | 7.9% | 3 | 1B | Increase Quarterly Fee by $3 All Steps 2.5% | Flat Rate for All Rates |
| 7.1% | 7.9% | 3 | 1C | Increase Quarterly Fee by $3 All Steps 2.5% | Flat Rate but not lowering any existing rate |
| 4.6% | 4.2% | 3 | 2 | Increase Quarterly Fee by $3 All Steps 2.5% | Step 1 & 2 4% Step Up 15% |
| 5.5% | 5.7% | 3 | 2B | Increase Quarterly Fee by $3 All Steps 2.5% | Increase Quarterly Fee by $3; Uniform % Increase All Rates |
| 6.6% | 6.8% | 3B | 1 | Increase Quarterly Fee by $6 All Steps 0.75% | Uniform % Increase All Rates 7.1% |
| 7.3% | 8.4% | 3B | 1B | Increase Quarterly Fee by $6 All Steps 0.75% | Flat Rate for All Rates |
| 7.4% | 8.4% | 3B | 1C | Increase Quarterly Fee by $6 All Steps 0.75% | Flat Rate but not lowering any existing rate |
| 4.9% | 4.6% | 3B | S2 | Increase Quarterly Fee by $6 All Steps 0.75% | Step 1 & 2 4% Step Up 15% |
| 5.8% | 6.2% | 3B | 2B | Increase Quarterly Fee by $6 All Steps 0.75% | Increase Quarterly Fee by $3; Uniform % Increase All Rates |

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

**MEETING DATE: 7/26/2022**

| | |
|---|---|
| **Agenda Item** | Application for a Transfer of an All-Alcohol Innkeeper License – 365 Management Company LLC, d/b/a Residence Inn |
| **Presenter(s)** | Caroline O'Connell, Applicant Counsel<br>Michael Gendrin, Proposed Manager |

**1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**

365 Management Company LLC, d/b/a Residence Inn has applied for the transfer of an Innkeeper All Alcoholic Beverages Liquor License to be operated at 80 B Street, Needham, MA. The applicant is requesting the appointment of Michael Gendrin as Manager of Record.

**2. VOTE REQUIRED BY SELECT BOARD**

**Suggested Motion:**
*Move to approve the Section 12 All Alcohol Innkeeper License transfer application submitted by 365 Management Company LLC, d/b/a Residence Inn including the appointment of Michael Gendrin as Manager of Record, and submit the application to the ABCC.*

**3. BACK UP INFORMATION ATTACHED**

1. DOR Certificate of Good Standing
2. DUA Certificate of Compliance
3. Transfer & Manager Applications
4. Business Structure Documents
5. Purchase Agreement
6. Financial Attestations
7. Vote of the Corporate Board
8. Legal Right to Occupy and Floorplan
9. Beneficial Interest Disclosure Exemption Request

All other documents related to these transactions are on file in the Town Manager's Office.

*The Commonwealth of Massachusetts*
*Alcoholic Beverages Control Commission*
*95 Fourth Street, Suite 3, Chelsea, MA 02150-2358*
*www.mass.gov/abcc*

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION**
**MONETARY TRANSMITTAL FORM**

**APPLICATION FOR A TRANSFER OF LICENSE**

**APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.**

**ECRT CODE: RETA**

**Please make $200.00 payment here: ABCC PAYMENT WEBSITE**

**PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT**

**ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)** 04503-HT-0770

**ENTITY/ LICENSEE NAME** 365 Management Company, LLC

**ADDRESS** 80 B Street

**CITY/TOWN** Needham **STATE** MA **ZIP CODE** 02494

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**Alcoholic Beverages Control Commission**
**95 Fourth Street, Suite 3**
**Chelsea, MA 02150-2358**

**Commonwealth of Massachusetts**
Department of Revenue
Geoffrey E  Snyder, Comm ss oner

mass gov/dor

Letter ID: L  549923776
Not ce Date: June 7, 2022
Case ID: 0-00  -523-747

# CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

NEEDHAM 365 BEV, LLC
80 B ST
NEEDHAM MA  02494 2702

000071

## *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, NEEDHAM 365 BEV, LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

## *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

## *Visit us online!*

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR

388878712

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

365 Hospitality MGT
4949 SOUTH NIAGARA STREET
DENVER, CO 80237

EAN: 22105533
March 02, 2022

Certificate Id:56731

The Department of Unemployment Assistance certifies that as of 3/2/2022 ,365 Hospitality MGT is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



CHARLES F. HURLEY BUILDING • 19 STANIFORD STREET • BOSTON, MA 02114
www.mass.gov/uima

*The Commonwealth of Massachusetts*
*Alcoholic Beverages Control Commission*
*95 Fourth Street, Suite 3, Chelsea, MA 02150-2358*
*www.mass.gov/abcc*

# APPLICATION FOR A TRANSFER OF LICENSE

Municipality: Needham

## 1. TRANSACTION INFORMATION

- ☒ Transfer of License
- ☐ Alteration of Premises
- ☐ Change of Location
- ☐ Management/Operating Agreement
- ☐ Pledge of Inventory
- ☐ Pledge of License
- ☐ Pledge of Stock
- ☒ Other: Change of Manager
- ☐ Change of Class
- ☐ Change of Category
- ☐ Change of License Type (§12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Needham 365 Bev, LLC, the current licensee, is engaging in an internal restructure whereby it is transferring the license to its parent company 365 Management, LLC. In addition, there is a change in the ownership of 365 Partner, LLC, 365 Management, LLC's parent company.

## 2. LICENSE CLASSIFICATION INFORMATION

| ON/OFF-PREMISES | TYPE | CATEGORY | CLASS |
|---|---|---|---|
| On-Premises-12 | §12 Hotel | All Alcoholic Beverages | Annual |

## 3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises

| | | | |
|---|---|---|---|
| Current or Seller's License Number | 04503-HT-0770 | FEIN | [redacted] |
| Entity Name | 365 Management Company, LLC | | |
| DBA | Residence Inn by Marriott Needham | Manager of Record | Najwa Murphy |
| Street Address | 80 B Street, Needham MA 02494 | | |
| Phone | 781.444.5750 | Email | michael.gendrin@marriott.com |
| Add'l Phone | | Website | https://www.marriott.com/en-us/hotels/bosnh-residence-in |

## 4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, 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. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

HOTEL CONSISTS OF FIVE (5) FLOORS TOTAL. 1ST FLOOR HAS BAR/LOUNGE AND DINING SEATING AREA, MARKET PLACE, FRONT DESK AND 4 FLOORS OF HOTEL ROOMS FOR A TOTAL OF 132 ROOMS.

| | | | | | |
|---|---|---|---|---|---|
| Total Sq. Footage | 5340 | Seating Capacity | 28 in bar | Occupancy Number | 60 |
| Number of Entrances | 2 | Number of Exits | 2 | Number of Floors | 1 |

APPLICATION FOR A TRANSFER OF LICENSE

## 5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name: Needham 365 Bev, LLC

By what means is the license being transferred? Other (Attach Explanation)

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

| Name of Principal | Title/Position | Percentage of Ownership |
|---|---|---|
| 365 Management, LLC | Sole Member | 100% |
| SBCO Investment Manager, LLC | Manager | 0% |
| 365 Partner, LLC | Sole Member of 365 Management, LLC | 100% |
| Navin Dimond | Member of 365 Partner, LLC | 75% |
| Rita Dimond | Member of 365 Partner, LLC | 25% |

## 6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
  **On Premises (E.g.Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;
  **Off Premises(Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

| Name of Principal | Residential Address | SSN | DOB |
|---|---|---|---|
| **365 Partner, LLC** | 9100 E. Panorama Dr., #300, Centennial, CO 80112 | | |

| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
|---|---|---|---|---|
| Member | 100% | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |

| Name of Principal | Residential Address | SSN | DOB |
|---|---|---|---|
| **Navin Dimond** | [redacted] | [redacted] | [redacted] |

| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
|---|---|---|---|---|
| Manager | 0% | ◉ Yes ○ No | ◉ Yes ○ No | ○ Yes ◉ No |

| Name of Principal | Residential Address | SSN | DOB |
|---|---|---|---|
| | | | |

| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
|---|---|---|---|---|
| | | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |

| Name of Principal | Residential Address | SSN | DOB |
|---|---|---|---|
| | | | |

| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
|---|---|---|---|---|
| | | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |

APPLICATION FOR A TRANSFER OF LICENSE

## 6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

| Name of Principal | Residential Address | SSN | DOB |
|---|---|---|---|
| | | | |

| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
|---|---|---|---|---|
| | | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |

| Name of Principal | Residential Address | SSN | DOB |
|---|---|---|---|
| | | | |

| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
|---|---|---|---|---|
| | | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |

| Name of Principal | Residential Address | SSN | DOB |
|---|---|---|---|
| | | | |

| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
|---|---|---|---|---|
| | | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |

Additional pages attached? ◉ Yes ○ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. ○ Yes ◉ No

### 6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

| Name | License Type | License Name | Municipality |
|---|---|---|---|
| See Attached | | | |
| | | | |
| | | | |

### 6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒
If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

| Name | License Type | License Name | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

## 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6Aor 6B ever been suspended, revoked or cancelled?
Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

| Date of Action | Name of License | City | Reason for suspension, revocation or cancellation |
|---|---|---|---|
| | See Attached | | |
| | | | |
| | | | |

## 7. CORPORATE STRUCTURE

Entity Legal Structure: LLC

Date of Incorporation: 01/10/2012

State of Incorporation: Delaware

Is the Corporation publicly traded? ○ Yes ◉ No

## 8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- 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.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises: Lease

Landlord Name: LVP RI Needham Holding Corp.

Landlord Phone: (732) 612-1444 (FAX)

Landlord Email:

Landlord Address: 1985 Cedar Bridge Avenue, Suite 1, Lakewood, NJ 08701 Attn: Joseph E. Teichman, Esq.

Lease Beginning Date: 4/27/2018

Rent per Month: $2,000

Lease Ending Date: Until terminated

Rent per Year:

Will the Landlord receive revenue based on percentage of alcohol sales? ○ Yes ◉ No

## 9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name: Caroline O'Connell

Phone: 781.640.4340

Title: Attorney

Email: [redacted]

## 10. FINANCIAL DISCLOSURE

| | |
|---|---|
| A. Purchase Price for Real Estate | $12.2Million |
| B. Purchase Price for Business Assets | |
| C. Other* (Please specify) | |
| D. Total Cost | $12.2 Million |

*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

| Name of Contributor | Amount of Contribution |
|---|---|
| RFM Aquisitions, LLC | 20% ($2,440,000) - Funded from Bank Account. Bank Letter attached. |
| TI V Stonebridge HoldCo FinanceCo, LLC | 55% ($6,671,000) - Funded from Bank Account. Bank Letter attached. |
| | |
| | |
| Total: | $9,075,000 |

SOURCE OF FINANCING

Please provide signed financing documentation.

| Name of Lender | Amount | Type of Financing | Is the lender a licensee pursuant to M.G.L. Ch. 138. |
|---|---|---|---|
| | | | ○ Yes ○ No |
| | | | ○ Yes ○ No |
| | | | ○ Yes ○ No |
| | | | ○ Yes ○ No |

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

The parties list above are funding their acquisition of ownership interests in the Licensee's parent company in cash from their bank accounts. SRA HoldCo, LLC, Navin Dimond and Rita Dimond are funding through a capital contribution of interests they own in other entities.

## 11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ○ Yes ◉ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

## 12. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name: Michael Gendrin  Date of Birth: [redacted]  SSN: [redacted]

Residential Address: [redacted]

Email: michael.gendrin@marriott.com  Phone: [redacted]

Please indicate how many hours per week you intend to be on the licensed premises: 40

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* ◉ Yes ○ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

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

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

| Date | Municipality | Charge | Disposition |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

| Start Date | End Date | Position | Employer | Supervisor Name |
|---|---|---|---|---|
| 03/2020 | present | General Manager | Stonebridge Companies | Sharad Chand |
| 11/2019 | 03/2020 | General Manager | Island Hospitality | Denise Rubin |
| 07/2007 | 11/2019 | General Manager | Colwen Hotels | Kimberly Tobias |
| 06/2006 | 07/2007 | General Manager | Hersha Hotels | Jeff Day |

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ◉ Yes ○ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

| Date of Action | Name of License | State | City | Reason for suspension, revocation or cancellation |
|---|---|---|---|---|
| 03/2020 | Needham 365 Bev, LLC | MA | Needham | Violation of MGL c.138, §34 |
| 12/1/2021 | Needham 365 Bev, LLC | MA | Needham | Violation of MGL c.138, s34 |
| | | | | |

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

Manager's Signature: [signature]  Date: 4/27/2022

## 13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? ○ Yes ◉ No
If yes, please fill out section 13.
Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does **not** pertain to a liquor license manager that is employed directly by the entity.*

## 13A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

| Entity Name | Address | Phone |
|---|---|---|
| | | |

| Name of Principal | Residential Address | SSN | DOB |
|---|---|---|---|
| | | | |

| Title and or Position | Percentage of Ownership | Director | US Citizen | MA Resident |
|---|---|---|---|---|
| | | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |

| Name of Principal | Residential Address | SSN | DOB |
|---|---|---|---|
| | | | |

| Title and or Position | Percentage of Ownership | Director | US Citizen | MA Resident |
|---|---|---|---|---|
| | | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |

| Name of Principal | Residential Address | SSN | DOB |
|---|---|---|---|
| | | | |

| Title and or Position | Percentage of Ownership | Director | US Citizen | MA Resident |
|---|---|---|---|---|
| | | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |

| Name of Principal | Residential Address | SSN | DOB |
|---|---|---|---|
| | | | |

| Title and or Position | Percentage of Ownership | Director | US Citizen | MA Resident |
|---|---|---|---|---|
| | | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |

CRIMINAL HISTORY
Has any individual identified above ever been convicted of a State, Federal or Military Crime? ○ Yes ○ No
If yes, attach an affidavit providing the details of any and all convictions.

## 13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

| Name | License Type | License Name | Municipality |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

## 13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

| Name | License Type | License Name | Municipality |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

## 13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

| Licensee Name | License Type | Municipality | Date(s) of Agreement |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

## 13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

## 13F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee? Yes ☐ No ☐

b. Will the licensee retain control of the business finances? Yes ☐ No ☐

c. Does the management entity handle the payroll for the business? Yes ☐ No ☐

d. Management Term Begin Date _____ e. Management Term End Date _____

f. How will the management company be compensated by the licensee? (check all that apply)

☐ $ per month/year (indicate amount) _____

☐ % of alcohol sales (indicate percentage) _____

☐ % of overall sales (indicate percentage) _____

☐ other (please explain) _____

**ABCC Licensee Officer/LLC Manager**

Signature: _____

Title: _____

Date: _____

**Management Agreement Entity Officer/LLC Manager**

Signature: _____

Title: _____

Date: _____

## ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

# APPLICANT'S STATEMENT

I, Navin Dimond (Authorized Signatory) the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager

of 365 Management Company, LLC (Name of the Entity/Corporation)

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: Navin Dimond Date: 2/24/2022

Title: Navin Dimond

# ADDENDUM A

## 6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name: 365 Partner, LLC

Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed):

| Name of Principal | Residential Address | SSN | DOB | Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
|---|---|---|---|---|---|---|---|---|
| Stonebridge Companies, LLC | 9100 E. Panorama Dr., #300, Centennial, CO 80112 | | | Member | 100% | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |
| | | | | | | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |
| | | | | | | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |
| | | | | | | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |
| | | | | | | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |
| | | | | | | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |
| | | | | | | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |
| | | | | | | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |
| | | | | | | ○ Yes ○ No | ○ Yes ○ No | ○ Yes ○ No |

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. ○ Yes ○ No

ADDENDUM A

6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name
Stonebridge Companies, LLC

Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)

Name of Principal
Stonebridge Companies Holdings, LLC
Residential Address
9100 E. Panorama Dr., #300, Centennial, CO 80112
SSN
DOB
Title and or Position
Member
Percentage of Ownership
100%
Director/ LLC Manager ○ Yes ○ No
US Citizen ○ Yes ○ No
MA Resident ○ Yes ○ No

Name of Principal
Residential Address
SSN
DOB
Title and or Position
Percentage of Ownership
Director/ LLC Manager ○ Yes ○ No
US Citizen ○ Yes ○ No
MA Resident ○ Yes ○ No

Name of Principal
Residential Address
SSN
DOB
Title and or Position
Percentage of Ownership
Director/ LLC Manager ○ Yes ○ No
US Citizen ○ Yes ○ No
MA Resident ○ Yes ○ No

Name of Principal
Residential Address
SSN
DOB
Title and or Position
Percentage of Ownership
Director/ LLC Manager ○ Yes ○ No
US Citizen ○ Yes ○ No
MA Resident ○ Yes ○ No

Name of Principal
Residential Address
SSN
DOB
Title and or Position
Percentage of Ownership
Director/ LLC Manager ○ Yes ○ No
US Citizen ○ Yes ○ No
MA Resident ○ Yes ○ No

Name of Principal
Residential Address
SSN
DOB
Title and or Position
Percentage of Ownership
Director/ LLC Manager ○ Yes ○ No
US Citizen ○ Yes ○ No
MA Resident ○ Yes ○ No

Name of Principal
Residential Address
SSN
DOB
Title and or Position
Percentage of Ownership
Director/ LLC Manager ○ Yes ○ No
US Citizen ○ Yes ○ No
MA Resident ○ Yes ○ No

Name of Principal
Residential Address
SSN
DOB
Title and or Position
Percentage of Ownership
Director/ LLC Manager ○ Yes ○ No
US Citizen ○ Yes ○ No
MA Resident ○ Yes ○ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.
○ Yes ○ No

# ADDENDUM A

## 6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name: Stonebridge Companies Holdings, LLC

Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed):

| Name of Principal | Residential Address | Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident | SSN | DOB |
|---|---|---|---|---|---|---|---|---|
| **Navin Dimond** | [redacted] | Manager | 0.25% | ◉ Yes ○ No | ◉ Yes ○ No | ○ Yes ○ No | | |
| **Michael Winston** | [redacted] | Manager | 0% | ◉ Yes ○ No | ◉ Yes ○ No | ○ Yes ◉ No | | |
| **Michael Recht** | [redacted] | Manager | 0% | ◉ Yes ○ No | ◉ Yes ○ No | ○ Yes ◉ No | | |
| **Luke Doramus** | [redacted] | Manager | 0% | ◉ Yes ○ No | ◉ Yes ○ No | ○ Yes ◉ No | | |
| **See attached for members** | | | 0% | ◉ Yes ○ No | ◉ Yes ○ No | ○ Yes ◉ No | | |
| **James Abrahamson** | [redacted] | Manager | 0% | ◉ Yes ○ No | ◉ Yes ○ No | ○ Yes ◉ No | | |
| **Jason Gaede** | [redacted] | Manager | 0% | ◉ Yes ○ No | ◉ Yes ○ No | ○ Yes ◉ No | | |

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? ○ Yes ◉ No

If yes, attach an affidavit providing the details of any and all convictions.

## Stonebridge Companies Holdings, LLC

### Members

TI V StoneBridge HoldCo FinanceCo, LLC 55%
Park Avenue Tower, 65 E. 55th Street, New York, NY 10022

RFM Acquisitions, LLC 20%
c/o Related Fund Management, 30 Hudson Yards, New York, NY 10001

SRA Holdco LLC 24.5%
9100 E. Panorama Dr., #300, Centennial, CO 80112

Rita Dimond 0.25%
[redacted]

Navin Dimond 0.25%
[redacted]

F

# The Commonwealth of Massachusetts

**William Francis Galvin**
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

## Foreign Limited Liability Company
## Application for Registration
**(General Laws Chapter 156C, Section 48)**

Federal Identification No.: _____

(1a) The exact name of the limited liability company:

Needham 365 Bev, LLC

(1b) If different, the name under which it proposes to do business in the Commonwealth of Massachusetts:

N/A

(2) The jurisdiction* where the limited liability company was organized:

Delaware

(3) The date of organization in that jurisdiction: 12/5/2017

(4) The general character of the business the limited liability company proposes to do in the Commonwealth:

Hotel/Lodging/Food & Beverage

(5) The business address of its principal office:

9100 East Panorama Drive # 300
Centennial CO 80112

(6) The business address of its principal office in the Commonwealth, if any:

None

(7) The name and business address, if different from principal office location, of each manager:

N/A

(8) The name and business address of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

| NAME | ADDRESS |
|---|---|
| Navin C. Dimond | 9100 East Panorama Drive # 300<br>Centennial CO 80112 |

(9) The name and street address of the resident agent in the Commonwealth:

| | |
|---|---|
| Corporation Service Company | 84 State Street<br>Boston, MA 02109 |

(10) The latest date of dissolution, if specified: N/A

(11) Additional matters:

Signed by *(by at least one authorized signatory)*: Navin Dimond

I Corporation Service Company, resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c156C § 48 (or attach resident agent's consent hereto).

** Attach a certificate of existence or good standing issued by an officer or agency properly authorized in home state.*

# Delaware

The First State



I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NEEDHAM 365 BEV, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF FEBRUARY, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "NEEDHAM 365 BEV, LLC" WAS FORMED ON THE FIFTH DAY OF DECEMBER, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.

6647537 8300

Authentication: 202103332

# 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 07, 2018 03:18 PM

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

F

# The Commonwealth of Massachusetts

**William Francis Galvin**
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

## Foreign Limited Liability Company
## Application for Registration
**(General Laws Chapter 156C, Section 48)**

Federal Identification No.: _____

(1a) The exact name of the limited liability company:

365 Management Company, LLC

(1b) If different, the name under which it proposes to do business in the Commonwealth of Massachusetts:

_____

(2) The jurisdiction* where the limited liability company was organized:

Delaware

(3) The date of organization in that jurisdiction: 1/10/2012

(4) The general character of the business the limited liability company proposes to do in the Commonwealth:

Hotel/hospitality management

(5) The business address of its principal office:

9100 East Panorama Drive, Suite 300
Centennial CO 80112

(6) The business address of its principal office in the Commonwealth, if any: N/A

(7) The name and business address, if different from principal office location, of each manager:

No Managers

(8) The name and business address of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

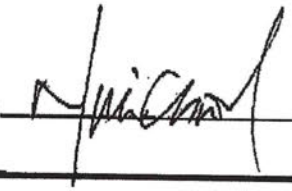
| NAME | ADDRESS |
|---|---|
| Navin C. Dimond | 9100 East Panorama Drive #300, Centennial CO 80112 |

(9) The name and street address of the resident agent in the Commonwealth:

Corporation Service Company
84 State Street
Boston, MA 02109

(10) The latest date of dissolution, if specified: _____

(11) Additional matters:

Signed by *(by at least one authorized signatory)*: 

I, Corporation Service Company, resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c156C § 48 (or attach resident agent's consent hereto).

* Attach a certificate of existence or good standing issued by an official custodian of records in the jurisdiction of organization.

# Delaware

The First State



I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "365 MANAGEMENT COMPANY, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF APRIL, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "365 MANAGEMENT COMPANY, LLC" WAS FORMED ON THE TENTH DAY OF JANUARY, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

Jeffrey W. Bullock, Secretary of State

5093276 8300

SR# 20162618030

Authentication: 202221186

Date: 04-27-16

# 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:

April 29, 2016 03:13 PM

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:38 PM 01/10/2012
FILED 02:23 PM 01/10/2012
SRV 120030791 - 5093300 FILE

# CERTIFICATE OF FORMATION

## OF

## 365 Partner, LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

**FIRST:** The name of the limited liability company (hereinafter called the "limited liability company") is: 365 Partner, LLC

**SECOND:** The address of the registered office of the limited liability company in the State of Delaware is located at: 108 West 13th Street, Wilmington, Delaware 19801. Located in the County of New Castle. The name of the registered agent at that address is Business Filings Incorporated

**THIRD:** The duration of the limited liability company shall be perpetual.

**FOURTH:** The name and address of the manager is:

Navin C. Dimond, 9100 E. Panorama Drive #300, Englewood, Colorado 80112

Executed on January 10, 2012

Business Filings Incorporated,
Authorized Person
Mark Williams, A.V.P.

# Delaware

The First State



*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "STONEBRIDGE COMPANIES HOLDINGS, LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF NOVEMBER, A.D. 2021, AT 1 O`CLOCK P.M.*

Jeffrey W. Bullock, Secretary of State

6425985 8100
SR# 20213911231

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204819743
Date: 11-30-21

CERTIFICATE OF FORMATION
OF
STONEBRIDGE COMPANIES HOLDINGS, LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST. The name of the limited liability company is Stonebridge Companies Holdings, LLC.

SECOND. The address of its registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

THIRD. This Certificate of Formation shall be effective on the date of filing with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of November 23, 2021.

By: _____
Navin C. Dimond
AUTHORIZED PERSON

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:00 PM 11/29/2021
FILED 01:00 PM 11/29/2021
SR 20213911231 - File Number 6425985

# Delaware

The First State



I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "STONEBRIDGE COMPANIES, LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF NOVEMBER, A.D. 2021, AT 1:06 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

6412022 8100
SR# 20213911224

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204819787
Date: 11-30-21

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:06 PM 11/29/2021
FILED 01:06 PM 11/29/2021
SR 20213911224 - File Number 6425981

# CERTIFICATE OF FORMATION
# OF
# STONEBRIDGE COMPANIES, LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST. The name of the limited liability company is Stonebridge Companies, LLC.

SECOND. The address of its registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

THIRD. This Certificate of Formation shall be effective on the date of filing with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of November 23, 2021.

By: _____
Navin C. Dimond
AUTHORIZED PERSON

**EXECUTION VERSION**

# PURCHASE AGREEMENT

by and among

SRA Holdco, LLC, Navin Dimond and Rita Dimond, as Sellers,

Stonebridge Realty Advisors, Inc., as an additional Seller Party,

Stonebridge Companies Holdings, LLC, as HoldCo,

Stonebridge Companies, LLC, as OpCo,

TI V Stonebridge HoldCo FinanceCo, LLC, as Buyer 1,

RREF III Metronome OpCo LLC, as Buyer 2,

SRA Holdco, LLC, in its capacity as Seller Representative, and

TI V Stonebridge HoldCo FinanceCo, LLC, in its capacity as Buyer Representative

Dated as of February 18, 2022

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PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "Agreement"), dated as of February 18, 2022, is by and among

(i) SRA HoldCo, LLC, a Delaware limited liability company ("SRA HoldCo"), Navin Dimond, an individual resident of the State of Colorado ("N. Dimond"), and Rita Dimond, an individual resident of the State of Colorado ("R. Dimond" and together with N. Dimond and SRA HoldCo, each a "Seller" and collectively "Sellers"),

(ii) Stonebridge Realty Advisors, Inc., a Colorado corporation ("SRA Inc." and together with Sellers, each a "Seller Party" and collectively "Seller Parties"),

(iii) Stonebridge Companies Holdings, LLC, a Delaware limited liability company ("HoldCo"),

(iv) Stonebridge Companies, LLC, a Delaware limited liability company ("OpCo"),

(v) TI V Stonebridge HoldCo FinanceCo, LLC, a Delaware limited liability company ("Buyer 1"),

(vi) RREF III Metronome OpCo LLC, a Delaware limited liability company ("Buyer 2" and, together with Buyer 1, "Buyers"),

(vii) SRA HoldCo, in its capacity as Seller Representative, and

(viii) Buyer 1, in its capacity as Buyer Representative.

WHEREAS, as of the date hereof and as further described on Exhibit B, Seller Parties are the direct and indirect beneficial owners of 100% of the issued and outstanding equity interests of each of the Persons set forth on Exhibit B (such Persons, together with HoldCo and OpCo, the "Acquired Companies");

WHEREAS, as of the date hereof, (i) SRA HoldCo owns 100% of the issued and outstanding membership interests of HoldCo (the "HoldCo Interests"), and (ii) HoldCo is the direct parent company and beneficial owner of 100% of the issued and outstanding membership interests of OpCo;

WHEREAS, in connection with, and as a condition precedent to, the consummation of the Transactions (as defined below), the parties hereto desire that Seller Parties cause the transactions described on Exhibit A (such transactions, collectively, the "Pre-Closing Restructuring") to be fully consummated prior to the Closing;

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, Buyer 1 desires to make a cash contribution to HoldCo in exchange for the issuance by HoldCo of HoldCo Interests that will represent 55% of the HoldCo Interests after giving effect to the Redemption (the "Buyer 1 Acquired Interests"), and Buyer 2 desires to make a cash contribution to HoldCo in exchange for the issuance by HoldCo of HoldCo Interests that will represent 20% of the HoldCo

Interests after giving effect to the Redemption (the "Buyer 2 Acquired Interests" and, together with the Buyer 1 Acquired Interests, the "Acquired Interests");

WHEREAS, in exchange for such capital contributions by Buyer 1 and Buyer 2, Sellers and HoldCo desire that the Acquired Interests be issued to Buyers and that HoldCo redeem the HoldCo Interests held by Sellers as set forth on Exhibit C (the "Redemption"); and

WHEREAS, HoldCo is governed by that certain Limited Liability Company Agreement of HoldCo dated as of November 29, 2021 (the "Existing HoldCo Operating Agreement"), and concurrently with the Closing, Buyers and Sellers desire to amend and restate the Existing HoldCo Operating Agreement in its entirety and enter into an Amended and Restated Limited Liability Company Agreement of HoldCo in substantially the form attached hereto as Exhibit D (the "HoldCo A&R Operating Agreement").

NOW, THEREFORE, in consideration of the premises and mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

## ARTICLE I

## Purchase and Sale

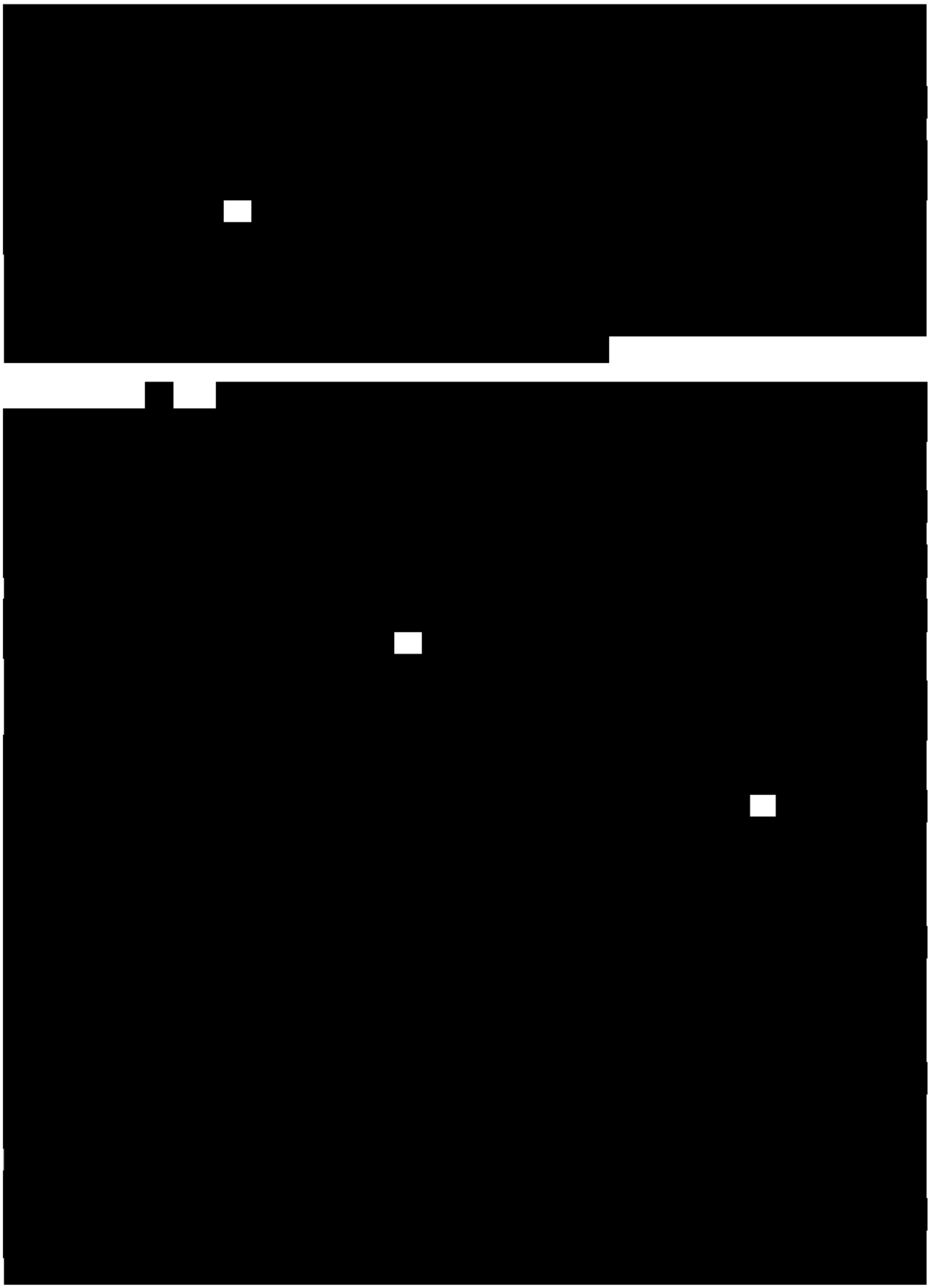
### Section 1.01 Purchase and Sale; Aggregate Purchase Price; Withholding.

(a) On the terms and subject to the conditions hereof, at the Closing, HoldCo shall, and Sellers shall cause HoldCo to, (i) issue and deliver to Buyer 1, free and clear of any Liens (other than Liens imposed by applicable securities Laws), the Buyer 1 Acquired Interests in exchange for a cash contribution by Buyer 1 to HoldCo in an amount equal to the Buyer 1 Percentage of the Aggregate Purchase Price, subject to adjustment as provided in Section 1.04, payable as set forth in Section 1.03, (ii) issue and deliver to Buyer 2, free and clear of any Liens (other than Liens imposed by applicable securities Laws), the Buyer 2 Acquired Interests in exchange for a cash contribution by Buyer 2 to HoldCo in an amount equal to the Buyer 2 Percentage of the Aggregate Purchase Price, subject to adjustment as provided in Section 1.04, payable as set forth in Section 1.03, and (iii) immediately after receipt of the Aggregate Purchase Price, using the proceeds therefrom, consummate the Redemption. Such cash contributions, the issuance of the Acquired Interests, the Redemption and the other transactions contemplated by this Agreement and the Ancillary Agreements are referred to herein as the "Transactions."

[redacted]

Section 1.02 Closing Date. The closing of the Transactions (the "Closing") shall take place via the electronic exchange of documents and signature pages at 10:00 a.m., New York time, on the third Business Day after the date on which each of the conditions set forth in Article VI is satisfied or, to the extent permitted by Law, waived by the party entitled to waive such condition (except for any conditions that by their nature can only be satisfied on the Closing Date, but subject to the satisfaction of such conditions or waiver by the party entitled to waive such conditions), or at such other time or date as agreed to in writing by Buyer Representative and Seller Representative. The date on which the Closing actually occurs is referred to herein as the "Closing Date".

[redacted]



(a)

[redacted]

(c)

[redacted]

Section 1.06 Intended Tax Treatment. For U.S. federal and applicable state and local income tax purposes, the parties hereto agree to treat and report the capital contributions by Buyers in exchange for the Acquired Interests in combination with the Redemption as disguised sales of partnership interests in HoldCo by Sellers to Buyers pursuant to Section 707(a)(2)(B) of the Code. No party hereto shall take a position on any income Tax Return that contradicts this intended Tax treatment unless there is a final determination pursuant to Section 1313 of the Code (or analogous provisions of applicable state and local Tax Laws) requiring a treatment that is inconsistent with the intended Tax treatment described herein.

## ARTICLE II

## Representations and Warranties Relating to Seller Parties

As an inducement to Buyers to enter into this Agreement and to consummate the Transactions, each Seller Party (other than R. Dimond, who makes such representations and warranties severally only as to herself) hereby, jointly and severally, represents and warrants to Buyers, as of the date hereof and as of the Closing Date as though made on the Closing Date, in each case after giving effect to the Pre-Closing Restructuring (provided that no representations and warranties are made with respect to any "Excluded Assets and Liabilities" described on Exhibit A), except to the extent such representations and warranties expressly relate to another date (in which case as of such other date), as follows:

Section 2.01 Organization, Standing and Power. Each Seller Party that is an entity is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is organized. Each such Seller Party made available to Buyers true and complete copies of its governing documents, in each case as amended through the date hereof. Each such Seller Party has full power and authority and possesses all Permits necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct its businesses as presently conducted.

Section 2.02 Authority; Execution and Delivery; Enforceability. Each Seller Party has full power, authority and capacity to execute this Agreement and the Ancillary Agreements to which it is, or is specified to be, a party and to consummate the Transactions. The execution and delivery by each Seller Party of this Agreement and the Ancillary Agreements to which it is, or is specified to be, a party and the consummation by it of the Transactions have been duly and validly authorized by all necessary action on the part of such Seller Party. Each Seller Party has duly executed and delivered this Agreement and, at or before the Closing, will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and this Agreement constitutes, and each Ancillary Agreement to which it is, or is specified to be, a party will after the Closing constitute, its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as limited by applicable Laws affecting the enforcement of creditors' rights generally or by general equitable principles.

Section 2.03 No Conflicts; Consents. Except as set forth on Schedule 2.03, the execution and delivery by each Seller Party hereof do not, the execution and delivery by it of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Transactions and compliance by it with the terms hereof and thereof will not contravene, conflict with, or result in any material violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any material obligation, to a right to challenge the Transactions or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any material Lien upon any of its properties or assets under, any provision of (a) any Contract to which it is a party or by which any of its properties or assets is bound (which, for clarity purposes only, does not include Company Contracts), or (b) any Judgment or Law applicable to such Person or its properties or assets. Other than compliance with the HSR Act, except as set forth on Schedule 2.03, no material consent, approval, waiver, license, permit, franchise, authorization or Judgment ("Consent") of, or registration, declaration, notice, report, submission or other filing ("Filing") with, any Governmental Entity is required to be obtained or made by or with respect to any Seller Party in connection with the execution, delivery and performance hereof or any Ancillary Agreement or the consummation of the Transactions.

Section 2.04 Proceedings. There are no Proceedings pending, or to the Knowledge of Sellers, threatened against any Seller Party which would, individually or in the aggregate, reasonably be expected to materially impair the ability of any Seller Party to perform its obligations hereunder or prevent or delay the consummation of any of the Transactions. No Seller Party is subject to any outstanding Judgment that would, individually or in the aggregate, reasonably be expected to materially impair the ability of such Person to perform its obligations hereunder or prevent or delay the consummation of any of the Transactions.

Section 2.05 Brokers. No agent, broker, finder, financial advisor, intermediary, consultant, investment banker or other Person acting on behalf of a Seller Party is entitled to any brokerage, finder's or other fee or commission, directly or indirectly, in connection with the Transactions.

## ARTICLE III

## Representations and Warranties Relating to the Acquired Companies

As an inducement to Buyers to enter into this Agreement and consummate the Transactions, each Seller Party (other than R. Dimond, who makes only those representations and warranties set forth in Section 3.02(a) and severally only as to herself) hereby, jointly and severally, represents and warrants to Buyers, as of the date hereof and as of the Closing Date as though made on the Closing Date, in each case after giving effect to the Pre-Closing Restructuring (provided, that no representations and warranties are made with respect to any "Excluded Assets and Liabilities" described on Exhibit A), except to the extent such representations and warranties expressly relate to another date (in which case as of such other date) as follows:

### Section 3.01 Organization, Standing and Power; Books and Records.

(a) Each of the Acquired Companies is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is organized, which jurisdiction is set forth in Schedule 3.01(a). Each of the Acquired Companies has all requisite power and authority to own, lease or otherwise hold its properties and assets and to conduct its business as presently conducted. Each of the Acquired Companies is duly qualified and in good standing to do business in each jurisdiction in which the conduct or nature of its business or the ownership, leasing or holding of its properties makes such qualification necessary, except where the failure to be so qualified or in good standing would not have a Company Material Adverse Effect. A true and complete list of the jurisdictions in which the Acquired Companies are so qualified is set forth in Schedule 3.01(a).

(b) Seller Parties have delivered to Buyers true and complete copies of the certificate or articles of incorporation or formation and by-laws or operating agreement (or comparable documents), each as amended to date, of each Acquired Company. All such organizational documents are in full force and effect and none of the Acquired Companies are in violation of their respective organizational documents. The transfer books and the minute books of the Acquired Companies, if any, all of which have been made available to Buyers, are true and complete. At the Closing, all such books will be in the possession of HoldCo, OpCo or the applicable Acquired Company.

### Section 3.02 Capitalization of the Acquired Companies; Acquired Interests.

(a) Schedule 3.02(a) sets forth for each Acquired Company the amount of its outstanding capital stock or other equity securities and the record and beneficial owners of its outstanding capital stock or other equity securities (i) as of the date hereof and (ii) after giving effect to the Pre-Closing Restructuring, and there are no other shares of capital stock or other

equity securities of the Acquired Companies issued, reserved for issuance or outstanding. As of the date hereof, all of the outstanding equity securities and other securities of each Acquired Company are owned of record and beneficially by Seller Parties as set forth on Schedule 3.02(a), and following the Pre-Closing Restructuring will be owned of record and beneficially by Buyers and Seller Parties as set forth on Schedule 3.02(a) (with respect to HoldCo), HoldCo (with respect to OpCo) or OpCo (with respect to the Acquired Companies other than HoldCo and OpCo and the Acquired Companies that are beneficially owned indirectly by OpCo as set forth on Schedule 3.02(a)), free and clear of all Liens (other than Liens imposed by applicable securities Laws). No legend or other reference to any purported Lien appears upon any certificate representing any equity securities or other securities of any Acquired Company. All the outstanding shares of capital stock or other equity securities of each Acquired Company are duly authorized, validly issued, fully paid and nonassessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, or subscription right, the certificate or articles of incorporation or formation or by-laws or operating agreement (or comparable documents) of any Acquired Company or any Contract to which any Acquired Company is a party or otherwise bound. There is no Voting Debt or Convertible Securities of any Acquired Company. There are not any outstanding contractual obligations of any Acquired Company to repurchase, redeem or otherwise acquire any capital stock, membership interests, partnership interests, joint venture interests or other equity interests of any Acquired Company.

(b) Other than as set forth on Schedule 3.02(b) or as contemplated by the Pre-Closing Restructuring, no Acquired Company owns or has the right to acquire, directly or indirectly, any of the capital stock, membership interests, partnership interests, joint venture interests or other equity interests in any Person.

(c) The Acquired Interests, when issued to Buyers, will be duly authorized, validly issued, fully paid and nonassessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, or subscription right, the certificate of formation of HoldCo or the Existing HoldCo Operating Agreement and will be issued free and clear of all Liens (other than Liens imposed by applicable securities Laws or under the governing documents of the applicable Acquired Company).

Section 3.03 Authority; Execution and Delivery; Enforceability. Each Acquired Company has the requisite limited liability company power and authority to execute and deliver this Agreement (in the case of HoldCo and OpCo) and the Ancillary Agreements to which it is, or is specified to be, a party and to consummate the Transactions. The execution and delivery by each of HoldCo and OpCo hereof and by each of the Acquired Companies of the Ancillary Agreements to which it is, or is specified to be, a party and the consummation by the Acquired Companies of the Transactions have been duly authorized by all necessary limited liability company action. Each of HoldCo and OpCo has duly executed and delivered this Agreement, and at or before the Closing each of the Acquired Companies will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and this Agreement constitutes, and each Ancillary Agreement to which it is, or is specified to be, a party will after the Closing constitutes, its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as limited by Laws affecting the enforcement of creditors' rights generally or by general equitable principles.

Section 3.04 No Conflicts; Consents. Except as set forth on Schedule 3.04, the execution and delivery by Seller Parties, HoldCo and OpCo hereof do not, the execution and delivery by Seller Parties and the Acquired Companies of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Transactions and compliance by Seller Parties and the Acquired Companies with the terms hereof and thereof will not contravene, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation, to a right to challenge the Transactions or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any Lien upon any of the properties or assets of any Acquired Company under, any provision of (a) the certificate or articles of incorporation or formation or by-laws or operating agreement (or comparable documents) of any Acquired Company, (b) any Company Contract or Benefit Plan to which any Acquired Company is a party or by which any of their respective properties or assets is bound or (c) any Permit, Judgment or Law applicable to any Acquired Company or their respective properties or assets, except, with respect to (b) and (c), such violation or other default that would not reasonably be expected to be material to the Acquired Companies, taken as a whole. Other than compliance with the HSR Act and except as set forth on Schedule 3.04, no material Consent of, or Filing with, any Governmental Entity is required to be obtained or made by or with respect to any Acquired Company in connection with the execution, delivery and performance hereof or any Ancillary Agreement or the consummation of the Transactions.

Section 3.05 Financial Statements.

(a) Except as set forth on Schedule 3.05(a), all material transactions to which each Acquired Company has been a party are properly reflected in the books, accounts and records of the Acquired Companies. Schedule 3.05(a) sets forth: (i) the audited balance sheet of (A) SRA Inc., (B) Stonebridge Hospitality Associates, LLC and (C) 365 Hospitality Associates, LLC, in each case as of each of December 31, 2020 and December 31, 2019, and in each case the related audited statement of income and statement of cash flows for each of the years ended December 31, 2020 and December 31, 2019, (ii) the unaudited balance sheets of each of the Acquired Companies (other than SRA Inc., HoldCo and OpCo) as of December 31, 2020 and December 31, 2019, and the related unaudited statements of income and statements of cash flows for each of the years ended December 31, 2020 and December 31, 2019, and (iii) the unaudited balance sheets of each of SRA Inc. and the Acquired Companies (other than HoldCo and OpCo) as of December 31, 2021 (collectively, the "Interim Balance Sheets") and the related unaudited statements of income and statements of cash flows for the year ended December 31, 2021 (the financial statements described in the forgoing clauses (i), (ii) and (iii), including the notes thereto, collectively, the "Financial Statements"). Except as set forth on Schedule 3.05(a), the Financial Statements: (A) have been prepared from the books and records of the Acquired Companies covered thereby; and (B) fairly present in all material respects the financial condition and the results of operations of the Acquired Companies covered thereby as of the respective dates of and for the periods referred to in the Financial Statements, subject, in the case of interim Financial Statements, to normal and recurring year-end adjustments (the effect of which will not, individually or in the aggregate, be material) and the absence of notes (that, if presented, would not differ materially from those included in the year-end Financial Statements). The Financial Statements have been prepared in accordance with the Acquired Companies' historical accounting principles described in the audited Financial Statements consistently applied throughout the periods covered thereby. There are no

Material Weaknesses or Significant Deficiencies in the Acquired Companies' internal controls likely to adversely affect in any material respect such Persons' ability to record, process, summarize and report financial information.

(b) Except as set forth on Schedule 3.05(b), the Acquired Companies have established and maintain a system of internal accounting controls that are effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements, including policies and procedures that (i) require the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Acquired Companies; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements and that receipts and expenditures of the Acquired Companies are being made only in accordance with appropriate authorizations of the Acquired Companies' management and/or board of managers or directors, as applicable; and (iii) provide reasonable comfort regarding prevention or timely detection of unauthorized acquisition, use or disposition of the assets of the Acquired Companies. The Acquired Companies' independent accounting firm has not identified or been made aware of any fraud by the Acquired Companies' management or other employees who have a role in the preparation of financial statements or the internal control over financial reporting utilized by the Acquired Companies.

(c) All accounts payable and notes payable reflected on the Financial Statements, and all accounts payable and notes payable arising from or otherwise relating to the operations of the Acquired Companies as of the Closing Date, (i) relate to the business of the Acquired Companies, (ii) arose in bona fide arm's length transactions in the Ordinary Course of Business and (ii) are not delinquent by more than sixty (60) days in payment. Since the date of the Interim Balance Sheets, the Acquired Companies have paid their accounts payable in the Ordinary Course of Business and have not materially delayed any such payments.

(d) All operating expenses reflected on the Financial Statements (i) represent all cash payments for the Acquired Companies' business made during the periods presented, (ii) have been paid consistently throughout the periods presented with no material delays or changes in timing of payments, (iii) represent bona fide costs for the operation of the Acquired Companies' business, (iv) capture all cash operating cost required to operate the Acquired Companies' business in the Ordinary Course of Business and (iv) are paid on or before the due date for such expenses.

(e) All revenue reflected on the Financial Statements (i) represents all cash receipts for the Acquired Companies which are operating in nature received during the periods presented, (ii) is consistent with and have been prepared from the books and records of the Acquired Companies, (iii) does not include any cash receipts which are non-recurring in nature or which have not been generated in the Ordinary Course of Business, (iv) represents bona fide arm's length sales transactions and (v) has been billed consistently across the periods presented with no changes in the discounts, rebates or other benefits offered to customers.

(f) Cash reflected on the Financial Statements represents a true and accurate view of all cash related to the operations of Acquired Companies' business, net of any outstanding checks and wires in transit relating to the period presented.

(g) Except as set forth on Schedule 3.05(g), the Acquired Companies do not have any material Liabilities of any nature (whether absolute or contingent, asserted or unasserted, known or unknown, primary or secondary, direct or indirect, and whether or not accrued), except (i) as specifically reflected and adequately reserved against in the Interim Balance Sheets and (ii) for Liabilities incurred in the Ordinary Course of Business since the date of the Interim Balance Sheets (none of which is a Liability for breach of contract, breach of warranty, tort, infringement, violation of Law or that relates to any Proceeding).

(h) Except as set forth on Schedule 3.05(h), no Seller or any Acquired Company has any outstanding Liability under any loan issued pursuant to the provisions of the Paycheck Protection Program under the CARES Act, including the PPP Loans.

(i) Except as set forth on Schedule 3.05(i), no Acquired Company, after giving effect to the Pre-Closing Restructuring, has any Liability in respect of a guarantee of any indebtedness or other Liability of any other Person (other than another Acquired Company).

Section 3.06 Absence of Changes or Events.

(a) Since December 31, 2021, there has not occurred any Effect, and no circumstances exist, that constitute a Company Material Adverse Effect. Since December 31, 2021, the business of the Acquired Companies has been conducted in the Ordinary Course of Business.

(b) During the period beginning on December 31, 2021 and ending on the date hereof, except as set forth on Schedule 3.06(b), no Acquired Company has taken any of the following actions other than actions taken in connection with the Pre-Closing Restructuring:

(i) declared or paid any dividend or made any other distribution to its equityholders whether or not upon or in respect of any equity interest or shares of its capital stock;

(ii) reclassified, combined, split, subdivided, redeemed or otherwise acquired any shares of its capital stock or other equity interests or any Convertible Securities, authorized, issued or sold any capital stock or other equity interests or any Convertible Securities or amended any term of any of its capital stock or other equity interests;

(iii) adopted, became party to, amended, made any discretionary payment under, or terminated any Benefit Plan (or any arrangement that would be a Benefit Plan if in effect as of the date hereof), except as required by Law;

(iv) with respect to only the Corporate Employees, modified the compensation or benefits of any employee or other service provider of any Acquired Company other than in the Ordinary Course of Business;

(v) with respect to only the Corporate Employees, hired or engaged any individual, or terminated the employment or services of any employee or other service provider (other than for cause), whose annual cash compensation is expected to exceed, or

previously exceeded, $75,000 (other than hires of individuals whose annual cash compensation is less than $150,000 to fill open field positions or vacancies);

(vi) initiated, settled, compromised, discharged, waived, released or assigned (A) any material claim, right or Proceeding or (B) any Proceeding that relates to the Transactions, or respond to any regulatory authority in respect of any inquiries or Proceedings by such regulatory authority;

(vii) made any loans, advances or capital contributions to, or investments in, any other Person or extended credit or renewed or forgiven a previously existing extension of credit (directly or indirectly) for the benefit of any Person, in each case other than loans or advances to employees pursuant to Benefit Plans in the Ordinary Course of Business;

(viii) made any change in any method of accounting or accounting practice or policy other than as required by changes in Law or GAAP;

(ix) prepared or filed any Tax Return inconsistent with past practice or, on any such Tax Return, taken any Tax position, made any Tax election, or adopted any method that is inconsistent with positions taken, elections made or methods used in preparing or filing similar Tax Returns in prior periods (including positions, elections or methods that would have the effect of deferring income to periods ending after the Closing Date or accelerating deductions to periods ending on or before the Closing Date), filed any Tax Return for the first time in a jurisdiction or of a type not previously filed, settled or otherwise compromised any claim relating to Taxes, entered into any closing agreement, voluntary disclosure agreement or similar agreement relating to Taxes, otherwise settled any dispute relating to Taxes, surrendered any right to claim a Tax refund, offset or other reduction in Tax Liability, or requested any ruling or similar guidance with respect to Taxes;

(x) acquired by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof or otherwise acquired any assets that are material or entered into any licensing, joint venture or partnership Contracts or arrangements;

(xi) delayed payment of any Liabilities (including accounts payable) beyond their respective due dates or the respective dates when such payments would otherwise be made in the Ordinary Course of Business or accelerated the collection of any debts (including accounts receivable) that are sooner than their respective due dates or the respective dates when such debts would otherwise be collected in the Ordinary Course of Business;

(xii) made any capital expenditure in excess of $100,000 individually or $250,000 in the aggregate;

(xiii) materially changed an existing line of business or entered into any new line of business;

(xiv) acquired any material assets, or sell, lease, license or otherwise disposed of any material assets;

(xv) effected or adopted a plan of complete or partial liquidation, dissolution, mass layoff, merger, consolidation, restructuring, recapitalization or other reorganization of any of the Acquired Companies, or otherwise altered any Acquired Company's structure;

(xvi) sold, assigned, transferred, leased, licensed, encumbered, abandoned or permitted to lapse any of its material Owned IP except for non-exclusive licenses granted in the Ordinary Course of Business, or disclosed any of its trade secrets or other material confidential information to a third party other than in the Ordinary Course of Business pursuant to a written confidentiality agreement; or

(xvii) authorized any of, or committed or agreed to take, whether in writing or otherwise, to do any of, the foregoing actions.

Section 3.07 Title to Assets. The applicable Acquired Company has good and valid title to all the assets reflected on the Annual Balance Sheet or thereafter acquired, other than assets disposed of in the Ordinary Course of Business since the date of the Annual Balance Sheet, in each case free and clear of all Liens other than Permitted Liens. The assets, properties, rights, titles and interests of the Acquired Companies (after giving effect to the Pre-Closing Restructuring) constitute all of the assets, properties, rights, titles and interests necessary to operate the business of the Acquired Companies following the Closing in the manner conducted immediately prior to Closing in all material respects, and no Affiliates of any Acquired Company or any Seller Party (other than the other Acquired Companies) own or hold any assets used primarily or exclusively in the business of the Acquired Companies (after giving effect to the Pre-Closing Restructuring). Each item of material equipment or other personal property owned or used by the Acquired Companies is adequate for the uses to which it is being put and is in satisfactory condition (subject to normal wear and tear). The improvements comprising the Leased Property are structurally sound, are in good condition and repair, and are adequate for the uses to which they are being put, and none of such improvements are in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost to the Acquired Companies taken as a whole. The assets of the Acquired Companies are sufficient for the continued conduct of the business of the Acquired Companies in substantially the same manner as conducted before the date hereof.

Section 3.08 Real Property. (a) No Acquired Company (i) owns any interest in any real property or (ii) is a party to any agreement, obligation, purchase option, right of first refusal, or other contractual right to buy or sell any real property or any interest therein, whether contingent or otherwise. Schedule 3.08(a) sets forth a true, correct and complete list, including the address, of all leases, subleases, sub-subleases, colocation or other agreements (including all master or superior leases, and including all amendments, supplements, modifications, extensions, restatements, renewals, guaranties, and other related agreements with respect thereto) (the "Leases") under which the Acquired Companies use or occupy, now or in the future, any real property (each, a "Leased Property"). The applicable Acquired Company has a valid and subsisting leasehold estate and the right of quiet enjoyment of its Leased Property. With respect to each Lease, no Acquired Company has subleased, assigned or otherwise granted to any other Person the right to use or occupy the

related Leased Property or any portion thereof. There are no renegotiations of, attempts to renegotiate, or outstanding rights to renegotiate any material amounts paid or payable to any Acquired Company under current or completed Leases with any Person, and no such Person has made demand for such renegotiation. Each applicable Acquired Company is the sole legal and equitable owner of the leasehold interest created by the Lease and possesses good and marketable title thereto, free and clear of all Liens (other than Permitted Liens), but subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights. Each Lease is in full force and effect. The Leased Property comprises all of the real property currently used or intended to be used in the business of the Acquired Companies.

(b) Neither the whole nor any part of the Leased Property is subject to any pending suit for condemnation or other taking, appropriation, eminent domain or similar proceeding, or sale or other disposition in lieu of condemnation ("Condemnation") by any Governmental Entity, and, to the Knowledge of Sellers, no such Condemnation or other taking is threatened or contemplated. No Seller Party or Acquired Company has received written notice of any existing defaults under any Lease by any Acquired Company nor, to the Knowledge of Sellers, are there any existing defaults by any other party to any of the Leases, and to the Knowledge of Sellers, no event has occurred which (with notice, lapse of time or both) would constitute a material breach of default under any Lease by any Acquired Company, or to the Knowledge of Sellers, any other party thereto. No Acquired Company owes any brokerage commission or finder's fees with respect to the Leased Property. All Leases have been entered into in the ordinary course of business and are on commercially reasonable terms and, except as set forth on Schedule 3.08(b), there are no Leases with Affiliates. No Acquired Company has assigned, conveyed, transferred, pledged or mortgaged any interest in any of the Leased Property.

(c) The occupancies and uses of the Leased Property comply with all applicable Laws (including zoning Laws) in all material respects and are not in material violation of any thereof; and all certificate(s) of occupancy and all other Permits required by applicable Law for the proper use and operation of the Leased Properties are in full force and effect in all material respects.

Section 3.09 Intellectual Property. After giving effect to the Pre-Closing Restructuring:

(a) Schedule 3.09 sets forth a list of all (i) patents and registrations of other Intellectual Property, including Internet domain names, owned by the Acquired Companies and (ii) all pending applications for registration of other Intellectual Property owned by the Acquired Companies, in both cases after giving effect to the Pre-Closing Restructuring (cases described in clauses (i) and (ii), collectively, the "Company Registered IP"). Each item of Company Registered IP is subsisting, valid and enforceable.

(b) The Acquired Companies own or are licensed to use or otherwise possess legally enforceable rights to use all Intellectual Property used in the conduct of their respective businesses as currently conducted. None of the Acquired Companies or the operation of their businesses infringes, misappropriates, or otherwise violates, or has in the past three (3) years infringed, misappropriated, or otherwise violated, the Intellectual Property any Person. No Person is infringing, misappropriating, or otherwise violating, or has since the Relevant Date infringed,

misappropriated, or otherwise violated any Owned IP. No Proceedings have been asserted or threatened against any of the Acquired Companies: (i) contesting the right of any Acquired Company to use, or the validity of, any of the Intellectual Property used in the conduct of its business, (ii) challenging or questioning the validity or effectiveness of any license or agreement pertaining thereto, or (iii) alleging or asserting that any Acquired Company infringed, misappropriated, or otherwise violated, or was infringing, misappropriating, or otherwise violating, the Intellectual Property of any Person.

(c) The Acquired Companies exclusively own, free and clear of all Liens, other than Permitted Liens, all right, title, and interest in and to the Owned IP. No Owned IP is subject to any outstanding judgment, injunction, order, decree or agreement materially restricting any Acquired Company's use or licensing thereof.

(d) The Acquired Companies have taken commercially reasonable measures to protect the confidentiality of all trade secrets and other material confidential information in the Owned IP. Each current and former employee and contractor of the Acquired Companies who has contributed to or participated in the creation or development of any material Intellectual Property for or on behalf of the Acquired Companies has executed (i) a valid, enforceable and irrevocable assignment in favor of the Acquired Companies of all right, title and interest in any such Intellectual Property, and (ii) confidentiality provisions protecting such all material confidential information of the Acquired Companies.

(e) No Contract to which any Acquired Company is a party would, upon or after Closing, grant or purport to grant to any Person any license, covenant not to sue, or other rights related to Intellectual Property owned by Buyer or any of its Affiliates (other than the Acquired Companies). All Intellectual Property used in or necessary to the conduct of the business of the Acquired Companies as currently conducted shall be owned or available for use by the Acquired Companies immediately after the Closing on terms and conditions identical to those under which the Acquired Companies owned or used such Intellectual Property immediately prior to the Closing.

Section 3.10 Information Technology; Security and Privacy. (a) All information technology and computer systems, including Software, hardware, networks, interfaces, and related systems, relating to the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of data and information, whether or not in electronic format, used in or necessary to the conduct of the business of the Acquired Companies (collectively, "Company IT Systems") have been properly maintained, in all material respects, by technically competent personnel, in accordance with generally accepted industry standards, to ensure proper operation, monitoring and use. The Company IT Systems are in good working condition to effectively perform all information technology operations necessary to conduct the business of the Acquired Companies in all material respects.

(b) Since the Relevant Date, the Acquired Companies, and to the Knowledge of Sellers, their Data Processors have not experienced and are not experiencing (i) any material disruption, interruption, outage or continued substandard performance affecting any Company IT System or (ii) any data security breaches or other unauthorized Processing, including use, access, interruption, modification or corruption, of any Company IT System or the collection or use of

data by the Acquired Companies that would require notification of individuals, Governmental Entities or others in accordance with applicable Law (each, a "Security Incident"), and have not been materially adversely affected by any Malicious Code, ransomware or malware attacks, or denial-of-service attacks on any Company IT Systems. None of the Acquired Companies or any third party acting at the direction or authorization of the Acquired Companies has paid any perpetrator of any actual or threatened Security Incident or cyber-attack, including a ransomware attack or denial-of-service attack. None of Seller Parties, the Acquired Companies or any of their Affiliates has received any notice (including any enforcement notice), letter, or complaint from a Governmental Entity or any Person alleging noncompliance or potential noncompliance with any Privacy Requirements or Company Privacy Policies, and no Acquired Company has been subject to any Proceeding relating to noncompliance or potential noncompliance with Privacy Requirements or Company Privacy Policies. No Acquired Company is in breach or default of any Contracts relating to Company IT Systems or to Personal Data. No Acquired Company transfers Personal Data internationally except where such transfers comply with Privacy Requirements and Company Privacy Policies. The Acquired Companies maintain, and since the Relevant Date have maintained, cyber liability insurance.

(c) The Acquired Companies have established an Information Security Program that is appropriately implemented and maintained, and there have been no material violations of the Information Security Program. The Acquired Companies have regularly assessed and tested the Information Security Program, and have remediated and/or developed a written plan for remediating all critical and high risks and vulnerabilities.

(d) The Acquired Companies and, with respect to the Processing of Personal Data, to the Knowledge of Sellers, their Data Processors, comply and have complied at all times with Company Privacy Policies and the Privacy Requirements in all material respects. None of the execution, delivery or performance of this Agreement nor any of the Ancillary Agreements, nor the consummation of any of the Transactions violate any Privacy Requirements or Company Privacy Policies. Where an Acquired Company uses a Data Processor to Process Personal Data, the Data Processor has implemented a written agreement that provides appropriate confidentiality, privacy and security obligations in a manner sufficient for the Acquired Companies' compliance with Privacy Requirements.

Section 3.11 Contracts. (a) Schedule 3.11(a) sets forth a true and complete list of each of the following Contracts to which any Acquired Company is a party or by which an Acquired Company or any of its assets or businesses are bound (and any amendments, supplements and modifications thereto):

(i) any collective bargaining agreement or other Contract with any trade union or other labor organization;

(ii) any Contract that (A) limits the ability of any Acquired Company to enter into, engage in or compete in any line of business or with any Person or in any geographic area or during any period of time, (B) that restricts the right of any Acquired Company to do business with any Person or to solicit or hire any Person, (C) that grants the other party or any third Person "most favored nation" status or any type of special discount rights or establishes an exclusive sale or purchase obligation with respect, or (D)

provides for a minimum volume or purchase requirement or similar obligation or arrangement;

(iii) any Contract with (A) any Seller or any other current or former Related Person of any of the Acquired Companies or (B) any current or former officer or director, or employee with an annualized salary in excess of $150,000, of any Seller or any of the Acquired Companies;

(iv) any lease, sublease or similar Contract with any Person (other than the Acquired Companies) under which (A) an Acquired Company is lessee of, or holds or uses, any machinery, equipment, vehicle or other tangible personal property owned by any Person or (B) an Acquired Company is a lessor or sublessor of, or makes available for use by any Person, any tangible personal property owned or leased by an Acquired Company, in either case that has an aggregate future liability or receivable, as the case may be, in excess of $100,000;

(v) all material Contracts relating to: (A) the use of any third party Intellectual Property by any of the Acquired Companies, excluding any contract under which commercially available "off-the-shelf" software (including software-as-a-service and cloud offerings) is licensed or made available to the Acquired Companies pursuant to standard commercial terms for a fee of less than $50,000 per year but excluding any Contract relating to Intellectual Property that are used in or necessary for the operation or delivery of any Company Product, (B) the development of any Intellectual Property by or for the Acquired Companies, (C) any settlement, co-existence, covenant not to sue, or similar agreements related to Intellectual Property, and (D) the use of any Owned IP by any third party excluding non-exclusive licenses that is merely incidental to the transaction contemplated in such license, the commercial purpose of which is primarily for something unrelated to Intellectual Property;

(vi) any Contract relating to or evidencing Indebtedness or granting a Lien (other than a Permitted Lien) upon all or any part of the assets, capital stock or rights of any of the Acquired Companies;

(vii) any Contract under which an Acquired Company has, directly or indirectly, made any advance, loan, extension of credit or capital contribution to, or other investment in, any Person;

(viii) any Contract (A) involving payment by an Acquired Company of more than $100,000 or extending for a term more than 180 days from the date hereof (unless terminable without payment or penalty upon no more than 90 days' notice), or (B) with any Significant Supplier;

(ix) any Contract (A) involving the obligation of an Acquired Company to deliver products or services for payment of more than $100,000 or extending for a term more than 180 days from the date hereof (unless terminable without payment or penalty upon no more than 60 days' notice), (B) for the provision of hotel management or similar services, including asset management agreements, or (C) with any Significant Customer;

(x) any Contract for the sale of any material asset of the Acquired Companies or the grant of any preferential rights to purchase any such asset or requiring the Consent of any party to the transfer thereof;

(xi) any Contract with any Governmental Entity;

(xii) any Contract for any joint venture, partnership or similar arrangement, or any Contract involving a sharing of profits, losses, costs, or Liabilities by any Acquired Company with any other Person;

(xiii) any (A) merger, asset or stock purchase or divestiture Contract relating to the Acquired Companies or that otherwise involves the disposition or acquisition of securities or material assets (other than the sale of inventory in the Ordinary Course of Business) or (B) Contract for the purchase of any debt or equity security or other ownership interest of any Person, or for the issuance of any debt or equity security or other ownership interest, or the conversion of any obligation, instrument or security into debt or equity or other ownership interests of, any Acquired Company;

(xiv) any Contract providing for indemnification to or from any Person with respect to Liabilities relating to any current or former business of the Acquired Companies or any predecessor Person, other than as entered into in the Ordinary Course of Business;

(xv) any Contract relating to any real property or interests in real property leased, subleased, licensed or occupied by any Acquired Company, including the Leases;

(xvi) any hedging, futures, options or other derivative Contract;

(xvii) any project management or property development contract or any other Contract that provides for capital expenditures with an outstanding amount of unpaid obligations and commitments in excess of $100,000; or

(xviii) any Contract other than as set forth above that is material to the business of the Acquired Companies or the use or operation of their assets.

(b) Except as set forth in Schedule 3.11(b), assuming the due authorization, execution and delivery by the other parties thereto, all Contracts required to be set forth in Schedule 3.11(a) (the "Company Contracts") are valid, binding and in full force and effect and are enforceable by the applicable Acquired Company in accordance with their terms. The applicable Acquired Company has performed all material obligations required to be performed by it under the Company Contracts, and it is not (with or without notice or lapse of time, or both) in breach or default in any material respect thereunder and, to the Knowledge of Sellers, no other party to any Company Contract is in breach or default in any material respect thereunder. None of Seller Parties, the Acquired Companies or any of their respective Affiliates has received written notice of any actual, alleged, possible or potential violation of, or failure to comply with, any material term or material requirement of any Company Contract. No circumstances exist that (with or without notice or lapse of time, or both) would contravene, conflict with, or result in a material violation or breach of, or give an Acquired Company or any other Person the right to declare a

default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate or modify, any Company Contract. Except as set forth in Schedule 3.11(b), none of Seller Parties, the Acquired Companies or any of their respective Affiliates has received any written or, to the Knowledge of Sellers, other notice of the intention of any party to terminate any Company Contract. True and complete copies of all Company Contracts, together with all amendments, supplements and modifications thereto, have been made available to Buyers. There are no renegotiations of, attempts to renegotiate, or outstanding rights to renegotiate any material amounts paid or payable to the Acquired Companies under current or completed Company Contracts with any Person and no such Person has made demand for such renegotiation.

Section 3.12 Permits. After giving effect to the Pre-Closing Restructuring, Schedule 3.12 sets forth Permits issued or granted to the Acquired Companies that are necessary under applicable Laws to carry on and conduct the business of the applicable Acquired Company substantially as conducted immediately prior to the date of this Agreement or that are otherwise material to the Acquired Companies (each, a "Material Permit"). All Material Permits set forth or required to be set forth in Schedule 3.12 are validly issued to and held by an Acquired Company, and the applicable Acquired Company is in compliance, and since the Relevant Date has complied, in all material respects with all terms and conditions thereof, and none of such Material Permits have lapsed, been revoked, terminated, withdrawn, suspended, cancelled or modified. Since the Relevant Date, none of Seller Parties, the Acquired Companies nor any of their respective Affiliates has received notice of any Proceeding relating to any Material Permit. No event has occurred since the Relevant Date and no circumstance exists that (with or without notice or lapse of time, or both) (i) constitutes or could reasonably be expected to result, directly or indirectly, in a violation of, or a failure to comply with, any term or requirement of any such Material Permit or (ii) could reasonably be expected to result, directly or indirectly, in the revocation, withdrawal, suspension, cancellation, termination, nonrenewal or modification of any such Permit. All applications required to have been filed for the renewal of each such Material Permit have been duly filed on a timely basis with the appropriate Governmental Entity, and all other Filings required to have been made with respect to each such Material Permit have been duly made on a timely basis with the appropriate Governmental Entity. None of such Material Permits will be subject to revocation, withdrawal, suspension, termination, nonrenewal or modification as a result of the execution and delivery hereof or any Ancillary Agreement or the consummation of the Transactions. The Acquired Companies possess all Permits to own or hold under lease and operate their respective assets and to conduct the business of the Acquired Companies as currently conducted.

Section 3.13 Insurance. Schedule 3.13 contains a true and correct list of all insurance policies currently maintained by one or more of the Acquired Companies. All insurance policies set forth or required to be set forth on Schedule 3.13 are in full force and effect in accordance with their terms. Since the Relevant Date, none of Seller Parties, the Acquired Companies nor any of their respective Affiliates has received: (a) any written notice of cancellation of any policy set forth on Schedule 3.13 or written refusal of coverage thereunder; (b) any written notice that any issuer of such policy has filed for protection under applicable bankruptcy Laws or is otherwise in the process of liquidating or has been liquidated; or (c) any other written notice that such policies are no longer in full force or effect or that the issuer of any such policy is no longer willing or able to perform its obligations thereunder.

Section 3.14 Taxes. Except as expressly set forth on Schedule 3.14, (a) all material Taxes (whether or not shown on any Tax Return) for which any Acquired Company is liable have been timely paid;

(b) all Tax Returns required to have been filed by or with respect to each of the Acquired Companies have been timely filed;

(c) all such Tax Returns are complete, true and accurate in all material respects;

(d) no extension of time within which to file any such Tax Return is in effect;

(e) no waiver of any statute of limitations relating to Taxes for which any Acquired Company is liable is in effect, and no written request for such a waiver is outstanding;

(f) there is no action, suit, investigation, audit, claim or assessment pending or proposed or threatened in writing with respect to Taxes for which any Acquired Company is liable, and there are no Tax rulings, requests for rulings, or closing agreements relating to Taxes for which any Acquired Company is liable that could affect any Acquired Company's Liability for Taxes for any taxable period ending after the Closing Date;

(g) no claim has ever been made in writing by a Governmental Entity in a jurisdiction any Acquired Company has never paid Taxes or filed Tax Returns asserting that such Acquired Company is subject to Taxes assessed by such jurisdiction;

(h) no Acquired Company will be required to include or accelerate the recognition of any item in income, or exclude or defer any deduction or other tax benefit, in each case in any taxable period (or portion thereof) after Closing, as a result of any use of an impermissible method of accounting, any change in method of accounting required by Law, closing agreement, intercompany transaction, instalment sale, or the receipt of any prepaid amount, in each case prior to Closing, or as a result of any election under Section 965(h) of the Code;

(i) all Tax Sharing Arrangements and Tax indemnity arrangements relating to any Acquired Company (other than this Agreement) will terminate prior to the Closing Date and no Acquired Company will have any Liability thereunder on or after the Closing Date;

(j) there are no Liens for Taxes upon the assets of any Acquired Company except Permitted Liens;

(k) all material Taxes which any Acquired Company is required by law to withhold or to collect for payment have been duly withheld and collected and have been paid to the appropriate Governmental Entity;

(l) no Acquired Company has any Liability for Taxes of another Person under Treasury Regulation § 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, or by contract;

(m) at all times, each Acquired Company was treated as either a partnership or a disregarded entity for U.S. federal and applicable state income Tax purposes and

Schedule 3.14(m) sets forth the entity classification of each Acquired Company for federal and applicable state income Tax purposes;

(n) no Acquired Company has participated in any "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2) or any "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(1);

(o) no Acquired Company is, or during the past 12-month period has been, a United States shareholder (within the meaning of Section 951(b) of the Code) of a controlled foreign corporation (within the meaning of Section 957 of the Code);

(p) no Acquired Company owns any interest in any passive foreign investment company (as defined in Section 1297 of the Code);

(q) no Acquired Company (i) has or has ever had a permanent establishment in any country other than the country of its organization, (ii) has engaged in a trade or business in any country other than the country in which it is organized that subjected it to Tax in such country or (iii) is, or has ever been, subject to Tax in a jurisdiction outside the country in which it is organized;

(r) no Acquired Company is subject to taxation as an insurance company under Subchapter L of the Code;

(s) no Acquired Company will be required to include any item of income in, or to exclude any material item of deduction from, taxable income in any taxable period (or portion thereof) ending after the Closing Date as a result of any installment sale or open transaction on or prior to the Closing Date, any accounting method change or agreement with any Governmental Entity, any prepaid amount received on or prior to the Closing Date, any intercompany transaction or excess loss account described in Section 1502 of the Code (or any corresponding provision of Tax Law), or any election pursuant to Section 108(i) of the Code (or any similar provision of Law) made with respect to any taxable period ending on or prior to the Closing Date;

(t) no Acquired Company is subject to liability under Section 965(h) of the Code or any similar provision of state, local or foreign Law;

(u) except as set forth in Schedule 3.14(u), each Acquired Company that is treated as a partnership for U.S. federal and applicable state income Tax purposes has made a valid election under Section 754 of the Code;

(v) no Acquired Company has (i) deferred any payroll or employment Taxes, which Taxes have not yet been repaid (including any fees, penalties and interest with respect thereto), or (ii) claimed any other benefit or relief, pursuant to the Coronavirus Aid, Relief, and Economic Security Act; and

(w) the Acquired Companies are in compliance in all material respects with all applicable transfer pricing Laws, including the execution and maintenance of contemporaneous documentation substantiating the transfer pricing practices and methodology of the Acquired Companies.

Section 3.15 Proceedings. Schedule 3.15 sets forth a list of each pending or, to the Knowledge of Sellers, threatened Proceeding against or affecting any Acquired Company or any of their assets or businesses that if determined adverse to such Acquired Company would be material to such Acquired Company. Except as expressly set forth in Schedule 3.15, since the Relevant Date, there have not been any material Proceedings against or affecting any of the Acquired Companies or any of their businesses or assets. No Acquired Company is a party or subject to or in default under any material Judgment. To the Knowledge of Sellers, no officer, director, agent or employee of any Acquired Company is or has been subject to any Judgment that prohibits such officer, director, agent or employee from engaging in or continuing any conduct, activity, or practice relating to the business of any Acquired Company. There is not any Proceeding by an Acquired Company pending, or that any Acquired Company intends to initiate, against any other Person. To the Knowledge of Sellers, there is no pending or threatened investigation of or affecting any Acquired Company.

Section 3.16 Compliance with Laws; Environmental Matters. (a) (i) The Acquired Companies are, and at all times since the Relevant Date have been, in compliance in all material respects with all applicable Laws, including the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§ 78dd-1, et seq., and all Judgments applicable to any Acquired Company or any assets owned or used by any of them and (ii) no circumstances exist that (with or without notice or lapse of time, or both) would constitute or result in a material violation by any Acquired Company of, or a failure on the part of any Acquired Company to comply in any material respect with, any Law, or any Judgment applicable to any Acquired Company or any assets owned or used by any of them, or would give rise to any obligation on the part of any Acquired Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature. Schedule 3.16(a) sets forth a true and complete list of all Judgments applicable to any Acquired Company or any assets owned or used by any of them.

(b) (i) None of Seller Parties, the Acquired Companies or any of their respective Affiliates has received any notice, citation, claim, or other communication that alleges a material violation by or material Liability of any Acquired Company under any Environmental Law, (ii) the Acquired Companies hold all Permits required for the Acquired Companies to conduct their respective businesses under Environmental Laws, and are in compliance in all material respects with all Environmental Laws, (iii) there are no Proceedings pending, or to the Knowledge of Sellers, threatened against any Acquired Company, and no Acquired Company is subject to any Judgment that has not been fully resolved, in each case relating to compliance with or any Liability under any Environmental Law or to the investigation or cleanup of any Hazardous Material, (iv) no Acquired Company has assumed, whether by contract or operation of law, any material Liabilities of any Person, in connection with any Hazardous Materials or arising under any Environmental Laws, (v) to the Knowledge of Sellers, there are no asbestos-containing materials, underground storage tanks, or equipment containing polychlorinated biphenyls on, at or under any property leased, used or operated by any Acquired Company and (vi) to the Knowledge of Sellers, there has been no Release of, or exposure to, any Hazardous Materials on, at, under or from under any property or facility formerly owned, leased, used, or operated by any Acquired Company or any of their respective predecessors that could reasonably be expected to result in a material Liability to any Acquired Company.

Section 3.17 Benefit Plans. (a) Schedule 3.17(a) contains a list of each material Benefit Plan. No Benefit Plan includes any participating employer that is not an Acquired Company or an ERISA Affiliate. With respect to each material Benefit Plan, Seller Parties have delivered to Buyers true and complete copies of, as applicable, (i) the plan document and all amendments thereto (or, in the case of any unwritten Benefit Plan, a written description of the material terms and conditions thereof), (ii) the three most recently filed annual reports on Form 5500, as well as all accompanying schedules, financial statements, auditor's reports, and actuarial reports, (iii) the most recent summary plan description and all summaries of material modifications thereto, (iv) each trust agreement, insurance or annuity policy or contract, and other funding or financing arrangement, (v) the currently effective Internal Revenue Service determination, advisory, or opinion letter, (vi) nondiscrimination and coverage testing results for the three most recently completed plan years, and (vii) all material correspondence to or from a Governmental Entity.

(c) Each Benefit Plan complies with and is and has been administered and maintained in all material respects in accordance with its terms and applicable Law. No Acquired Company has any Liability under Chapter 43 of the Code, and nothing has occurred that could reasonably be expected to subject any Acquired Company to any such Liability. There are no pending or, to the Knowledge of Sellers, threatened Proceedings or other claims or legal actions against or involving any Benefit Plan (except routine claims for benefits), and there are no facts or circumstances that could reasonably be expected to give rise to any Liability in the event of any such Proceeding or other claim or legal action. No fiduciary (within the meaning of Section 3(21) of ERISA) of any Benefit Plan subject to Part 4 of Subtitle B of Title I of ERISA has committed a breach of fiduciary duty with respect to such Benefit Plan that could subject any Acquired Company or employee thereof to any Liability (including on account of an indemnification obligation).

(d) Each Benefit Plan that is intended to be a tax-qualified plan is so qualified and is the subject of a currently effective favorable determination letter, or is entitled to rely on an opinion or advisory letter, from the Internal Revenue Service to the effect that such Benefit Plan and related trust is qualified, and no event has occurred and, to the Knowledge of Sellers, no circumstances exist that could reasonably be expected to adversely affect the tax-qualification of such Benefit Plan or result in a penalty or other Liability to a Buyer or any Acquired Company with respect to any such Benefit Plan. All benefits, contributions, and premiums required under or due with respect to each Benefit Plan under its terms or applicable Law have been timely paid in accordance with the terms of such Benefit Plan and all applicable Laws.

(e) Except as set forth in Schedule 3.17(e), no Benefit Plan is, and no Acquired Company, ERISA Affiliate, or any of their respective predecessors has, during the six years preceding the date of this Agreement, contributed or been required to contribute to, or otherwise participated in or in any way has any Liability, directly or indirectly, with respect to, any (i) plan subject to Section 412 of the Code, Section 302 of ERISA, or Title IV of ERISA, (ii) "multiemployer plan" (within the meaning of Section 3(37) or 4001(a)(3) of ERISA), or (iii) plan that is subject to Sections 4063 or 4064 of ERISA or Section 413(c) of the Code. No Acquired Company has any Liability relating to any "complete withdrawal" or "partial withdrawal" (each, within the meaning of Section 4201 of ERISA), including on account of any ERISA Affiliate, that has not been fully paid as of the date hereof.

(f) No Acquired Company provides, or has any obligation to provide, any current or former employee of any Acquired Companies (or any dependent thereof) welfare benefits after such Person's termination of employment with the Acquired Companies, except as required by COBRA and pursuant to which the applicable employee or dependent pays the full cost of coverage. No Acquired Company provides, or has any obligation to provide, welfare benefits to any Person who is not a current or former employee of an Acquired Company (or a dependent thereof). Except as set forth on Schedule 3.17(f), no Benefit Plan is, and no Acquired Company has participated in or had any Liability with respect to, a (i) "multiple employer welfare arrangement" (within the meaning of Section 3(40)(A) of ERISA), (ii) plan funded through a voluntary employee beneficiary association (within the meaning of Section 501(c)(9) of the Code), or (iii) self-insured welfare benefit arrangement. No Acquired Company or any ERISA Affiliate has any Liability on account of any violation of COBRA. The Acquired Companies have complied, in all applicable respects, with the Patient Protection and Affordable Care Act and the security requirements of the Health Insurance Portability and Accountability Act of 1996.

(g) Each Benefit Plan that is subject to Section 409A of the Code has been administered, operated, and maintained in all respects according to the requirements of Section 409A of the Code, and no Acquired Company has been required to withhold or pay any Taxes as a result of a failure to comply with Section 409A of the Code. No Acquired Company has any obligation to make a "gross-up" or similar payment with respect to any Taxes that may become payable under Section 409A of the Code.

(h) Neither the execution of this Agreement nor the consummation of the Transactions (either alone or in combination with another event) will or could reasonably be expected to (i) entitle any current or former director, officer, employee, or consultant of any Acquired Company to any payment, cancellation of indebtedness, or increase in compensation; (ii) result in the acceleration of payment, funding, or vesting under any Benefit Plan; or (iii) result in any increase in benefits payable under any Benefit Plan.

(i) Neither the execution of this Agreement nor the consummation of the Transactions (either alone or in combination with another event) will or could reasonably be expected to be a "parachute payment" (within the meaning of Section 280G of the Code). No Acquired Company has any obligation to make a "gross-up" or similar payment with respect to any Taxes that may become payable under Section 4999 of the Code.

Section 3.18 Employee and Labor Matters.

(a) The Acquired Companies: (i) are, and at all times since the Relevant Date have been, in material compliance with all applicable Laws, and with any order, ruling, decree, judgment or arbitration award of any arbitrator or any court or other Governmental Entity, respecting employment, employment practices, terms and conditions of employment, wages, hours or other labor-related matters, including Laws, orders, rulings, decrees, judgments and awards relating to discrimination, worker classification (including the proper classification of workers as independent contractors and consultants), wages and hours, labor relations, leave of absence requirements, occupational health and safety, privacy, harassment, retaliation, immigration, wrongful discharge or violation of the personal rights of employees, former employees or prospective employees; (ii) have withheld and reported all amounts required by any Law or

contract to be withheld and reported with respect to wages, salaries and other payments to any employee; (iii) do not owe any material sums to any employee or independent contractor other than the reimbursement of expenses and wages for the current payroll period; (iv) do not have any outstanding, undischarged material Liability to pay to any Governmental Entity in any jurisdiction any contribution, Tax or other material payments due in connection with the employment or engagement of any employee; and (v) have no Liability for any payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Entity with respect to unemployment compensation benefits, social security or other benefits or obligations for any employee (other than routine payments to be made in the normal course of business and consistent with past practice). None of the Acquired Companies, nor any of their respective stockholders, directors or officers, is (or since its inception has been) debarred, suspended, proposed for debarment, or excluded from participation in the bidding for or award of a contract with a Governmental Entity.

(b) Except as expressly set forth on the Schedule 3.18(b), the Acquired Companies are not and have never been a party to or otherwise bound by any collective bargaining agreement or other Contract with a labor union or labor organization, nor is any such Contract presently being negotiated. Except as expressly set forth in Schedule 3.18(b): (i) to the Knowledge of Sellers, there are, and within the last three (3) years have been, no union organizing activities involving employees of any Acquired Company; (ii) there are no pending or, to Knowledge of Sellers, threatened strikes, work stoppages, walkouts, lockouts, concerted slow-downs or similar material labor disputes, and no such disputes have occurred within the last three (3) years; and (iii) there are no pending or, to the Knowledge of Sellers, threatened, material unfair labor practice charges against any Acquired Company. Since the Relevant Date, no Acquired Company nor any of its agents or representatives has committed or engaged in any material unfair labor practice in connection with the operation of the business of the Acquired Companies.

(c) There are no Proceedings pending, or, to the Knowledge of Sellers, threatened, relating to any labor and employment matters, including with respect to any Benefit Plan, collective bargaining obligation or agreement, wages and hours, leave of absence, plant closing notification, employment statute or regulation, privacy right, labor dispute, workers' compensation policy, or safety, retaliation, harassment, immigration or discrimination matter involving any employee, including charges of unfair labor practices, discrimination, retaliation or harassment complaints.

(d) Schedule 3.18(d) sets forth, with respect to each Corporate Employee of the Acquired Companies (including any current Corporate Employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, including disability, family, maternity, parental, sick or other leave, or on layoff status subject to recall): (i) the name of such employee, (ii) the entity employing such employee, (iii) the original hire date of such employee, (iv) whether the employee is on an active or inactive status; (v) such employee's title and job function; (vi) such employees exempt/non-exempt status for purposes of wage-hour laws; (vii) whether such employee is on leave of absence and, if so, the type of leave (e.g., disability, workers compensation, family, maternity, parental, military or other leave protected by applicable Law) and the anticipated date of return to service; (viii) the facility at which such employee is located; and (ix) visa status, if applicable.

(e) Except as expressly set forth in Schedule 3.18(e), the employment of each of employee of the Acquired Companies is terminable by the employing entity at-will, and, except as required by applicable Law, no Acquired Company has any obligation to provide any particular form or period of notice prior to terminating the employment of any employee.

(f) Except as expressly set forth in Schedule 3.18(f), in the last three years, no Acquired Company has implemented a "plant closing" or "mass layoff" with respect to their employees within the meaning of the Worker Adjustment and Retraining Notification Act and any similar state or local laws.

(g) (i) To the Knowledge of Sellers, no employee or independent contractor is bound to any employment agreement, patent disclosure agreement, non-competition agreement or any other restrictive covenant in favor of a former employer or other third-party that would limit or restrict such person's ability to carry out their job duties for the Acquired Companies; (ii) to the Knowledge of Sellers, no current or former employee of the Acquired Companies has breached or threatened to breach any employment agreement, patent disclosure agreement, non-competition agreement or any other restrictive covenant in favor of the Acquired Companies; and (iii) no employee has given notice of resignation or that they intend to resign in connection with the consummation of the Transactions.

(h) Except as expressly set forth in Schedule 3.18(h), no Acquired Company has, within the last five years, entered into a settlement agreement with a current or former officer, director, employee or independent contractor of any Acquired Company resolving allegations of sexual harassment or misconduct by either (i) an officer or director of an Acquired Company or (ii) an employee in a management role at any Acquired Company. There are no, and in the last three years there have not been any, Proceedings pending or, to the Knowledge of Sellers, threatened, against any Acquired Company in each case, involving allegations of sexual harassment or misconduct by an employee in a management role at any Acquired Company.

Section 3.19 Transactions with Affiliates. Except as set forth on Schedule 3.19, no Related Person of any Acquired Company, or any Related Person of any Seller Party (a) owns any material property or right, whether tangible or intangible, that is used by the Acquired Companies; (b) to the Knowledge of Sellers, has any claim or cause of action against the Acquired Companies; (c) owes any money to the Acquired Companies or is owed money from the Acquired Companies; (d) is a party to any Contract, written or oral, with any Acquired Company; or (e) provides services or resources to the Acquired Companies or is dependent on services or resources provided by the Acquired Companies.

Section 3.20 Customers and Suppliers. Except as set forth on Schedule 3.20, to the Knowledge of Sellers, no Significant Customer or Significant Supplier intends to terminate or discontinue its business relationship with the Acquired Companies or to limit or alter its business relationship with the Acquired Companies in any material respect. Except as set forth on Schedule 3.20, no Significant Supplier has notified any Seller Party, any Acquired Company or any of their Affiliates that it intends to materially modify payment or other material terms of its relationship with the Acquired Companies. Schedule 3.20 correctly and completely sets forth a list of (a) each Significant Customer and the dollar volume billed to each such Person by the Acquired Companies during the twelve-month period ended December 31, 2021 and (b) each Significant Supplier and

the dollar volume of the purchases by the Acquired Companies from each such Person during the twelve-month period ended December 31, 2021. As of the date hereof, to the Knowledge of Sellers, except as set forth on Schedule 3.20, (i) there is no proposed sale transaction with respect to any hotel properties that are the subject of any hotel management agreement to which any Acquired Company is a party and (ii) there has not occurred, and there is no reasonable basis to expect there to occur, any failure of any hotel properties that are the subject of any hotel management agreement or franchise agreement to meet the applicable performance thresholds contained in any such applicable Contracts.

Section 3.21 Accounts; Safe Deposit Boxes; Powers of Attorney; Officers and Directors. Schedule 3.21 sets forth (a) a true and complete list of all bank and savings accounts, certificates of deposit and safe deposit boxes of the Acquired Companies and those Persons authorized to sign thereon, (b) true and complete copies of all borrowing, depository and transfer resolutions and those Persons entitled to act thereunder, (c) a true and complete list of all powers of attorney granted by the Acquired Companies and those Persons authorized to act thereunder and (d) a true and complete list of all officers and directors (or managers) of the Acquired Companies.

Section 3.22 Receivables. All the accounts receivable of the Acquired Companies that are reflected in the Financial Statements or the accounting records of the Acquired Companies as of the date hereof (a) represent actual indebtedness incurred by the applicable account debtors and (b) have arisen from bona fide transactions in the Ordinary Course of Business. All such accounts receivable are not subject to any setoffs or counterclaims and are appropriately reserved. The accounts receivable of the Acquired Companies outstanding at Closing will not reflect any changes in discounts, rebates or other benefits offered to customers. Since September 30, 2021, there have not been any write-offs and uncollectible or any customer accounts receivable of the Acquired Companies, except for write-offs in the Ordinary Course of Business.

Section 3.23 Pre-Closing Restructuring. As of the Closing and after giving effect to the consummation of the Transactions, (a) no further actions will be required by Seller Parties, the Acquired Companies, Buyers or any of their Affiliates with respect to the Pre-Closing Restructuring and (b) no Buyer nor any of its Affiliates (including, after the Closing, the Acquired Companies) will have any Liability to Seller Parties or any of their Affiliates or any other Person arising out of or relating to the Pre-Closing Restructuring.

Section 3.24 Brokers. No agent, broker, finder, financial advisor, intermediary, consultant, investment banker or other Person acting on behalf of the Acquired Companies is entitled to any brokerage, finder's or other fee or commission, directly or indirectly, in connection with the Transactions.

## ARTICLE IV

## Representations and Warranties of Buyers

Each Buyer hereby represents and warrants to Seller Parties, as of the date hereof and as of the Closing Date as though made on the Closing Date, except to the extent such representations and warranties expressly relate to another date (in which case as of such other date), as follows:

Section 4.01 Organization, Standing and Power. Such Buyer is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is organized and has the full and requisite power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets and to carry on its business as presently conducted.

Section 4.02 Authority; Execution and Delivery; Enforceability. Such Buyer has the full and requisite power and authority to execute and perform its obligations under this Agreement and the Ancillary Agreements to which it is, or is specified to be, a party and to consummate the Transactions. The execution and delivery by such Buyer hereof and of the Ancillary Agreements to which it is, or is specified to be, a party and the consummation by such Buyer of the Transactions have been duly authorized by all necessary limited liability company action. Such Buyer has duly executed and delivered this Agreement and at or before the Closing will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and this Agreement constitutes, and each Ancillary Agreement to which it is, or is specified to be, a party will from and after the Closing constitute, its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as limited by Laws affecting the enforcement of creditors' rights generally or by general equitable principles.

Section 4.03 No Conflicts; Consents. The execution and delivery by such Buyer hereof does not, and the execution and delivery by such Buyer of each Ancillary Agreement to which it is, or is specified to be, a party will not, and the consummation of the Transactions and compliance by such Buyer with the terms hereof and thereof will not, contravene, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right to challenge, the Transactions under, any provision of (a) the certificate of formation or operating agreement of such Buyer or (b) any Judgment or Law applicable to such Buyer or its properties or assets. Other than compliance with the HSR Act, no Consent of or Filing with any Governmental Entity is required to be obtained or made by or with respect to such Buyer in connection with the execution, delivery and performance hereof or any Ancillary Agreement or the consummation of the Transactions.

Section 4.04 Proceedings. There are no Proceedings pending against such Buyer which would, individually or in the aggregate, reasonably be expected to materially impair the ability of such Buyer to perform its obligations hereunder or prevent or delay the consummation of the any of the Transactions. Such Buyer is not subject to any outstanding Judgment that would, individually or in the aggregate with any other Judgments, reasonably be expected to materially impair the ability of such Buyer to perform its obligations hereunder or prevent or delay the consummation of the any of the Transactions.

Section 4.05 Securities Act. The Acquired Interests acquired by such Buyer pursuant hereto are being acquired for investment only and not with a view to any public distribution thereof in violation of any of the registration requirements of the Securities Act of 1933.

Section 4.06 Availability of Funds. Such Buyer will have immediately available to it at the Closing the financial capability and all sufficient cash necessary to complete the Transactions to be consummated by it at the Closing.

Section 4.07 Brokers. No agent, broker, finder, financial advisor, intermediary, consultant, investment banker or other Person acting on behalf of such Buyer is entitled to any brokerage, finder's or other fee or commission, directly or indirectly, in connection with the Transactions.

Section 4.08 R&W Policy. The final form of the R&W Policy is attached hereto as Exhibit N. The offer of insurance reflected by the R&W Policy and its associated binder agreement has not been revoked or terminated. Buyer Representative has delivered to the insurance broker placing the R&W Policy, for release to the insurer(s) and/or managing general underwriter(s), as applicable, under the R&W Policy, an instruction to bind the R&W Policy as of the execution of this Agreement that will be delivered upon the execution of this Agreement. The R&W Policy does not provide for, or increase, any liability of any Seller Party or any of their respective current or former direct or indirect equityholders, parents, subsidiaries, shareholders, Affiliates, members, managers, directors, officers, employees, beneficiaries, trustee, fiduciaries or partners (collectively with Seller Parties, the "Seller Related Parties") or otherwise result in any of the foregoing incurring or suffering any liability or obligation hereunder or otherwise. None of the Seller Related Parties have any actual or contingent liability or obligations to any insurer issuing the R&W Policy. The R&W Policy provides that, the insurer under the R&W Policy shall have no, and agrees to irrevocably waive, any subrogation rights against any Seller Related Party, except in the case of Fraud by such Seller Related Party.

## ARTICLE V

## Covenants

Section 5.01 Covenants Relating to Conduct of Business.

(a) Except for matters expressly set forth in Schedule 5.01, from the date hereof to the Closing, Seller Parties shall cause the Acquired Companies to conduct their respective businesses in the Ordinary Course of Business and shall use commercially reasonable efforts to (w) keep intact their respective business operations, organization and goodwill, keep available the services of their current directors, managers, advisors, officers, employees and independent contractors, (x) preserve their relationships with customers, suppliers, licensors, licensees and others with whom they deal, (y) maintain in effect all of the Acquired Companies' insurance policies and Permits and (z) comply in all material respects with all Laws applicable to the Acquired Companies' properties and operations. Seller Parties shall cause the Acquired Companies not to take any action that would reasonably be expected to result in any of the conditions set forth in Article VI not being satisfied.

(b) In addition (and without limiting the generality of Section 5.01(a)), except as expressly set forth in Schedule 5.01 and for the Pre-Closing Restructuring, Seller Parties shall cause the Acquired Companies not to do any of the following without the prior written consent of Buyer Representative (which consent shall not be unreasonably withheld):

(i) amend its certificate or articles of formation or incorporation or by-laws or operating agreement (or comparable documents);

(ii) declare or pay any dividend or make any other distribution to its equityholders whether or not upon or in respect of any equity interest or shares of its capital stock;

(iii) create any Subsidiary, reclassify, combine, split, subdivide, redeem or otherwise acquire any shares of its capital stock or other equity interests or any Convertible Securities, authorize, issue or sell any capital stock or other equity interests or any Convertible Securities or amend any term of any of its capital stock or other equity interests;

(iv) incur or assume any Indebtedness or guarantee any such Liabilities or Indebtedness or permit, allow or suffer any of its assets to become subjected to any Lien (other than a Permitted Lien);

(v) initiate, settle, compromise, discharge, waive, release or assign (A) any material claim, right or Proceeding or (B) any Proceeding that relates to the Transactions, or respond to any regulatory authority in respect of any inquiries or Proceedings by such regulatory authority;

(vi) enter into any Contract that would have been required to be set forth in Schedule 3.11(a) if it were in effect on the date hereof, or modify, amend, terminate, renew or grant any Consent or waiver under any Contract that is set forth or required to be set forth in Schedule 3.11(a) or that would have been required to be set forth in Schedule 3.11(a) if it were in effect on the date hereof;

(vii) make any loans, advances or capital contributions to, or investments in, any other Person or extend credit or renew or forgive a previously existing extension of credit (directly or indirectly) for the benefit of any Person, in each case other than loans or advances to employees pursuant to Benefit Plans in the Ordinary Course of Business;

(viii) prepare or file any Tax Return inconsistent with past practice or, on any such Tax Return, take any Tax position, make any Tax election, or adopt any method that is inconsistent with positions taken, elections made or methods used in preparing or filing similar Tax Returns in prior periods (including positions, elections or methods that would have the effect of deferring income to periods ending after the Closing Date or accelerating deductions to periods ending on or before the Closing Date), file any Tax Return for the first time in a jurisdiction or of a type not previously filed, settle or otherwise compromise any claim relating to Taxes, enter into any closing agreement, voluntary disclosure agreement or similar agreement relating to Taxes, otherwise settle any dispute relating to Taxes, surrender any right to claim a Tax refund, offset or other reduction in Tax Liability, or request any ruling or similar guidance with respect to Taxes;

(ix) acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof or otherwise

acquire any assets that are material or enter into any licensing, joint venture or partnership Contracts or arrangements;

(x) materially change an existing line of business or enter into any new line of business;

(xi) acquire any material assets, or sell, lease, license or otherwise dispose of any material assets;

(xii) (i) except as required pursuant to the terms of any Benefit Plan in effect as of the date hereof, or as otherwise required by applicable Law, (A) increase in any manner the compensation or consulting fees, bonus, pension, welfare, fringe or other benefits, severance or termination pay of any employee, (B) become a party to, establish, adopt, amend, commence participation in or terminate any Benefit Plan or any arrangement that would have been a Benefit Plan had it been entered into prior to this Agreement, (C) grant any new awards, or amend or modify the terms of any outstanding awards, under any Benefit Plan, (D) take any action to accelerate the vesting or lapsing of restrictions or payment, or fund or in any other way secure the payment, of compensation or benefits under any Benefit Plan, (E) hire any employee or engage any independent contractor (who is a natural person) whose annual cash compensation is expected to exceed, or previously exceeded, $75,000 (other than hires of individuals whose annual cash compensation is expected to be less than $150,000 to fill open field positions or vacancies) or (F) terminate the employment of any employee other than for cause;

(xiii) (ii) become a party to, establish, adopt, amend, commence participation in or terminate any collective bargaining agreement or other agreement with a labor union, works council or similar organization;

(xiv) effect or adopt a plan of complete or partial liquidation, dissolution, mass layoff, merger, consolidation, restructuring, recapitalization or other reorganization of any of the Acquired Companies, or otherwise alter any Acquired Company's structure; or

(xv) authorize any of, or commit or agree to take, whether in writing or otherwise, to do any of, the foregoing actions.

[redacted]

[redacted]

Section 5.03 Access to Information. Seller Parties shall, and shall cause the Acquired Companies to, afford to each Buyer and its accountants, counsel and other Representatives reasonable access, upon reasonable prior notice during normal business hours during the period before the Closing, to all the personnel, properties, books, contracts, commitments, Tax Returns, records and financial, operating and other data of the Acquired Companies, and, during such period shall furnish promptly to Buyers any information concerning the Acquired Companies as either Buyer may reasonably request. Any investigation or access pursuant to this Section 5.03 shall be conducted in such manner as not to unreasonably interfere with or hinder the business operations of the Acquired Companies.

[redacted]

[redacted]

Section 5.05 Reasonable Efforts.

(a) Subject to Section 5.05(d), upon the terms and subject to the conditions set forth in this Agreement, each of the parties hereto shall use reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Transactions, including using reasonable best efforts to (i) obtain all necessary actions or nonactions, waivers, Consents and approvals from Governmental Entities and to make all necessary registrations and filings (including filings with Governmental Entities, if any) and to take commercially reasonable steps as may be necessary to obtain an approval or waiver from, or to avoid a Proceeding by, any Governmental Entity and (ii) take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable in order to cause the conditions set forth in Sections 6.02(f) and (g) to be satisfied as promptly as practicable following the date hereof and, without limiting the foregoing, to cause the MA Lease Update to be executed and the MA Liquor License Applications filed with the appropriate Governmental Entities, in each case within five (5) Business Days following the date hereof.

(b) Subject to Section 5.05(d), from and after the date hereof to the Closing, each party hereto shall, and shall cause its controlled Affiliates to, use reasonable best efforts to obtain, and to cooperate in obtaining, all Consents from third parties necessary or appropriate to permit the consummation of the Transactions prior to the Closing; provided that, to the extent that any such Consent shall not have been obtained prior to the Closing, beginning on the Closing Date, each party hereto shall, and shall cause its controlled Affiliates to, use reasonable best efforts to obtain, and to cooperate in obtaining, all such Consents as promptly as practicable; provided further that (i) Buyers shall not be required to pay or commit to pay any amount to (or incur any obligation in favor of) any Person in connection with obtaining any such Consent (other than customary filing fees payable to Governmental Entities and nominal filing or application fees payable to other third parties), (ii) no party hereto shall agree to amend or modify any Contract of any of the Acquired Companies in any material respect in connection with obtaining any such Consent without the prior written consent of Buyer Representative or Seller Representative, as applicable, and (iii) no party hereto shall agree to any conditions or restrictions imposed by any third party that, individually or in the aggregate, would materially impair (or could reasonably be expected to materially impair) the ability of such party to consummate the Transactions or could reasonably be expected to have an adverse effect, in any material respect, on the economic benefits to Buyers and their Affiliates, or, without the prior written consent of Buyer Representative or Seller Representative, as applicable, the Acquired Companies following Closing.

[redacted]

[redacted]

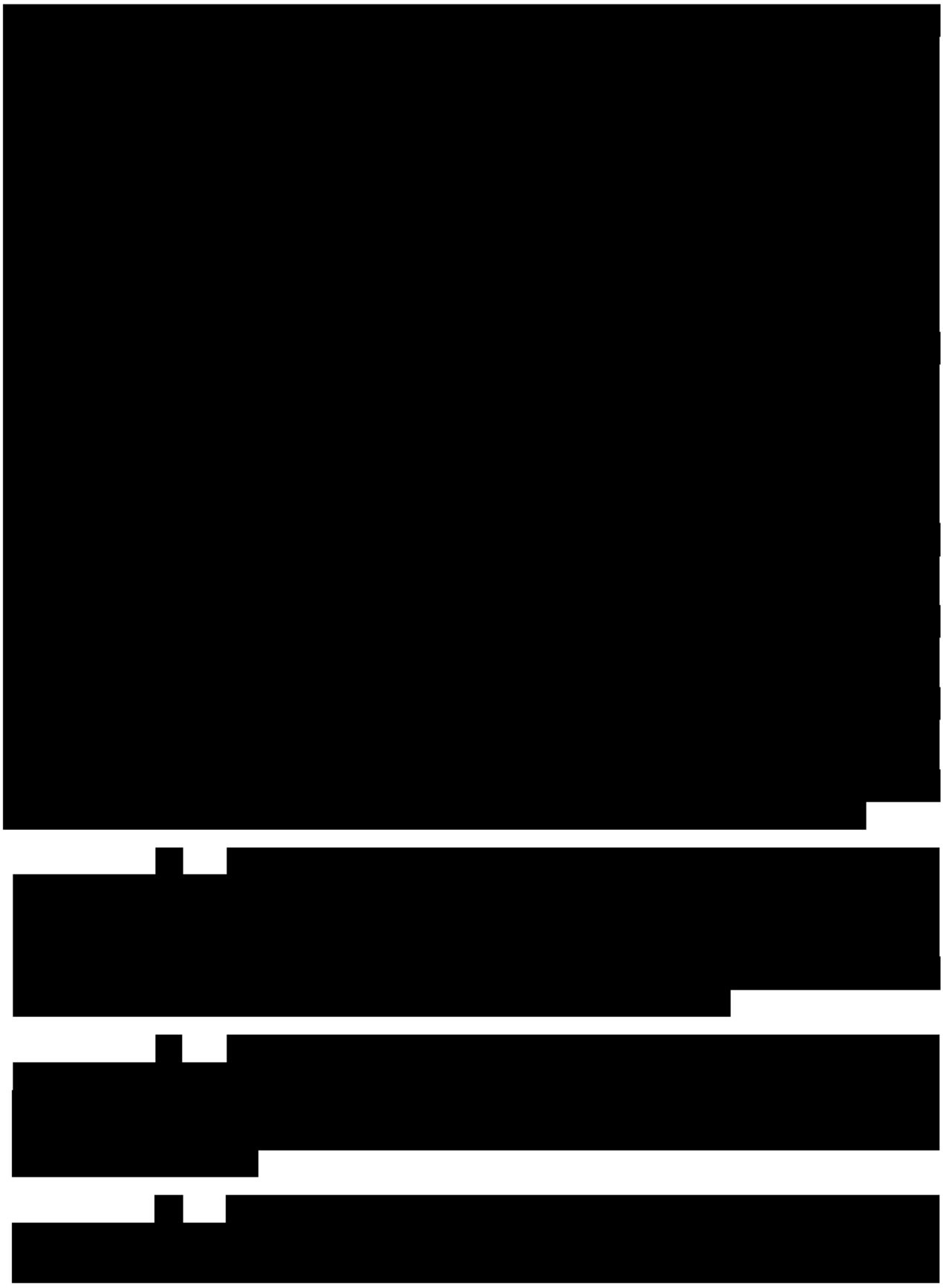
Section 5.06 Expenses; Transfer Taxes. (a) Whether or not the Closing takes place, and except as otherwise expressly set forth herein, all costs and expenses incurred in connection with this Agreement and the Ancillary Agreements and the Transactions shall be paid by the party incurring such expense; provided that, for the avoidance of doubt, (i) the fees and expenses of the Accounting Firm, if any, shall be paid in accordance with Section 1.04 and [redacted]

(b) [redacted] Buyer Representative and Seller Representative shall cooperate jointly in good faith to prepare, or cause to be prepared, and file all Transfer Tax related Tax Returns required to be filed and shall cooperate to avail any relevant Person from any available exemption from Transfer Taxes. Each party shall use all reasonable efforts to avail itself of any available exemptions from (or otherwise reduce) any such Taxes or fees, and to cooperate with the other parties in providing any information and documentation that may be necessary to obtain such exemptions or reductions.

Section 5.07 Publicity. From the date hereof through the Closing Date, no public release or announcement concerning the Transactions shall be issued by any party hereto without the prior written consent of the other parties hereto (which consent shall not be unreasonably withheld, conditioned or delayed); provided, however, that (a) each of Seller Parties, the Acquired Companies and Buyers and their respective Affiliates may make internal announcements to their respective employees that are consistent with the parties' prior public disclosures regarding the Transactions after reasonable prior notice to and consultation with the other parties and (b) each Buyer and its Affiliates may provide information about the subject matter of this Agreement and the Acquired Companies (including their performance and improvements) to their respective current, former, future or prospective direct and indirect investors or limited partners, debt financing sources and Representatives in connection with their ordinary course business operations, including

fund raising, marketing, information or reporting activities, but only to the extent that such Persons are party to a customary non-disclosure arrangement or similar agreement that obligates such Person to keep such information confidential. Notwithstanding the foregoing, Buyer Representative, Buyer 2 and Seller Representative shall cooperate to prepare a joint press release to be issued on or after the Closing Date, which press release shall be mutually acceptable to the Buyer Representative, Buyer 2 and Seller Representative.

Section 5.08 Records. On the Closing Date, Seller Parties shall deliver or cause to be delivered to the Acquired Companies all agreements, documents, books, records and files, including records and files stored on computer disks or tapes or any other storage medium, if any, in the possession of any Seller Party or any of their Affiliates (other than, for the avoidance of doubt, the Acquired Companies) relating to the business and operations of the Acquired Companies; provided, that Seller Parties may retain any Tax Returns, and Buyers shall be provided with copies of such Tax Returns that relate to the Acquired Companies' separate Tax Returns or separate Tax Liability.



[redacted]

Section 5.10 Further Assurances. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions (subject to Section 5.05), as such other party may reasonably deem necessary to consummate the Transactions.

Section 5.11 D&O Tail Policy and Indemnification. (a) From and after the Closing Date, except as prohibited by applicable Law, HoldCo shall, and shall cause the Acquired Companies to, fulfill and honor in all respects, the obligations of the Acquired Companies to their respective directors, officers, employees and agents pursuant to any indemnification or advancement provisions under the articles of incorporation, bylaws, operating agreements, partnership agreements or other organizational documents (the "Organizational Documents") of any Acquired Company as in effect on the date of this Agreement (the persons entitled to be indemnified pursuant to such provisions, and all other current and former managers, directors, officers, employees and agents of any Acquired Company, being referred to collectively as the "D&O Indemnified Parties"). From and after the Closing Date through the sixth (6th) anniversary of the Closing Date, HoldCo shall cause the Acquired Companies to maintain the provisions with respect to indemnification, advancement and exculpation from liability as set forth in the Organizational Documents of any Acquired Company as of the date of this Agreement, which provisions shall not be amended, repealed or otherwise modified during such period in any manner that would materially and adversely affect the rights thereunder of any D&O Indemnified Party.

(b) The rights of indemnification and to receive advancement of expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which any D&O Indemnified Party may at any time be entitled. No right or remedy herein conferred by this Agreement is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at Law or in equity, under contract or otherwise. The assertion of any right or remedy hereunder, or otherwise, shall not prevent the concurrent or subsequent assertion of any other right or remedy.

(c) At or prior to the Closing, the Acquired Companies shall obtain a prepaid "tail policy" for their "directors and officers" liability insurance with a policy period of not less than six (6) year period following the Closing Date (the "Tail Policy"), at the sole cost and expense of HoldCo; [redacted]

(d) In the event that HoldCo or one or more other Acquired Companies, or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of HoldCo or other Acquired Company or the transferee of such properties and assets shall expressly assume and be responsible for all of the obligations thereof set forth in this Section 5.11. The parties hereto expressly agree that the D&O Indemnified Parties are express third party beneficiaries to this Section 5.11.

[redacted]

Section 5.13 R&W Policy. After Closing, no Buyer shall amend, terminate, modify or waive any provision of the R&W Policy, or allow the R&W Policy to be amended, terminated, modified or any provision thereof waived, in a manner that would adversely affect any Seller Party or any of its Related Persons without the prior written consent of such Seller Party.

## ARTICLE VI

## Conditions Precedent

Section 6.01 Condition to Each Party's Obligation. The obligation of each of the parties hereto to consummate the Transactions is subject to the satisfaction (or written waiver by each Buyer and Seller Representative) on or before the Closing Date of the following conditions:

(a) HSR Clearance. Any waiting period (and any extensions thereof) or approval applicable to consummation of the Transactions under the HSR Act shall have expired or been terminated or obtained, as applicable.

(b) No Restraint. No Law or Judgment preventing the consummation of the Transactions shall be in effect.

Section 6.02 Conditions to Obligation of Buyers. The obligation of Buyers to consummate the Transactions is subject to the satisfaction (or written waiver by each Buyer) on or before the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties made by Seller Parties in this Agreement (other than the Fundamental Representations and the representations made in Section 3.06(a)) shall be true and correct as of the date hereof and as of the Closing as though made at and as of the Closing, except: (i) to the extent that such representations and warranties are made as of a particular date, in which case such representations and warranties shall have been true and correct as of such date; or (ii) where the failure of such representations and warranties to be true and correct (without giving effect to any qualifications or limitations as to "materiality", "Company Material Adverse Effect" or words of similar import set forth therein), individually or in the aggregate, has not had and could not reasonably be expected to have a Company Material Adverse Effect. The Fundamental Representations made by Seller Parties in this Agreement (other than the representations made in Section 3.02) shall be true and correct in all material respects (without giving effect to any qualifications or limitations as to "materiality", "Company Material Adverse Effect" or words of similar import set forth therein) as of the date hereof and as of the Closing as though made at and as of the Closing, except to the extent that such representations and warranties are made as of a particular date, in which case such representations and warranties shall have been true and correct in all material respects (without giving effect to any qualifications or limitations as to "materiality", "Company Material Adverse Effect" or words of similar import set forth therein) as of such date. The representations and warranties made in Section 3.02 and Section 3.06(a) shall be true and correct in all respects as of the date hereof and as of the Closing as though made at and as of the Closing. Buyers shall have received a certificate signed by Seller Representative (on behalf of Sellers) to the effect of the preceding three sentences.

(b) Performance of Obligations. Seller Parties, HoldCo and OpCo shall have performed or complied with in all material respects each obligation and covenant required by this Agreement and the Ancillary Agreements to be performed or complied with by any Seller Party, HoldCo or OpCo, as applicable, on or before the Closing Date, and Buyers shall have received a certificate signed by Seller Representative (on behalf of Sellers) to such effect.

(c) Absence of Proceedings. There shall not be pending any Proceeding (i) challenging or seeking to restrain or prohibit any Transaction, (ii) seeking to prohibit or limit the ownership, control or operation by either Buyer or any of its Related Persons of the Acquired Interests or any of the Acquired Companies or (iii) seeking to impose any conditions or restrictions that, individually or in the aggregate, in the reasonable judgment of Buyer Representative, would materially impair (or could reasonably be expected to materially impair) the ability of Buyers to consummate the Transactions or could reasonably be expected to have a material adverse effect on the economic benefits to Buyers or any of their Related Persons arising therefrom or any other material adverse effect on Buyers or any of their Related Persons.

(d) Closing Deliveries. Seller Parties shall have delivered, or caused to be delivered, to Buyers all of the other items contemplated by Section 1.03, and the executed PropCo GP LP Agreement shall include a form of hotel management agreement attached thereto as Exhibit C that shall have been approved by Buyer Representative and Buyer 2.

(e) No Company Material Adverse Effect. Since the date of this Agreement, there shall not have been a Company Material Adverse Effect, and Buyers shall have received a certificate signed by Seller Representative (on behalf of Sellers) to such effect.

(g) Massachusetts Liquor License Matters. Seller Parties or the applicable Acquired Companies, as the case may be, shall have (i) prepared and signed the appropriate lease agreement, assignment or other document acceptable to the applicable Governmental Entity, evidencing 365 Management Company, LLC's exclusive possession and use of the licensed premises for liquor service in respect of the MA Liquor License, with effectiveness upon approval of the MA Liquor License Applications by the Massachusetts Alcoholic Beverages Control Commission, in form and substance reasonably acceptable to Buyer Representative and Buyer 2 (collectively, the "MA Lease Update"), and such MA Lease Update shall be in full force and effect without modification as of the Closing, and (ii) filed with the Board of Selectmen of the Town of Needham and the Massachusetts Alcoholic Beverages Control Commission a change in corporate structure and/or other reasonably necessary applications in respect of the MA Liquor License and the transfer thereof contemplated in connection with the Transactions, in form and substance reasonably acceptable to Buyer Representative and Buyer 2 (collectively, the "MA Liquor License Applications"), and as of the Closing such applications shall not have been rescinded or terminated.

Section 6.03 Conditions to Obligation of Seller Parties, HoldCo and OpCo. The obligation of Seller Parties, HoldCo and OpCo to consummate the Transactions is subject to the satisfaction (or waiver by Seller Representative) on or before the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties made by Buyers in this Agreement (other than the Fundamental Representations) shall be true and correct as of the date hereof and as of the Closing as though made at and as of the Closing, except: (i) to the extent that such representations and warranties made as of a particular date, in which case such representations and warranties shall have been true and correct as of such date; or (ii) where the failure of such representations and warranties to be true and correct (without giving effect to any qualifications or limitations as to "materiality" or words of similar import set forth therein), individually or in the aggregate, has not had and could not reasonably be expected to have a Buyer Material Adverse Effect. The Fundamental Representations made by Buyers in this Agreement shall be true and correct in all material respects (without giving effect to any qualifications or limitations as to "materiality" or words of similar import set forth therein) as of the date hereof and as of the Closing as though made at and as of the Closing, except to the extent that such representations and warranties made as of a particular date, in which case such representations and warranties shall have been true and correct in all material respects (without giving effect to any qualifications or limitations as to "materiality" or words of similar import set forth therein) as of

such date. Seller Representative shall have received a certificate signed by Buyer Representative (on behalf of Buyers) to the effect of the preceding two sentences.

(b) Performance of Obligations. Each Buyer shall have performed or complied with in all material respects each obligation and covenant required by this Agreement and the Ancillary Agreements to be performed or complied with by it on or before the Closing Date, and Seller Representative shall have received a certificate signed by Buyer Representative (on behalf of Buyers) to such effect.

Section 6.04 Frustration of Closing Conditions. No Buyer, on the one hand, nor any Seller Party, HoldCo or OpCo, on the other hand, may rely, either as a basis for not consummating the Transactions or terminating this Agreement and abandoning the Transactions, on the failure of any condition set forth in this Article VI to be satisfied if such failure was caused by such party's material breach of any provision of this Agreement.

## ARTICLE VII

## Termination, Amendment and Waiver

Section 7.01 Termination. Notwithstanding anything to the contrary herein, this Agreement may be terminated and the Transactions abandoned at any time before the Closing:

(a) by mutual written consent of Buyer Representative and Seller Representative;

(b) on or after [redacted] by Buyer Representative, on the one hand, or Seller Representative, on the other hand, by written notice to the other party, if the Closing has not occurred on or before the date such notice is given; provided, however, that the right to terminate this Agreement under this Section 7.01(b) shall not be available to Buyer Representative, on the one hand, or Seller Representative, on the other hand, if the failure of a Buyer or a Seller Party, respectively, to fulfill any obligation under this Agreement has been the primary cause of the failure of the Closing to occur on or before such date (it being understood and agreed that the failure to receive any Consent shall not, by itself, limit Buyer Representative's or Seller Representative's right to terminate this Agreement under this Section 7.01(b));

(c) by Seller Representative by written notice to Buyer Representative if there have been one or more breaches by Buyers of any of their representations, warranties, covenants or agreements contained herein that have not been waived by Seller Parties and would reasonably be expected to result in the failure to satisfy any of the conditions set forth in Section 6.01 or Section 6.03 and such breaches, if curable, have not been cured by the earlier of (A) within 30 days after written notice thereof has been received by Buyer Representative and (B) the Outside Date; provided, however, that Seller Representative shall not be entitled to terminate this Agreement pursuant to this Section 7.01(c) at any time during which any Seller Party, HoldCo or OpCo is then in material breach of any of its representations, warranties, covenants or obligations set forth in this Agreement;

(d) by Buyer Representative by written notice to Seller Representative if there have been one or more breaches by any Seller Party, HoldCo or OpCo of any of their

representations, warranties, covenants or agreements contained herein that have not been waived by Buyer Representative and would reasonably be expected to result in the failure to satisfy any of the conditions set forth in Section 6.01 or Section 6.02 and such breaches, if curable, have not been cured by the earlier of (A) within 30 days after written notice thereof has been received by Seller Representative and (B) the Outside Date; provided, however, that Buyer Representative shall not be entitled to terminate this Agreement pursuant to this Section 7.01(d) at any time during which either Buyer is then in material breach of any of its representations, warranties, covenants or obligations set forth in this Agreement;

(e) by either Seller Representative, on the one hand, or Buyer Representative, on the other hand, by giving written notice to the other party if any Governmental Entity shall have enacted or promulgated any Law or shall have issued any Judgment restraining, enjoining, making illegal or otherwise prohibiting the Transactions and such Law or Judgment shall have become final and nonappealable; provided that the right to terminate this Agreement under this Section 7.01(e) shall not be available to Buyer Representative, on the one hand, or Seller Representative, on the other hand, if the failure of a Buyer or a Seller Party, respectively, to fulfill any obligation under this Agreement has been the primary cause of the enactment, promulgation or issuance of such Law or Judgment; or

Section 7.02 Effect of Termination. If this Agreement is terminated and the Transactions are abandoned as described in Section 7.01, then this Agreement shall become null and void and of no further force and effect, and all further obligations of the parties under this Agreement will terminate, except as otherwise set forth in this Section 7.02, except for Section 5.04, Section 5.06, Section 5.07, Section 7.01, this Section 7.02 and Article IX, and except that such termination shall not relieve any party of any Liability for any willful and material breach of any agreement or covenant in this Agreement or Fraud prior to such termination; provided that, notwithstanding anything to the contrary in this Agreement, in no event shall either Buyer's Liability under this Agreement exceed its Buyer Percentage of the Aggregate Purchase Price.

ARTICLE VIII

Tax Matters; Recourse

Section 8.01 Tax Matters.

(a) Seller Representative shall prepare, or cause to be prepared, and file, or cause to be filed, all Tax Returns that result in the flow-through of taxable income from the Acquired Companies directly or indirectly to Seller Parties (each, a "Flow-Through Tax Return") for all Pre-Closing Periods, and shall remit or cause to be remitted any Taxes required to be paid by the Acquired Companies with respect to such Tax Returns. All Tax Returns that Seller Representative shall prepare, or cause to be prepared, and file, or cause to be filed in accordance with this paragraph (a) shall be prepared in a manner consistent with past practice (unless otherwise required by law) and without a change of any election or any accounting method and shall be submitted by Seller Representative to Buyer Representative (together with schedules and statements) at least thirty (30) days before its due date (including extensions) for Buyer Representative's review, comment and approval (such approval not to be unreasonably withheld, conditioned or delayed). To the extent the taxable year of any Acquired Company does not end on the Closing Date, the parties shall use the "interim closing of the books" method at the end of the Closing Date for purposes of allocating items of income, gain, loss and deduction to Seller Parties under Section 706 of the Code with respect to each Flow-Through Tax Return. To the maximum extent permitted by applicable Law, all Tax Deductions related to Transaction Expenses shall be allocated to the Pre-Closing Period. Buyers shall prepare, or cause to be prepared, and file, or cause to be filed, all other Tax Returns of the Acquired Companies that are due after the Closing Date. All Tax Returns that Buyer Representative shall prepare, or cause to be prepared, and file or cause to be filed, for any Straddle Period of any Acquired Company in accordance with this paragraph (a) shall be submitted by Buyer Representative to Seller Representative (together with schedules and statements) at least thirty (30) days before its due date (including extensions) for Seller Representative's review, comment and approval (such approval not to be unreasonably withheld, conditioned or delayed).

(b) Assistance and Cooperation in Tax Matters. After the Closing Date, Seller Parties and Buyers shall (and shall cause their respective Affiliates to):

(i) timely sign and deliver such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise reduce), or file Tax Returns or other reports with respect to, Taxes described in Section 5.06(b);

(ii) cooperate fully in preparing for and defending any audits of, or disputes with taxing authorities regarding, any Tax Returns of each Acquired Company;

(iii) make available to the other and to any taxing authority as reasonably requested all information, records, and documents relating to Taxes of each Acquired Company; and

(iv) furnish the other with copies of all correspondence received from any taxing authority in connection with any Tax audit or information request with respect

to any Taxes or Tax Returns of each Acquired Company; provided, however, that a Buyer shall only be obligated to furnish copies of such correspondence to Seller Parties to the extent such audit or information request relates to Taxes for which a Seller Party may be liable under the terms of this Agreement.

(c) Liability for Taxes.

(i) Notwithstanding anything herein to the contrary, Seller Parties shall be jointly and severally liable for, and shall indemnify each Buyer and its respective Representatives (collectively, "Buyer Indemnitees") against and hold harmless each Buyer Indemnitee from, without duplication, any Losses suffered or incurred by such Buyer Indemnitee arising out of, involving or otherwise in respect of (A) Taxes imposed on any Acquired Company, or for which any Acquired Company may otherwise be liable, as a result of having been a member of a Company Group (including Taxes for which any Acquired Company may be liable pursuant to Treasury Regulation §1.1502-6 or similar provision of Law as a result of having been a member of a Company Group) and any Taxes resulting from any Acquired Company ceasing to be a member of any Company Group, (B) Taxes imposed on any Acquired Company, or for which any Acquired Company may otherwise be liable, for any taxable year or period that ends on or before the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period ending on and including the Closing Date, (C) Taxes arising out of the Pre-Closing Restructuring, and (D) Taxes for which any Buyer Indemnitee is liable arising out of any income attributable to any Acquired Company described in Section 951 or 951A(b) of the Code realized prior to or on the Closing Date; provided, however, that (1) Sellers shall not be liable for any Tax Liability under this Section 8.01(c) to the extent such Tax Liability is taken into account in computing the Indebtedness Amount, paid by the applicable Acquired Company prior to Closing, or paid by Sellers, (2) Sellers' aggregate Liability under this Section 8.01(c) shall not exceed [redacted] and (3) the amount of any Losses for which indemnification is provided under this Section 8.01(c) shall be calculated net of any duplicative amounts actually received by HoldCo or any Buyer Indemnitee under the R&W Policy (it being understood and agreed that HoldCo or the Buyer Indemnitees, as applicable, shall, to the extent such coverage is available, use commercially reasonable efforts to seek recovery for such Losses under the R&W Policy prior to seeking recovery directly against Sellers for such Losses). For the avoidance of doubt, Sellers shall be liable for any accrued but unpaid payroll and other employment Taxes owed by the Acquired Companies and deferred past their original due date pursuant to Section 2302 of the CARES Act to the extent such Taxes otherwise relate to a taxable year or period that ends on or before the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period ending on and including the Closing Date. Sellers shall reimburse Buyers for any Losses that are the responsibility of Sellers pursuant to this Section 8.01(c) within ten (10) Business Days of Seller Representative receiving from Buyer Representative a notice setting forth the amount of any such Losses for which Seller is liable under this Section 8.01(c), together with applicable supporting documentation.

(ii) For purposes of Section 8.01(c)(i), whenever it is necessary to determine the Liability for Taxes of any Acquired Company for a Straddle Period, the determination of the Taxes of such Acquired Company for the portion of the Straddle

Period ending on and including the Closing Date shall be determined by assuming that the Straddle Period consisted of two taxable years or periods, one which ended at the close of the Closing Date and the other which began at the beginning of the day following the Closing Date and items of income, gain, deduction, loss or credit of such Acquired Company for the Straddle Period shall be allocated between such two taxable years or periods on a "closing of the books basis" by assuming that the books of such Acquired Company were closed at the close of the Closing Date; provided, however, that exemptions, allowances, deductions or Taxes that are calculated on an annual basis, such as property Taxes and depreciation deductions, shall be apportioned between such two taxable years or periods on a daily basis.

(d) Termination of Tax Allocation Arrangements. Any Tax Sharing Arrangement entered into by a Seller Party or an Affiliate of a Seller Party, on the one hand, and any Acquired Company, on the other hand, shall be terminated as to each Acquired Company on or prior to the Closing, and after the Closing no Acquired Company shall have any Liability thereunder.

(e) Allocation of Aggregate Purchase Price. Within ninety (90) days of the determination of the Aggregate Purchase Price as finally determined pursuant to Section 1.04, Buyer Representative shall provide to Seller Representative a schedule allocating the Aggregate Purchase Price (including, for this purpose, the applicable Liabilities of the Acquired Companies and other relevant items) among the assets of the Acquired Companies (the "Allocation Schedule") for purposes of determining the allocation under Section 755 of the Code and the tax basis adjustments under Section 743 of the Code. The Allocation Schedule shall be reasonable and shall be prepared in accordance with Section 751 of the Code and the Treasury Regulations thereunder. The Allocation Schedule shall be final and binding, and none of Buyers, Seller Parties or their respective Affiliates shall file any federal, state, local and foreign Tax Returns in a manner that is inconsistent with the Allocation Schedule.

(f) Tax Elections. Without limiting the generality of the terms that shall be set forth in Section 9.3(b) and Section 9.3(e) of the HoldCo A&R Operating Agreement, the TowerBrook Member, its capacity as Buyer, or the Partnership Representative (as defined in HoldCo A&R Operating Agreement), shall cause any of the Acquired Companies to make an election pursuant to Section 6226 of the Code or any comparable provision of state, local or non-U.S. law in connection with any Tax audit with respect to a Pre-Closing Period.

(g) Buyer Tax Acts. Notwithstanding anything to the contrary, without the consent of Seller Representative (not to be unreasonably withheld), unless required by applicable Law, Buyers shall not, and shall cause its Affiliates (including the Acquired Companies) not to: (i) take any actions outside the ordinary course of business on the Closing Date following the Closing or convert or otherwise change the form of any of the Acquired Companies under applicable state, local or non-U.S. Law; (ii) subject to Section 8.01(f), make, change or revoke any Tax election with respect to any of the Acquired Companies for, or that has retroactive effect to, a taxable period (or portion thereof) ending on or before the Closing Date; (iii) file, amend or otherwise modify any Tax Return with respect to the Acquired Companies for a taxable period (or portion thereof) that ends on or before the Closing Date, (iv) initiate voluntary contact (including through any voluntary disclosure program) with any Governmental Entity in respect of Taxes or

Tax Returns of the Acquired Companies for any taxable period (or portion thereof) that ends on or before the Closing Date.

(h) Flow-Through Tax Audits. If a written notice of any Tax audit or other proceeding with respect to a Flow-Through Tax Return is received by any Buyer or any Acquired Company with respect to a Pre-Closing Period (a "Tax Claim"), the notified party shall give Seller Representative prompt written notice of such Tax Claim, provided, that failure to comply with this provision shall not affect Buyers' right to indemnification under this Agreement except to the extent such failure materially impairs Sellers' ability to contest any such Tax Claim. After the Closing, upon Seller Representative's delivery of notice to Buyers within 30 days of Seller Representative's receipt of written notice of such Tax Claim, Seller Representative shall have the right (at its option) to represent the interests of the applicable Acquired Company with respect to such Tax Claim and to employ counsel of Seller Representative's choice at Sellers' expense; provided, however, that, as between Buyers and Seller Representative, (i) the Buyers, if the non-controlling party, shall be permitted, at Buyers' expense, to be present at, and participate in, any such Tax Claim, (ii) the controlling party shall keep the non-controlling party reasonably informed and consult in good faith with the non-controlling party with respect to any issue relating to such Tax Claim, (iii) the controlling party shall provide the non-controlling party with copies of all correspondence, notices and other written material received from any Governmental Entity with respect to such Tax Claim, (iv) the controlling party shall provide the non-controlling party with a copy of, and an opportunity to review and comment on, all submissions made to any Governmental Entity in connection with such Tax Claim and (v) the controlling party may not agree to a settlement or compromise thereof without any prior written consent of the non-controlling party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, for purposes of clause (v), the parties hereto agree that it is not unreasonable for the Buyers or the Buyer Representative to withhold, condition or delay such consent if Gemini Insurance Company, the issuer of the R&W Policy, has not consented to such settlement or compromise under the terms of the R&W Policy. If Seller Representative fails to notify Buyers of its election to control such a Tax Claim within 30 days following receipt by Seller Representative of written notice of such Tax Claim, Buyers shall control such Tax Claim, subject to this Section 8.01(h). HoldCo shall have the sole right to represent the Acquired Companies with respect to any Tax audit or proceeding with respect to any taxable period ending after the Closing Date.

(i) Survival of Obligations. Notwithstanding anything to the contrary in this Agreement, the obligations of the parties set forth in this Section 8.01 shall survive until 60 days after the expiration of all statutes of limitation (taking into account extensions thereof).

[redacted]

Section 8.05 Release. Each Seller Party, on the one hand, and each Buyer, on the other hand, on behalf of itself and each of its current and former Related Persons, hereby releases and forever discharges (a) in the case of each Seller Party, Buyers, the Acquired Companies and each of their respective individual, joint or mutual, past, present and future Representatives, Related Persons, successors and assigns and (b) in the case of each Buyer, Seller Parties and each of their respective individual, joint or mutual, past, present and future Representatives, Related Persons, successors and assigns, excluding any Affiliate of a Seller Party other than in its capacity as a Seller Party hereunder (such Persons described in the foregoing clauses (a) or (b), as applicable, individually, a "Releasee" and collectively, "Releasees") from any and all claims, demands, Proceedings, causes of action and Judgments that such releasing Person or any of its respective current or former Related Persons now have, have ever had or may hereafter have against the respective Releasees, and from any and all Contracts, debts and Liabilities that any respective Releasee now has, has ever had or may hereafter have in favor of Seller Parties or Buyers, as applicable, or any of their current or former Related Persons, in each case of any nature (whether absolute or contingent, asserted or unasserted, known or unknown, primary or secondary, direct or indirect, and whether or not accrued) arising contemporaneously with or before the Closing Date or on account of or arising out of any matter, cause or event occurring contemporaneously with or before the Closing Date, including, in the case of Seller Party and its respective Related Persons, any rights to indemnification or reimbursement from any Acquired Company (other than in its capacity as a director, manager, employee, agent or officer of any Acquired Company), whether pursuant to their respective certificate or articles of incorporation or formation or by-laws or operating agreement (or comparable documents), Contract or otherwise and whether or not relating to claims pending on, or asserted after, the Closing Date (in each case other than any obligations of the Parties arising under this Agreement (including under Section 8.01(c) or Section 8.02) or any Ancillary Agreement or claims of employees to receive compensation in the Ordinary Course of Business for periods before the Closing Date) (collectively, the "Released Claims"). Each Seller Party and each Buyer hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any Proceeding of any kind against any of its respective Releasees, based upon any Released Claim. Notwithstanding the foregoing or anything to the contrary herein, nothing in this Agreement shall constitute a release or waiver of any rights, claims, demands, Proceedings, causes of action or Judgments any of the Acquired Companies now have, have ever had or may hereafter have against any past, present or future managers, directors, officers or employees of the Acquired Companies in their capacities as such.

## ARTICLE IX

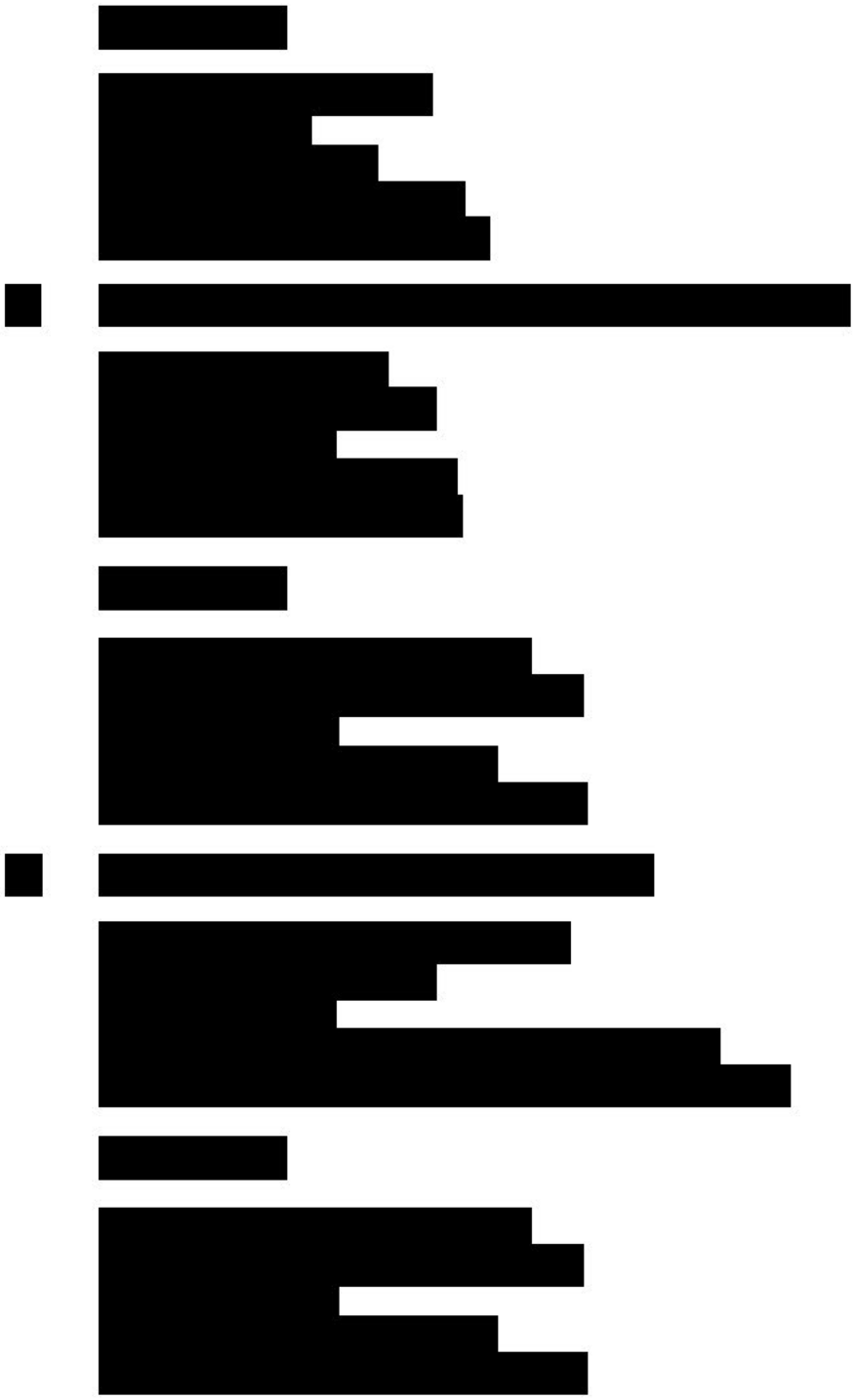
## General Provisions

Section 9.01 Assignment. This Agreement and the rights hereunder are not assignable by any party unless such assignment is consented to in writing by the other parties and any assignment in contravention to this provision shall be null and void; provided, however, that each Buyer shall be permitted to assign its rights under this Agreement (i) to any of such Buyer's Affiliates or (ii) upon such Buyer's sale, disposition or other transfer, in whole or in part, of the equity interests in, or business or assets or properties of, the Acquired Companies. Subject to the preceding sentence, this Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 9.02 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such assigns, any legal or equitable rights hereunder, except (a) with respect to any Buyer Indemnitee, as contemplated by Article VIII, (b) as contemplated by Section 5.11, (c) as contemplated by Section 9.13 and (d) with respect to each of Sidley, BCLP and S&C, as contemplated by each of Section 9.16, Section 9.17 and Section 9.18, respectively. This Agreement does not constitute an amendment of any Benefit Plan and does not impose any obligations on Buyers under any Benefit Plan.

Section 9.03 Amendments and Waivers. No amendment or waiver of any provision of this Agreement will be binding unless it is in writing and signed, in the case of an amendment, by each Buyer and Seller Representative, or in the case of a waiver, by the party against whom the waiver is to be effective. No delay or omission by any party hereto to exercise any right or power under this Agreement or pursuant to Law shall impair such right or power or be construed as a waiver thereof. A waiver by any party of any representation, warranty, covenant or condition shall not be construed to be a waiver of any succeeding breach or of any other representation, warranty, covenant or condition.

Section 9.04 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by email or sent, postage prepaid, by registered, certified or express mail or overnight courier service and shall be deemed given when received as follows:



Section 9.05 Interpretation; Exhibits and Schedules; Certain Definitions. (a) The headings contained herein and in any Exhibit or Schedule hereto and the table of contents hereto are for reference purposes only and shall not affect in any way the meaning or interpretation hereof. Any disclosure set forth in any Schedule shall be deemed set forth for purposes of any other Schedule to which such disclosure is relevant, but only to the extent that it is readily apparent from the face of such disclosure that such disclosure is relevant to such other Schedule. All Exhibits and

Schedules hereto are hereby incorporated in and made a part hereof as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit, but not otherwise defined therein, shall have the meaning as defined herein. When a reference is made herein to a Section, Exhibit or Schedule, such reference shall be to a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns. For all purposes of this Agreement, unless otherwise specified herein, (i) "or" shall be construed in the inclusive sense of "and/or"; (ii) words (including capitalized terms defined herein) in the singular shall be construed to include the plural and vice versa and words (including capitalized terms defined herein) of one gender shall be construed to include the other gender as the context requires; (iii) the terms "hereof" and "herein" and words of similar import shall be construed to refer to this Agreement as a whole (including all the Exhibits and Schedules) and not to any particular provision of this Agreement; (iv) whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" unless preceded by a negative predicate; (v) all references herein to "$" or dollars shall refer to United States dollars; and (vi) all references to "party" or "parties" shall be a reference to a party or the parties to this Agreement, unless otherwise indicated. Each representation, warranty, covenant and agreement contained herein shall have independent significance. Accordingly, if any representation, warranty, covenant or agreement contained herein is breached, the fact that there exists another representation, warranty, covenant or agreement relating to the same subject matter (regardless of the relative levels of specificity) shall not detract from or mitigate the breach of the first representation, warranty, covenant or agreement. Whenever this Agreement requires any Acquired Company to take, or refrain from taking, any action prior to the Closing, such requirement shall be deemed to involve an undertaking on the part of Seller Parties to cause such Acquired Company to take, or refrain from taking, such action. Any cause of action for breach of any representation, warranty or covenant contained herein shall accrue, and the statute of limitations period shall begin to run, upon discovery of such breach by the party seeking to assert such cause of action. Any document, list or other item shall be deemed to have been "made available" to Buyers or Buyer Representative for all purposes of this Agreement only if such document, list or other item was posted at least two (2) Business Days before the date hereof in the electronic dataroom established by Seller Parties in connection with the Transactions. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall constitute a waiver by Buyers of Fraud against Seller Parties, the Acquired Companies or any other Person.

(b) For all purposes hereof:

"Accounting Firm" has the meaning specified in Section 1.04(d).

"Accounting Principles" means GAAP, as modified by the accounting principles, policies, procedures and methodologies set forth on Exhibit I.

"Acquired Companies" has the meaning specified in the recitals hereto.

"Acquired Companies Benefit Plans" has the meaning specified in Section 5.12(b).

"Acquired Interests" has the meaning specified in the recitals hereto.

[redacted]

"Affiliate" of any Person means another Person that directly or indirectly controls, is controlled by, or is under common control with, such first Person. For purposes of this definition, the term "control" (including its correlative meanings "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise). For the avoidance of doubt, immediately following the Closing, (a) Affiliates of Buyer 1 shall include the Acquired Companies and (b) Affiliates of Seller Parties shall not include the Acquired Companies.

"Aggregate Purchase Price" has the meaning specified in Section 1.01(c).

"Agreement" has the meaning specified in the preamble hereto.

"Allocation Schedule" has the meaning specified in Section 8.01(e).

"Ancillary Agreements" means the Escrow Agreement, the HoldCo A&R Operating Agreement and the other agreements and instruments executed and delivered in connection with this Agreement.

[redacted]

"Benefit Plan" " means each "employee benefit plan" (as defined in Section 3(3) of ERISA), whether or not subject to ERISA, and each other employee benefit or compensation plan, practice, program, policy, agreement, or arrangement, including each bonus, commission, incentive, deferred compensation, equity or equity-based compensation, severance, retention, salary continuation, pension, retirement, profit-sharing, vacation, holiday, paid time off, sick leave, fringe benefit, employment, consulting, change in control, welfare, and fringe benefit or compensation plan, practice, program, policy, agreement, or arrangement, whether oral or written, in each case (a) maintained, sponsored, contributed to, or required to be maintained or contributed to by any Acquired Company, (b) to which any Acquired Company is a party, (c) with respect to which any Acquired Company has or may have any Liability, or (d) in which any employee of any Acquired Company is eligible to participate.

"Business Day" means any day, other than a Saturday or a Sunday or any other day on which the Federal Reserve Bank of New York is closed.

"Buyer 1" has the meaning specified in the preamble hereto.

"Buyer 1 Acquired Interests" has the meaning specified in the recitals hereto.

"Buyer 1 Percentage" means 73.33%.

"Buyer 2" has the meaning specified in the preamble hereto.

"Buyer 2 Acquired Interests" has the meaning specified in the recitals hereto.

"Buyer 2 Percentage" means 26.67%.

[redacted]

"Buyer Indemnitee" has the meaning specified in Section 8.01(c)(i).

"Buyer Investors" has the meaning specified in the definition of MOIC below.

"Buyer Material Adverse Effect" means a material adverse effect on the ability of any Buyer to timely perform its obligations under this Agreement and the Ancillary Agreements.

"Buyer Percentage" means, with respect to Buyer 1, the Buyer 1 Percentage or, with respect to Buyer 2, the Buyer 2 Percentage.

"Buyer Representative" has the meaning specified in Section 9.15(a).

"Buyers" has the meaning specified in the preamble hereto.

[redacted]

[redacted]

"Closing" has the meaning specified in Section 1.02.

[redacted]

"Closing Date" has the meaning specified in Section 1.02.

[redacted]

"COBRA" means Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code, or any similar state Law.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company Contracts" has the meaning specified in Section 3.11(b).

"Company Data" means all confidential data, information, and data compilations contained in the IT Systems or any databases of the Acquired Companies, including Personal Data, that are used by, or necessary to the business of, the Acquired Companies.

"Company Group" means any "affiliated group" (as defined in Section 1504(a) of the Code without regard to the limitations contained in Section 1504(b) of the Code) that, at any time on or before the Closing Date, includes or has included any Acquired Company or any direct or indirect predecessor of any Acquired Company, or any other group of corporations filing Tax Returns on a combined, consolidated or unitary basis that, at any time on or before the Closing Date, includes or has included any Acquired Company or any direct or indirect predecessor of any Acquired Company.

"Company IT Systems" has the meaning specified in Section 3.10(a).

"Company Material Adverse Effect" means any event, fact, action, change, circumstance, occurrence or effect (each, an "Effect") that, individually or in the aggregate, has or would reasonably be expected to have a material adverse effect on (a) the business, assets, Liabilities, condition (financial or otherwise), operations or results of operations of the Acquired Companies, taken as a whole, or (b) the ability of Seller Parties, HoldCo or OpCo to timely consummate the Transactions and to perform their obligations under this Agreement and the

Ancillary Agreements; provided, however, that, with respect to clause (a) of this definition, the term "Company Material Adverse Effect" shall not include any Effect, and no such Effect shall be taken into account in determining whether a Company Material Adverse Effect has or would reasonably be expected to occur, to the extent it results from (i) changes generally affecting the financial, credit or securities markets in the United States or in any other country or region in the world, (ii) acts of God, declaration of war, terrorist attack or the outbreak and ongoing effects of COVID-19, (iii) changes in Law occurring after the date hereof, (iv) changes in GAAP occurring after the date hereof, (v) any failure by the Acquired Companies to meet any financial projections (provided that, for the avoidance of doubt, this clause (v) shall not preclude Buyers from asserting that the underlying cause of such failure to meet financial projections constitutes a Company Material Adverse Effect), or (vi) the public announcement of the Transactions as a result of the identity of Buyers, but any effects resulting from the matters referred to in this clause (vi) shall be excluded only to the extent such matters occur after the date hereof; it being understood and agreed that in the case of any Effects referred in clauses (i), (ii), (iii) or (iv), to the extent that such Effect has, or would reasonably be expected to have, a disproportionate impact on the Acquired Companies as compared to other companies operating in the same industry, such Effect may be taken into account in determining whether a Company Material Adverse Effect has occurred.

"Company Privacy Policies" means any (a) internal or external past or present data protection, data usage, privacy and security policies of the Acquired Companies and (b) policies and obligations applicable to the Acquired Companies as a result of any certification relating to privacy, security, or the Processing of Personal Data.

"Company Registered IP" has the meaning specified in Section 3.09(a).

"Condemnation" has the meaning specified in Section 3.08(b).

"Confidential Information" has the meaning specified in Section 5.04(b).

"Confidentiality Agreement" has the meaning specified in Section 5.04(a).

"Consent" has the meaning specified in Section 2.03.

"Continuing Employee" has the meaning specified in Section 5.12(a).

"Contract" means any contract, lease, license, indenture, agreement, commitment or other legally binding arrangement.

"Convertible Securities" of any Person means any options, warrants, rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, commitments, Contracts, arrangements or undertakings of any kind to which any such Person or any of its Subsidiaries is a party or by which such Person or any of its assets is bound (a) obligating such Person to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock or other equity interests in, or any security convertible or exercisable for or exchangeable into any capital stock of or other equity interest in, such Person or into any Voting Debt of such Person, (b) obligating such Person to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, Contract, arrangement or undertaking or (c) that give any Person the right to receive any economic benefit or right similar

to or derived from the economic benefits and rights accruing to holders of shares or other equity interests in such Person.

"Copyrights" means copyrightable works and copyrights, whether registered or unregistered, including Software, in any jurisdiction throughout the world and pending applications to register the same.

[redacted]

"COVID-19" means SARS-CoV-2 or COVID-19.

[redacted]

"D&O Indemnified Parties" has the meaning specified in Section 5.11(a).

"Data Processor" means a natural or legal Person, public authority, agency or other body that Processes Personal Data on behalf of or at the direction of any Acquired Company.

[redacted]

"Environmental Laws" means any and all Laws, Judgments and Permits issued, promulgated or entered into by or with any Governmental Entity, relating to pollution or protection of the environment, the preservation or reclamation of natural resources, or to the protection of human health and safety (in respect of exposure to Hazardous Materials), including those Laws, Judgments and Permits relating to the management, presence, use, production, generation, handling, treatment, disposal, storage, transport, distribution, labeling, testing, processing,

discharge, control, cleanup, Release or threatened Release of, or exposure to, any Hazardous Materials.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means each trade or business (whether or not incorporated) under common control with, or otherwise treated as a single employer with, any Acquired Company, within the meaning of Section 414 of the Code or Section 4001 of ERISA.

[redacted]

"Exchange Act" means Securities Exchange Act of 1934, as amended.

"Excluded Communications" has the meaning specified in Section 7.17.

"Existing HoldCo Operating Agreement" has the meaning specified in the recitals hereto.

[redacted]

"Family" means, with respect to an individual, (a) the individual's spouse and any former spouses, (b) any other individual who is related to the individual or the individual's spouse (or any former spouse) within the second degree and (c) any other individual who resides with such individual.

"Filing" has the meaning specified in Section 2.03.

"Financial Statements" has the meaning specified in Section 3.05(a).

"Flow-Through Tax Return" has the meaning specified in Section 8.01(a).

"Fraud" means, with respect to any Person, an actual and intentional fraud, as defined by the common law of the state of Delaware, by such Person with respect to the making

of an express representation or warranty contained in this Agreement by such Person where (a) such Person had knowledge that such representation or warranty made by such Person was inaccurate when made, (b) such representation or warranty was made with the express intent to induce another Person to rely thereon and to cause such other Person, in justifiable reliance thereon, to act or refrain from acting and (iii) such other Person suffered Losses as a result of such reliance. Fraud by a Person shall not be imputed to any other Person.

"Fundamental Representations" means [redacted]

"GAAP" means United States generally accepted accounting principles.

"Governmental Entity" means (a) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public body, authority or department, court, tribunal, arbitral body, commission, board, bureau, commissioner, ministry, governor-in counsel, any securities exchange, agency or instrumentality, domestic or foreign; (b) any subdivision or authority of any of the above; or (c) any quasi-governmental, administrative or private body, including any tribunal, commission, committee, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority or providing certifications under or for the account of any of the foregoing.

"GP LLC" has the meaning specified in Section 1.03(h)(vii).

"Hazardous Materials" means (a) any material, waste or substance identified, defined, or classified as hazardous or toxic or as a pollutant or contaminant pursuant to any Environmental Law, (b) any and all radioactive materials or wastes, petroleum (including crude oil or any fraction thereof) or petroleum products or distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, per- and polyfluoroalkyl substances and urea formaldehyde foam, and (c) any other wastes, materials, chemicals or substances that are regulated pursuant to or for which Liability or standards of care exist under any Environmental Law.

[redacted]

"HoldCo" has the meaning specified in the preamble hereto.

"HoldCo A&R Operating Agreement" has the meaning specified in the recitals hereto.

"HoldCo Interests" has the meaning specified in the recitals hereto.

[redacted]

[redacted]

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

[redacted]

[redacted]

"Information Security Program" means a written information security program that complies with Privacy Requirements, that when appropriately implemented and maintained would constitute reasonable security procedures and practices appropriate to the nature of Personal Data, and that is at least as stringent as one or more relevant industry standards and that includes: (a) policies and procedures regarding Personal Data, and the Processing thereof; (b) administrative, technical and physical safeguards to protect the security, confidentiality, availability, and integrity of any Personal Data owned, controlled, maintained, held, or Processed by any of the Acquired Companies or Data Processors; (c) disaster recovery, business continuity, incident response, and security plans, procedures and facilities; and (d) protections against Security Incidents, Malicious Code, and against loss, misuse, or unauthorized access to, and disruption of, and the Processing of Company Data, Company IT Systems and the systems of any Data Processor.

"Initial Submissions" has the meaning specified in Section 1.04(d).

"Intellectual Property" means all intellectual property and intellectual property rights in any jurisdiction throughout the world including all Copyrights, Patent rights, Trademarks and Know-How, and all claims for Losses by reason of past infringement thereof, with the right to sue for, and collect the same.

"Interim Balance Sheets" has the meaning specified in Section 3.05(a)(ii).

"Judgment" means any judgment, writ, order, decree, award, ruling, decision, verdict, subpoena, injunction or settlement entered, issued, made or rendered by, or any consent agreement or memorandum of understanding with, any Governmental Entity (in each case whether temporary, preliminary or permanent).

"Know-How" means all information, inventions (whether or not patentable), improvements, practices, algorithms, formulae, trade secrets, tests, assays, techniques, methods, procedures, knowledge, results, test data (including raw data, related reports and statistical analysis), analytical and quality control data, protocols, processes, models, designs, drawings, specifications, materials and any other information, data or materials related to the research, discovery, development, marketing, pricing, distribution, cost, sales and manufacturing of products. Know-How shall not include any Patents; provided, however, that any of the foregoing

otherwise included in the written description of any Patent shall be considered Know-How for the purposes of this definition.

[redacted]

"Law" means any Federal, state, local, foreign, international or multinational treaty, constitution, statute or other law (including common law), ordinance, rule, regulation, published guideline (including subregulatory guidance) of any Governmental Entity.

"Leased Property" has the meaning specified in Section 3.08(a).

"Leases" has the meaning specified in Section 3.08(a).

[redacted]

"Lien" means any mortgage, deed of trust, lien, security interest, pledge, reservation, equitable interest, charge, title defect, easement, encroachment, lease, sublease or other possessory interest, license, conditional sale or other title retention agreement, right of first offer, right of first refusal, hypothecation, covenant (including covenants, conditions and restrictions), servitude, right of way, variance, option, warrant, claim, priority, community property interest, restriction (including any restriction on use, voting, transfer, alienation, receipt of income or exercise of any other attribute of ownership) or encumbrance of any kind.

[redacted]

"MA Lease Update" has the meaning specified in Section 6.02(g)(i).

"MA Liquor License" means that certain alcoholic beverage license issued by the Massachusetts Alcoholic Beverages Control Commission to Needham 365 as in effect on the date hereof.

"MA Liquor License Applications" has the meaning specified in Section 6.02(g)(ii)

"Malicious Code" means any "back door," "drop dead device," "time bomb," "Trojan horse," "virus," "ransomware," or "worm" (as such terms are commonly understood in

the software industry) or any other code designed or intended to have, or capable of performing, any of the following functions: (a) disrupting, disabling, harming, interfering with or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (b) damaging or destroying any data or file without the user's consent.

"Material Permit" has the meaning specified in Section 3.12.

"Material Weaknesses" means a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement in the financial statements of a Person will not be prevented or detected.

[redacted]

"Needham 365" means Needham 365 Bev, LLC.

[redacted]

"Notice of Disagreement" has the meaning specified in Section 1.04(c).

[redacted]

[redacted].

"OpCo" has the meaning specified in the preamble hereto.

"Ordinary Course of Business" means, with respect to an action taken by any Person, an action that (a) is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of the business of such Person; and (b) is not required to be authorized by the board of directors of such Person (or by any Person or group of Persons exercising similar authority) and is not required to be specifically authorized by the parent company (if any) or the holders of the capital stock or other equity interests of such Person.

"Organizational Documents" has the meaning specified in Section 5.08(a).

[redacted]

"Owned IP" means all Intellectual Property owned by or purported to be owned by any Acquired Company in whole or in part.

"Patent" means patents (including utility, utility model, plant and design patents, and certificates of invention), patent applications whether published or unpublished, worldwide, (including additions, provisional, national, regional and international applications, as well as original, continuation, continuation-in-part, divisional, continued prosecution applications, reissues, and re-examination applications), patent or invention disclosures, registrations, applications for registrations and any term extension or other governmental action or grant of rights or rights which provides rights beyond the original expiration date of any of the foregoing, including patent term extensions and supplementary protection certificates and the like, and any renewals, substitutions, confirmation patents, registration patents, invention certificates, patents of addition and the like, in each case in any jurisdiction throughout the world.

"Percentage Interest" means, with respect to each Seller Party, that percentage set forth next to such Seller Party's name on Exhibit K; provided that the aggregate Percentage Interest for all Seller Parties shall not exceed one hundred percent (100%).

"Permits" means any license, permit, registration, certificate, certification, accreditation, authorization, order, franchise, variance, exemption, approval or other similar authorizations issued by, or otherwise granted by, any Governmental Entity, any Consent from any Governmental Entity applied for by, pending for, issued or given to any Person, and every agreement with any Governmental Entity entered into by any such Person, that is in effect or has been applied for or is pending.

"Permitted Lien" means (a) the Liens expressly set forth in Schedule 3.07 or 3.08(a) (all of which, other than leases, subleases and similar Contracts, shall be discharged before the Closing without any Liability to any Acquired Company), (b) mechanics', carriers', workmen's, repairmen's or other like Liens arising or incurred in the Ordinary Course of Business if adequate

reserves with respect thereto are maintained on the Acquired Companies' books, (c) Liens for Taxes that are not due and payable or that may thereafter be paid without penalty or that are being contested in good faith if appropriate reserves with respect thereto are maintained on the Acquired Companies' books and (d) easements, covenants, rights-of-way and other similar restrictions of record touching and concerning the Leased Property that, individually or in the aggregate, do not impair materially, and could not reasonably be expected to impair materially, the continued use and operation of the assets to which they relate in the conduct of the business of the Acquired Companies as presently conducted and do not detract from the value of the Leased Property.

"Permitted Transferee" has the meaning as shall be specified in the HoldCo A&R Operating Agreement.

"Person" means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, Governmental Entity or other entity.

"Personal Data" means information relating to or reasonably capable of being associated with an identified or identifiable person, device or household, including, but not limited to: (a) a natural person's name, street address or specific geolocation information, date of birth, telephone number, email address, online contact information, photograph, biometric data, Social Security number, driver's license number, passport number, tax identification number, any government-issued identification number, financial account number, credit card number, any information that would permit access to a financial account, a user name and password that would permit access to an online account, health information, insurance account information, any persistent identifier such as customer number held in a cookie, an Internet Protocol address, a processor or device serial number, or a unique device identifier; or (b) "personal data," "personal information," "protected health information," or other similar terms as defined by Privacy Requirements.

[redacted]

"Pre-Closing Period" means a taxable period that ends on or prior to the Closing Date.

"Pre-Closing Restructuring" has the meaning specified in the recitals hereto.

"Privacy Requirements" means any and all Laws and regulations relating to the protection or Processing of Personal Data that are applicable to the Company and the Company Subsidiaries, including: the CAN-SPAM Act of 2003, 15 U.S.C. § 7701, et seq.; the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, et seq.; the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191), including but not limited to its implementing rules and regulations (including the Health Information Technology for Economic and Clinical

Health Act); the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq.; the California Consumer Privacy Act, Cal. Civ. Code § 1798.100, et seq.; the California Customer Records Act, Cal. Civ. Code §§ 1798.80 to 84; California Online Privacy Protection Act, Cal. Bus. & Prof. Code § 22575, et seq.; Massachusetts Gen. Law Ch. 93H, 201 C.M.R. § 17.00, et seq.; Nev. Rev. Stat. 603A, et seq.; Cal. Civ. Code § 1798.82, et seq.; N.Y. Gen. Bus. Law § 899-aa, et seq.; N.Y. Gen. Bus. Law § 899-bb, et seq.; the Illinois Biometric Information Privacy Act, 740 I.L.C.S. § 14, et seq.; the European Union's Directive on Privacy and Electronic Communications (2002/58/EC); the General Data Protection Regulation (2016/679); U.S. state and federal Laws that prohibit unfair or deceptive acts and practices, such as the Federal Trade Commission Act, 15 U.S.C. § 45, et seq.; and all other Laws and binding regulations relating to data protection, information security, cybercrime, Security Incident notification, social security number protection, outbound communications and/or electronic marketing, use of electronic data and privacy matters (including online privacy) in any applicable jurisdictions.

"Proceeding" means any claim, suit, action, litigation, proceeding (in each case, whether civil, criminal, administrative, investigative, appellate, or informal), assessment, arbitration, audit, hearing, inquiry, examination, or investigation, charge, demand (including civil investigative demand), complaint, subpoena, *qui tam* complaint, or assessment with respect to fines or penalties commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Entity or any arbitrator or arbitration panel.

"Processing," "Process," or "Processed" means any collection, access, acquisition, storage, protection, use, recording, maintenance, operation, dissemination, re-use, disposal, disclosure, re-disclosure, deletion, destruction, sale, transfer, modification, or any other processing (as defined by Privacy Requirements) of Company Data or Company IT Systems.

[redacted]

"R&W Policy" means that certain representation and warranty insurance policy issued by Gemini Insurance Company to Buyers in connection with this Agreement attached hereto as Exhibit N.

"Redemption" has the meaning specified in the recitals hereto.

"Related Person" means (a) with respect to any Person that is not an individual, (i) any Affiliate of such Person, (ii) any Person that serves as a director, officer, partner, executor, or trustee of such Person or an Affiliate of such Person (or in any other similar capacity), (iii) any Person with respect to which such Person or an Affiliate of such Person serves as a general partner or trustee (or in any other similar capacity), (iv) any Person that has direct or indirect beneficial ownership (as defined in Rule 13d-3 of the Exchange Act) of voting securities or other voting interests representing at least 10% of the outstanding voting power or equity securities or other

equity interests representing at least 10% of the outstanding equity interests (a "Material Interest") in such Person and (v) any Person in which such Person or an Affiliate of such Person holds a Material Interest and (b) with respect to any Person that is an individual (i) each other member of such individual's Family, (ii) any Affiliate of such Person or one or more members of such Person's Family, (iii) any Person in which such Person or members of such Person's Family hold (individually or in the aggregate) a Material Interest and (iv) any Person with respect to which such Person or one or more members of such Person's Family serves as a director, officer, partner, executor, or trustee (or in any other similar capacity).

"Release" means any spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, dumping, pouring, emanation or migration of any Hazardous Material in, into, onto or through the environment (including ambient air, surface water, ground water, soils, land surface or subsurface strata) or within any building, structure, facility or fixture.

"Released Claims" has the meaning specified in Section 8.05.

"Releasee" has the meaning specified in Section 8.05.

"Relevant Date" means January 1, 2017.

"Representative" means, with respect to any Person, any director, officer, partner, member, equityholder, Affiliate, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

[redacted]

"Schedules" means the schedules delivered by Seller Parties to Buyers simultaneously with the execution and delivery of this Agreement and which form a part of this Agreement.

"SDC Continuing Employees" has the meaning specified in Section 5.12(e).

"Security Incident" has the meaning specified in Section 3.10(b).

[redacted]

"Seller Related Parties" has the meaning specified in Section 4.08.

"Seller Representative" has the meaning specified in Section 9.14(a)(i).

"Sellers" has the meaning specified in the preamble hereto.

[redacted]

"Significant Deficiency" means a deficiency, or a combination of deficiencies, in internal control over financial reporting that is less severe than a Material Weakness, but important enough to merit attention by those responsible for oversight of the Acquired Companies' financial reporting.

[redacted]

"Software" means computer software programs and software systems, including databases, compilations, tool sets, compilers, higher level or "proprietary" languages and related documentation and materials, whether in source code, object code or human readable form.

"Statement" has the meaning specified in Section 1.04(b).

"Straddle Period" means any taxable year or period beginning on or before and ending after the Closing Date.

"Subsidiary" of any Person means another Person (a) of which fifty percent (50%) or more of the voting securities, other voting ownership or voting partnership interests are owned directly or indirectly by such first Person or by another Subsidiary of such first Person or (b) controlled by such first Person.

"Tail Policy" has the meaning specified in Section 5.11(c).

[redacted].

"Tax" (and, with correlative meaning, "Taxes") means (a) any federal, state, local or foreign net income, gross income, gross receipts, windfall profit, severance, property, production, sales, use, license, excise, franchise, employment, payroll, withholding on amounts paid to or by any Person, alternative or add-on minimum, ad valorem, value-added, transfer, stamp, or environmental tax (including taxes under former Code Section 59A), escheat payments or any other tax, custom, duty, governmental fee or other like assessment or charge of the same or similar nature to the foregoing, together with any interest or penalty, addition to tax or additional amount imposed by any Governmental Entity and (b) any Liability for the payment of amounts determined by reference to amounts described in clause (a) as a result of being a transferee or successor or otherwise.

"Tax Claim" has the meaning specified in Section 8.01(h).

"Tax Return" means any return, report or similar statement required to be filed with respect to any Tax (including any attached schedules), including any information return, claim for refund, amended return or declaration of estimated Tax.

"Tax Sharing Arrangement" means any written or unwritten agreement or arrangement providing for the allocation or payment of Tax Liabilities or payment for Tax benefits between or among members of any group of corporations filing Tax Returns that files, will file, or has filed Tax Returns on a combined, consolidated or unitary basis.

"Trademarks" means service marks, trade names, internet domain names, designs, logos, slogans and all other indicia of source or origin and general intangibles of like nature in any jurisdiction throughout the world, whether registered or unregistered, and pending registrations and applications to register the foregoing.

"Transactions" has the meaning specified in Section 1.01(a).

"Transfer Taxes" means any sales, use, stock transfer, value added, real property transfer, real property gains, transfer, stamp, registration, documentary, recording or similar duties or Taxes together with any interest thereon, penalties, fines, costs, fees, additions to Tax or additional amounts with respect thereto incurred in connection with the Transactions.

"Voting Debt" of any Person, means any bonds, debentures, notes or other Indebtedness of such Person or any of its Subsidiaries having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of equity interests in such Person may vote.

"Written Response" has the meaning specified in Section 1.04(d).

Section 9.06 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties hereto and delivered to the other parties hereto.

Section 9.07 Entire Agreement. This Agreement, the Ancillary Agreements and the Confidentiality Agreement, in each case together with the Exhibits and Schedules hereto and thereto, contain the entire agreement of the parties with respect to the Transactions and supersede all prior agreements among the parties with respect to the Transactions.

Section 9.08 Severability. If any provision hereof (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, Seller Representative and Buyer Representative shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible to the fullest extent permitted by applicable Law to the end that the Transactions are fulfilled to the maximum extent possible.

Section 9.09 Enforcement. The parties agree that irreparable damage could occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity. Any requirements for the securing or posting of any bond in connection with such remedy are waived. Each of the parties hereby irrevocably waives, and agrees not to assert or attempt to assert, by way of motion or other request for leave from the court, as a defense, counterclaim or otherwise, any claim or argument that there is an adequate remedy at law or that an award of specific performance is not otherwise an available or appropriate remedy.

Section 9.10 Consent to Jurisdiction. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the state and federal courts sitting in the State of Delaware for any Proceedings arising out of or relating to this Agreement and the Transactions (and agrees not to commence any Proceeding relating thereto except in such courts). Each party hereby irrevocably and unconditionally waives any objection to the laying of venue on any Proceeding arising out of this Agreement or the Transactions in the state or federal courts sitting in the State of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Proceeding brought in any such court has been brought in an inconvenient forum. Notwithstanding the foregoing, any party hereto may commence a Proceeding with any Governmental Entity anywhere in the world for the sole purpose of seeking recognition and enforcement of a judgment of any court referred to in the first sentence of this Section 9.10.

Section 9.11 GOVERNING LAW. This Agreement, the rights of the parties and all Proceedings arising in whole or in part under or in connection herewith, shall be governed by and construed and enforced in accordance with the Laws of the State of Delaware without regard to principles and conflicts of law.

Section 9.12 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, INVOLVING OR OTHERWISE IN RESPECT OF THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY (INCLUDING FOR THE AVOIDANCE OF DOUBT ANY ACTION INVOLVING ANY LENDER). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE ANCILLARY AGREEMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.12.

Section 9.13 No Recourse. This Agreement may only be enforced against, and a claim or cause of action based upon, arising out of, or related to this Agreement may only be brought by, the expressly named parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. Except to the extent a named party hereto, no present, former or future Affiliate, officer, director, employee, incorporator, member, partner, limited partner, stockholder, agent, attorney or other representative of any party or their Affiliates shall have any Liability for any obligations or liabilities set forth in this Agreement, and no recourse shall be brought or granted against any of them, by virtue of or based upon any alleged misrepresentation or inaccuracy in or breach of any of the representations, warranties, agreements or covenants of any party under this Agreement for any claim based upon, in respect of, or by reason of, the Transactions or in respect of any representations made or alleged to have been made in connection herewith or therewith. The provisions of this Section 9.13 are intended to be for the benefit of, and enforceable by the Affiliates, officers, directors, employees, incorporators, members, partners, stockholders, agents, attorneys and other Representatives referenced in this Section 9.13 and each such Person shall be a third-party beneficiary of this Section 9.13. Notwithstanding anything to the contrary, the foregoing shall not relieve any Person from any Liability arising under or otherwise limit the enforcement of the Confidentiality Agreement or provide that an award of specific performance is not otherwise an available or appropriate remedy.

Section 9.14 Seller Representative.

(a) Appointment.

(i) Each Seller hereby irrevocably constitutes and appoints SRA Holdco, LLC as the representative of Sellers ("Seller Representative") to act as such Seller's true and lawful attorney-in-fact and agent and authorizes Seller Representative acting for such Seller and in such Seller's name, place and stead, in any and all capacities to do and perform every act and thing required or permitted to be done in connection with

the Transactions, as fully to all intents and purposes as such Seller might or could do in person, including (A) to take any and all action on behalf of Sellers from time to time as Seller Representative may deem necessary or desirable to fulfill the interests and purposes of this Section 9.14(a) and to engage agents and representatives (including accountants and legal counsel) to assist in connection therewith; (B) to take any and all action on behalf of Sellers from time to time as Seller Representative may deem necessary or desirable to make or enter into any waiver, amendment, agreement, certificate or other document contemplated hereunder; (C) to waive conditions precedent or terminate this Agreement on behalf of Sellers; (D) to deliver on behalf of Sellers all notices required to be delivered by Sellers; (E) to receive on behalf of Sellers all notices required to be delivered to Sellers; (F) to prosecute, defend, settle, compromise or take any other action with respect to any claim related hereto; and (G) to execute any Ancillary Agreement on behalf of Sellers and make all decisions required or allowed to be made by Seller Representative pursuant to the provisions thereof.

(ii) Each Seller grants unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing necessary or desirable to be done in connection with the matters described above, as fully to effect all intents and purposes as such Seller might or could do in person, hereby ratifying and confirming all that Seller Representative may lawfully do or cause to be done by virtue hereof. Each Seller further acknowledges and agrees that, upon execution of this Agreement, with respect to any delivery by Seller Representative of any waiver, amendment, agreement, certificate or other documents executed by Seller Representative pursuant to this Agreement, such Seller shall be bound by such documents as fully as if such Seller had executed and delivered such documents itself.

(b) Actions by Sellers. Each Seller agrees that, notwithstanding Section 9.14(a), at the request of Seller Representative, such Seller shall take all actions necessary or appropriate to consummate the Transactions (including delivery of such Seller's HoldCo Interests and acceptance of the Aggregate Purchase Price therefor) individually on such Seller's own behalf, and delivery of any other documents required of Sellers pursuant to the terms hereof.

(c) Reliance by Buyers. Each Seller agrees that Buyers shall be entitled to unconditionally assume that any action taken or omitted, or any document executed by, Seller Representative purporting to act as Seller Representative under or pursuant to this Agreement or any Ancillary Agreement or in connection with any of the Transactions has been unconditionally authorized by Sellers to be taken, omitted to be taken, or executed on their behalf so that they will be legally bound thereby, and each Seller agrees not to institute any claim, lawsuit, arbitration or other proceeding against any Buyer alleging that Seller Representative did not have the authority to act as Seller Representative on behalf of Sellers in connection with any such action, omission or execution. No modification or revocation of the power of attorney granted by Sellers herein to Seller Representative to serve as Seller Representative shall be effective as against Buyers until Buyer Representative shall have received a document signed by each Seller effecting said modification or revocation.

(d) Replacement of Seller Representative. In the event that Seller Representative becomes unable to perform Seller Representative's responsibilities or resigns from

such position, Sellers shall select another representative reasonably satisfactory to Buyer Representative to fill such vacancy and such substituted representative shall (i) be deemed to be Seller Representative for all purposes of this Agreement and (ii) exercise the rights and power of, and be entitled to the indemnity, reimbursement and other benefits of, Seller Representative.

Section 9.15 Buyer Representative.

(a) Actions by Buyers. Each Buyer hereby constitutes and appoints Buyer 1 as the representative of Buyers ("Buyer Representative") and authorizes Buyer Representative to act for such Buyer in such capacities as contemplated in this Agreement. Each Buyer agrees that, notwithstanding Section 9.15(a), at the request of Buyer Representative, such Buyer shall take all actions necessary or appropriate to consummate the Transactions individually on such Buyer's own behalf, and delivery of any other documents required of Buyers pursuant to the terms hereof.

(b) Reliance by Seller Parties. Each Buyer agrees that Seller Parties shall be entitled to unconditionally assume that any action taken or omitted, or any document executed by, Buyer Representative purporting to act as Buyer Representative under or pursuant to this Agreement or any Ancillary Agreement or in connection with any of the Transactions has been unconditionally authorized by Buyers to be taken, omitted to be taken, or executed on their behalf so that they will be legally bound thereby, and each Buyer agrees not to institute any claim, lawsuit, arbitration or other proceeding against any Seller Parties alleging that Buyer Representative did not have the authority to act as Buyer Representative on behalf of Buyers in connection with any such action, omission or execution. No modification or revocation of the power of attorney granted by Buyers herein to Buyer Representative to serve as Buyer Representative shall be effective as against Seller Parties until Seller Representative shall have received a document signed by each Buyer effecting said modification or revocation.

(c) Replacement of Buyer Representative. In the event that Buyer Representative becomes unable to perform Buyer Representative's responsibilities or resigns from such position, Buyers shall select another representative reasonably satisfactory to Seller Representative to fill such vacancy and such substituted representative shall (i) be deemed to be Buyer Representative for all purposes of this Agreement and (ii) exercise the rights and power of, and be entitled to the indemnity, reimbursement and other benefits of, Buyer Representative.

(d) Notices. Notwithstanding anything to the contrary in this Agreement, a copy of any notice delivered to Buyer Representative or by Buyer Representative under this Agreement, in each case in its capacity as Buyer Representative, shall also be delivered to Buyer 2.

[redacted]

[redacted]

[redacted]

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, Buyers, Seller Parties, HoldCo, OpCo, Seller Representative and Buyer Representative have duly executed this Agreement under seal as of the date first written above.

**BUYERS:**

**TI V Stonebridge HoldCo FinanceCo, LLC**

By: _____
Name:
Title:

**RREF III Metronome OpCo LLC**

By: _____
Name:
Title:

**BUYER REPRESENTATIVE:**

**TI V Stonebridge HoldCo FinanceCo, LLC**

By: _____
Name:
Title:

**SELLER PARTIES:**

**SRA Holdco, LLC**

By: _____
Name:
Title:

_____

**Rita Dimond**

_____

**Navin Dimond**

**Stonebridge Realty Advisors, Inc.**

By: _____
Name:
Title:

**SELLER REPRESENTATIVE:**

**SRA Holdco, LLC**

By: _____
Name:
Title:

**HOLDCO:**

**Stonebridge Companies Holdings, LLC**

By: _____
Name:
Title:

**OPCO:**

**Stonebridge Companies, LLC**

By: _____
Name:
Title:

# Exhibit A

## Pre-Closing Restructuring

1. **First Contribution**.

   a. N. Dimond, as a beneficial owner of the Acquired Companies described on Exhibit B, will contribute his equity in such Acquired Companies to HoldCo in exchange for 1% of the issued and outstanding membership interests in HoldCo; and

   b. R. Dimond, as a beneficial owner of the Acquired Companies described on Exhibit B, will contribute her equity in such Acquired Companies to HoldCo in exchange for 1% of the issued and outstanding membership interests in HoldCo.

2. **Second Contribution**.

   a. SRA Inc. will contribute to SRA HoldCo (i) all of its assets and (ii) only those of its liabilities arising in respect of the obligations under any Contracts to which it is a party and contributed pursuant to the foregoing clause (i) or of a type included in the calculation of Working Capital, in each case other than the Excluded Assets and Liabilities set forth below (but including, for the avoidance of doubt, the interests of any Acquired Companies it holds as described on Exhibit B), in exchange for 99% of the issued and outstanding membership interests in SRA HoldCo.

3. **Third Contribution**. SRA HoldCo will contribute all of its assets and liabilities to HoldCo.

4. **Fourth Contribution**. HoldCo will contribute all of its assets and liabilities to OpCo.

5. **Post-Restructuring Ownership**. Following the transactions contemplated in paragraphs 1, 2, 3 and 4 above, [redacted]

   a. SRA HoldCo will be owned by:

      i. SRA Inc.: 99%
      ii. Dimond Capital, LLC: 1%

   b. HoldCo will be owned by:

      i. SRA HoldCo: 98%
      ii. N. Dimond: 1%
      iii. R. Dimond: 1%

   HoldCo will own 100% of the issued and outstanding membership interests in OpCo

**Exhibit B**

**Certain Acquired Companies**

| Company | Ownership |
|---|---|
| [redacted] | [redacted] |
| 8. Needham 365 Bev, LLC | 365 Management Company, LLC: 100% |
| [redacted] | [redacted] |

[*Exhibit C to Purchase Agreement*]

Needham Bev 365, LLC

Description of Transaction

The parties are engaging in an internal corporate restructure and change of beneficial interest. Needham 365 Bev, LLC ("Needham 365"), the current licensee, is being merged with and into its parent entity 365 Management Company, LLC ("365 Management") effective immediately following ABCC approval of the transaction. After the merger, 365 Management Company, LLC will become the licensed entity who will be responsible for food and beverage service at the licensed premises and Needham 365 will cease to exist.

In addition, there is a change in the ownership of 365 Partner, LLC, the parent company of 365 Management. 365 Partner, LLC, previously owned by Navin Dimond and Rita Dimond, is being wholly acquired by Stonebridge Companies, LLC which is turn wholly owned by Stonebridge Companies Holdings, LLC ("Stonebridge"), each newly formed entities created to hold the ownership interests of 365 Partner, LLC. Stonebridge is owned by 5 separate owners, (1) SRA HoldCo, LLC will own 24.5%, (2) Navin Dimond and Rita Dimond will own 0.5% each, (3) TI V Stonebridge HoldCo FinanceCo, LLC, a Delaware limited liability company ultimately owned by the TowerBrook Funds ("TowerBrook"), which will own 55% of Stonebridge, and (4) RFM Acquisitions, LLC, which will own the remaining 20% of Stonebridge. TowerBrook and RFM Acquisitions, LLC are large institutional investors consisting of a number of widely held funds, where no person has more than a ten percent interest and where no person has any direct control over or involvement with the alcoholic beverage operations of 365 Management. A disclosure waiver request is being filed herewith for TowerBrook and RFM Acquisitions, LLC. Stonebridge Companies Holdings, LLC is managed by 4 managers: Michael Recht, Luke Doramus, Michael Winston and Navin Dimond. All four managers have submitted CORI background check forms.

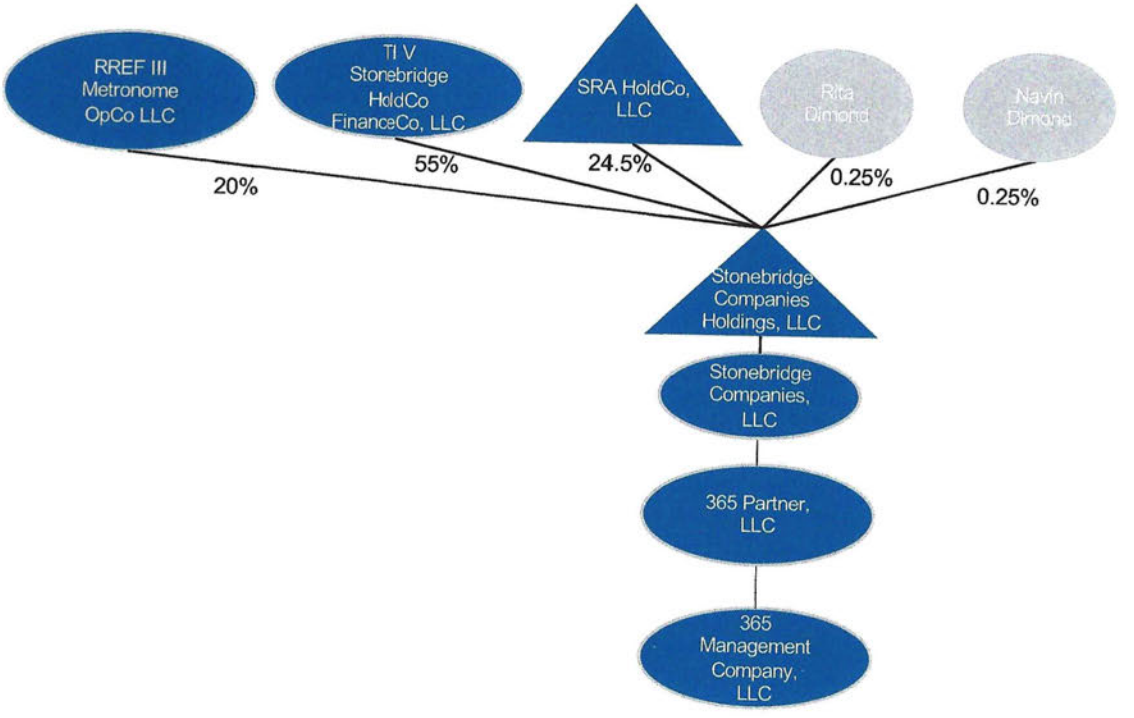
TowerBrook and RFM Acquisitions, LLC are acquiring their share in the licensed business as part of a multistate transaction whereby they are purchasing a number of hotel management businesses. Both TowerBrook and RFM Acquisitions, LLC are paying for their interests in Stonebridge, and both TowerBrook and RFM Acquisitions, LLC have submitted proof of funds for the acquisition of their ownership interests in Stonebridge. The approximate value of the Massachusetts portion of the transaction is approximately $12.2 million dollars. Navin Dimond and Rita Dimond are contributing ownership interests in entities owned by them in exchange for their post-closing interest in Stonebridge, and therefore their interest is entirely funded through capital contributions rather than cash.

There are to be no changes to the licensed premises. 365 Management will become the tenant to the existing Food and Beverage Lease with the landlord, LVP RI Needham Holding Corp, which will grant full authority over the licensed premises to 365 Management post closing.

Michael Gendrin will be the license manager for the premises.

The applicant notes that some corrections need to be made to the license file. 365 Partner, LLC an intermediary entity between 365 Management and Navin Dimond was unintentionally omitted in the last filing as was Rita Dimond who owns 25% of 365 Partner, LLC. Rita Dimond, even

# OpCo: Post-Closing Structure (MA-Relevant Only)



153 E. 53rd Street
21st Floor
New York, NY 10022

T 212 559 0848
F 866 209 3979

Private Bank

February 25, 2022

Alcoholic Beverage Control Commission
95 Fourth Street, Suite 3
Chelsea MA 02150

Re: TowerBrook Capital Partners

To whom it may concern:

This letter is being provided in connection with an application for a change in ultimate ownership of Needham 365 Bev, LLC (the "Licensee"), as submitted to the Alcoholic Beverages Control Commission ("ABCC") , and is submitted in lieu of three months of bank account statements. I hereby confirm that investment funds advised or managed by TowerBrook Capital Partners L.P. ("TowerBrook") have a revolving credit facility at this bank. Further, I hereby certify that TowerBrook has access to an amount in excess of $12,200,000 under such revolving credit facility. This letter may be relied upon by the ABCC or any other licensing board or agency whose approval is required in connection with the change of ownership of the Licensee.

Very Truly Yours,

Kevin Bolz
Director, Sponsor Finance
Citi Private Bank

SIGNATURE BANK®

February 18, 2022

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358
Commissioner Jean M. Lorizio, Esq.

**RE: Related Real Estate Fund III, L.P. – MA ABCC ("Borrower")**

This letter shall confirm that the Borrower identified above is a borrower pursuant to a $150,000,000.00 line of credit with Signature Bank as Lender.

Signature has provided the foregoing information at the request of the Borrower. This letter contains sensitive information, and accordingly, Signature requests that you treat this information as confidential. The information provided above is based on a review of Signature's records exclusively as of the close of business of February 18, 2022, and any information reflected above may be subject to pending transactions. Signature provides no further representations or warranties of any nature with respect to the Borrower's accounts or the Borrower. This letter has been provided for informational purposes only, and Signature disclaims all liability and responsibility arising from any reliance placed on it.

You may contact me at trfreeman@signatureny.com if you have any questions.

Best,

SIGNATURE BANK

By: _____
Name: Trevor Freeman
Title: Managing Director, Fund Banking Division

SIGNATURE CONFIDENTIAL
Content is not to be distributed or shared outside of participating parties.

# ASSIGNMENT OF FOOD AND BEVERAGE LEASE

Agreement made this 23rd day of February, 2022 between and 365 Management Company, LLC ("Assignee") and Needham 365 Bev, LLC ("Assignor").

WHEREAS, LVP RI Needham Holding Corp. ("Landlord") is the owner of the Residence Inn Needham located at 80 B Street, Needham, MA 02494 ("Hotel");

WHEREAS, the Landlord granted control over the food and beverage operations at the Hotel to the Assignor pursuant to a Food and Beverage Lease Agreement dated as of April 27, 2018 (the "Lease");

WHEREAS, 365 Management Company, LLC ("Assignee") will become the entity licensed to serve alcohol at the Hotel;

WHEREAS, the Landlord wishes to grant Assignee the sole authority to operate the food and beverage service at the Hotel, contingent upon approval of the Assignee by the Select Board of the Town of Needham and the Massachusetts Alcoholic Beverages Control Commission;

WHEREAS, the Assignor wishes to assign the Lease to the Assignee and Assignee wishes to assume the Lease from the Assignor;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Lease. Assignor does, as of the Effective Date, assign the Lease including all of its rights and obligations thereunder to Assignee and Assignee assumes all of Assignor's rights and obligations. The Effective Date of the assignment is as of 12:01 am on the day immediately succeeding the date on which the Assignee is finally approved by the Town of Needham and the Alcoholic Beverages Control Commission as the licensee for the Hotel. The assignment will be effective automatically as of the Effective Date without any further action required by any party hereto.

2. Consent of Landlord. Landlord hereby consents to the assignment of the Lease to Assignee as of the Effective Date.

3. Miscellaneous. The Assignee hereby represents and warrants to the Assignor that the Lease is in full force and effect and there are no defaults thereunder. This Agreement has been duly authorized by each of the parties hereto. This Agreement will be governed by the laws of the Commonwealth of Massachusetts. This Agreement may be signed in counterparts and all such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 23rd day of February, 2022.

ASSIGNOR:

NEEDHAM BEV 365, LLC

By: SBCO Investment Manager, LLC, its manager

By: Navin C. Dimond
Its: Manager

ASSIGNEE:

365 MANAGEMENT COMPANY, LLC

By: Navin C. Dimond
Its: Manager

Assignment agreed to as aforesaid:

LVP RI NEEDHAM HOLDING CORP.

By: Joseph E. Teichman
Its: Secretary

# FOOD & BEVERAGE LEASE AGREEMENT

This **FOOD AND BEVERAGE LEASE AGREEMENT** (this "**Lease**") is made effective as of April 27, 2018 (the "**Effective Date**"), between **LVP RI NEEDHAM HOLDING CORP.**, a Delaware corporation with an address of 1985 Cedar Bridge Avenue, Suite 1, Lakewood, New Jersey 08701 (the "**Landlord**"), and **NEEDHAM 365 BEV, LLC**, a Massachusetts limited liability company with an address of 9100 East Panorama Drive #300, Centennial, Colorado 80112 (the "**Tenant**").

## RECITALS:

A. Landlord has a leasehold interest in a hotel known as the Residence Inn Needham located at 80 B Street, Needham, Massachusetts 02494 (the "**Hotel**"); and

B. Landlord and Tenant desire to enter into this Lease to provide for the lease by Tenant of certain space within the Hotel for Tenant to provide Hotel patrons with food and alcoholic beverage service ("**Food & Beverage Service**"); and

C. Tenant is applying for the transfer of the existing liquor license (the "**License**") with the liquor licensing authorities for Needham, Massachusetts including any applicable state and local institutions (individually and collectively, the "**Licensing Authority**") in order to provide such Food & Beverage Service.

AGREEMENT:

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein and intending to be legally bound hereby, and in consideration of Ten and No/100 Dollars ($10.00) in hand paid and other good and valuable consideration, the parties hereto covenant and agree as follows:

**1. Premises; Term; Early Termination.**

(a) Premises. Landlord, for and in consideration of the rents, covenants, terms, provisions, conditions and agreements hereinafter contained on the part of Tenant to be paid, kept and performed, has leased, and by these presents does lease to Tenant, and Tenant does hereby lease, upon and subject to the conditions hereinafter expressed, all of the Hotel property and premises (the "**Premises**").

(b) Term. The initial term of this Lease shall commence on the date the License is granted to Tenant and continue until 11:59 a.m. EST on December 31, 2018, and this Lease shall then annually renew for successive 12-month extension terms thereafter unless this Lease shall sooner terminate as hereinafter provided, in which case the term shall expire on the effective date of such termination. The initial term and each extension term are collectively, the "Term".

(c) Early Termination. The term of this Lease shall automatically terminate if at any time: (i) Tenant shall lose its License permitting it to serve and/or store alcoholic beverages on the Premises, (ii) the Tenant or any affiliate of Tenant shall cease to manage the Hotel, or (iii) Landlord or Tenant shall give the other party thirty (30) days prior written notice specifying

the intent that this Lease be terminated. If any such event shall occur, then without further notice the term of this Lease and all right, title and interest of Tenant hereunder shall expire fully and completely and Tenant will then quit and surrender the Premises to Landlord.

2. **Rent**. Beginning on the date on which the Term of this Lease commences, Tenant shall pay or cause to be paid unto Landlord the sum of $2,000.00 per month on the first (1st) day of each month during the term of this Lease.

3. **Use of Premises**.

(a) Food and Beverage Service. The purpose of this Lease is solely to allow Tenant to operate the Food & Beverage Service at the Premises. Tenant agrees that, in the use and occupation of the Premises, it shall exercise commercially reasonable efforts to comply with all applicable requirements of all laws, orders, ordinances, rules and regulations of the federal, state, county and municipal authorities pertaining to the License and with any direction or certificate of occupancy issued by any public officer or officers pursuant to any law and not to cause or maintain any nuisance in, at or on the Premises.

(b) Utilities. Landlord shall provide, at Landlord's sole cost and expense, all utilities, including but not limited to light, heat, sewer, air conditioning, gas, water, electricity, data transmission and telephone service to the Premises.

4. **Insurance and Liability**.

(a) Property Insurance. Landlord or its agents and assigns shall carry insurance protecting the Premises and all property thereon from loss by fire or other casualty covered by an extended coverage endorsement to a fire insurance policy. Any proceeds from such policies shall be paid to Landlord, subject to the applicable provisions of any mortgage on the Hotel.

(b) Casualty. If the Premises shall be partially damaged by fire or other casualty, the damage shall be repaired by and at the expense of Landlord and the rent, until such repairs shall be made, shall be equitably apportioned according to the part of the Premises which is usable by Tenant. If any such partial damage is due to the fault or neglect of Tenant, any repairs voluntarily made by Landlord shall be without prejudice to any right and remedy of Landlord on account of such fault or neglect, including the right to recover for the cost of the repairs, and there shall be no apportionment or abatement of rent. Except to the extent rent is abated as aforesaid, Landlord shall be under no liability whatsoever for any delay in making repairs or restoration. In the event any damage to the Premises or the Hotel by fire or other cause shall be so extensive that Landlord shall decide not to repair or rebuild, this Lease shall, at the option of Landlord, be terminated as of the date of such damage by written notice from Landlord to Tenant, given at any time after the occurrence of such damage, and the rent shall be adjusted to the date of such damage and Tenant shall thereupon promptly vacate the Premises.

(c) Liability Insurance. Tenant agrees to obtain and maintain commercial general liability insurance including dram shop and any other coverage normally obtained by bar operators and property damage insurance reasonably acceptable to Landlord to protect Landlord and Tenant against loss or damage from the claims of all persons who may be on the Premises by

individual and howsoever made are to be in all things respected, recognized by and binding upon Tenant.

**8. Surrender of Premises**. Tenant shall upon termination of this Lease for any reason whatsoever surrender to Landlord the Premises, together with all furniture, fixtures, draperies, floor coverings, equipment and all alterations and replacements thereof, in good order, condition and repair except reasonable wear and tear and except as otherwise specifically provided herein.

**9. Renewal of License**. Tenant covenants and agrees to promptly renew its License, and also any licenses necessary for food service, in the event that its License shall come up for renewal during the Term of this Lease. Such renewal shall be at Landlord's sole cost and expense.

**10. Miscellaneous Provisions**.

(a) Notices. Any notice permitted or required to be given under this Lease shall be deemed to have been given if mailed by certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier service, to the parties at their addresses listed in the preamble to this Lease. Either party may change its address by giving written notice to the other party.

(b) No Oral Change. This Lease shall not be modified in any manner except by an instrument in writing executed by Landlord and Tenant.

(c) Successors and Assigns. Except as herein otherwise expressly provided, it is further covenanted and agreed by and between the parties hereto that the covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its heirs, successors and assigns and shall bind and inure to the benefit of Tenant, its successors and assigns, provided any required consent to any assignment hereof shall be had and obtained as hereinbefore set forth in this Lease and provided that no assignment or subletting by Tenant in violation of the provisions of this Lease shall vest in any such assignee or subtenant any right, title and interest in the leasehold estate hereby created.

(d) Governing Law. This Lease shall be interpreted under, governed by and enforced under the laws of the Commonwealth of Massachusetts.

(e) Captions. Section and paragraph headings contained in this Lease are for convenience only and shall not be used to construe the meaning of any provision of this Lease.

(f) Authority. Each person executing this Lease represents that such party has full authority, and legal power to do so and bind the party on whose behalf he or she has executed this Lease.

(g) Separable Covenants. If any term or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers the Effective Date.

**LANDLORD**:

**LVP RI NEEDHAM HOLDING CORP.,**
a Delaware corporation

By:_____
Name: Joseph E. Teichman
Title: President and Secretary

**TENANT**:

**NEEDHAM 365 BEV, LLC,**
a Massachusetts limited liability company

By: SBCO Investment Manager, LLC,
its Manager

By:_____
Name: Navin C. Dimond
Title: Manager

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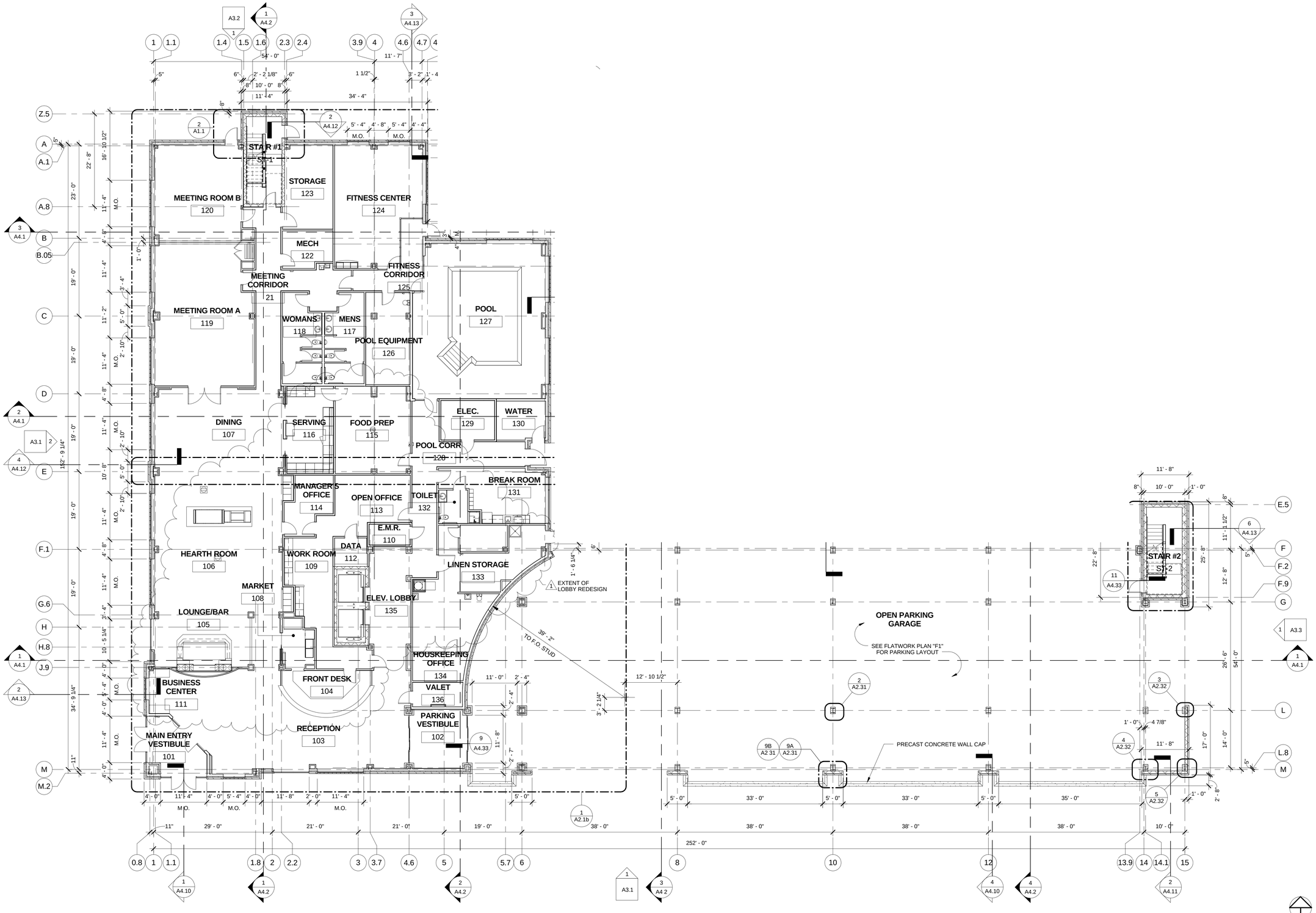


1 A1.1 FIRST FLOOR PLAN
3/32" = 1'-0"


**Pro Con, Inc.**
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Manchester, NH
p 603 623 8811
f 603 623 8250
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ISSUE:
- 1 05/25/2012: ISSUE FOR PERMIT & GMP
- 07/27/2012: ISSUE FOR CONSTRUCTION
- 09/25/2012: REVISION #1

architect: KMB
drawn: AJB

# SXC NEEDHAM INN LLC
66 B STREET
NEEDHAM, MA 02494
FIRST FLOOR PLAN

**A1.1**

301204

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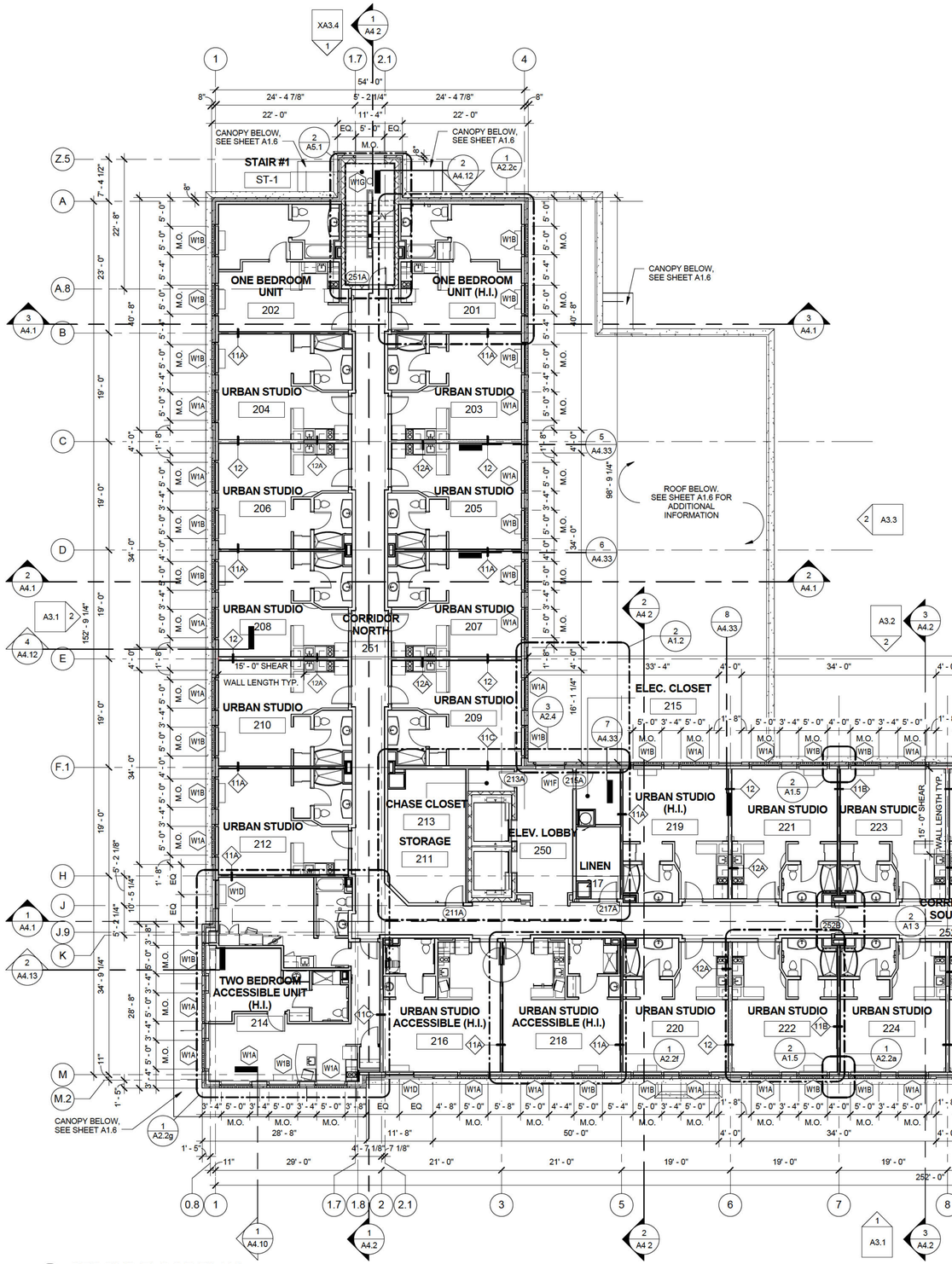
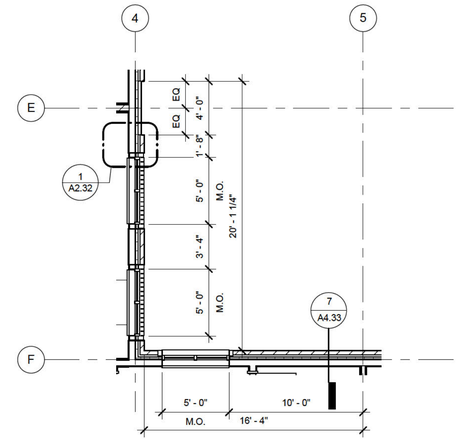



1 A1.2 SECOND FLOOR PLAN
3/32" = 1'-0"




2 A1.2 2ND FLOOR "BACK CORNER"
3/16" = 1'-0"

## PLAN GENERAL NOTES

1. FIELD VERIFY ALL D MENSIONS AND CONDITIONS. PROMPTLY NOTIFY THE ARCHITECT OF ANY ERRORS, OMISSIONS, INCONSISTENCIES OR OTHER PROBLEMS IMMEDIATELY UPON DISCOVERY, AND BEFORE PROCEEDING WITH WORK.
2. ALL INDICATIONS AND NOTATIONS ON THE DRAWINGS APPLYING TO ONE AREA, COMPONENT OR CONDITION, SHALL APPLY TO ALL OTHER SIMILAR AREAS UNLESS CAREFULLY INDICATED OTHERWISE.
3. DIMENSIONS ARE TAKEN FROM COLUMN CENTER LINE AND FROM PARTITION CENTERLINE, U.O.N. CLEAR DIMENSIONS ARE TO THE FINISHED FACE OF THE NEW CONSTRUCTION AND SHALL TAKE PRECEDENCE OVER ANY OTHER D MENSION.
4. CORRIDOR WALLS TO BE TYPE "10" UNLESS OTHERWISE NOTED.
5. DEMISING WALL TYPES - REFER TO OVERALL FLOOR PLANS ON SHEETS A1.2 - A1.5.
6. WALL PARTITIONS TYPES - REFER TO WALL ASSEMBLY SHEETS A4.60 - A4.62.
7. FOR UNIT PLANS - REFER TO UNIT PLAN SHEETS A2.2a - A2.2g.
8. WINDOW AND DOOR SCHEDULES AND DETAILS - REFER TO SHEETS A6.10 & A6.20 SERIES.
9. PROVIDE MOISTURE RESISTANT GYPSUM WALL BOARD AT ALL BATHROOM WALLS AND CEILINGS, TYPICAL.
10. FURNITURE SHOWN IS FOR REFERENCE ONLY, NOT IN CONTRACT.
11. PROVIDE BLOCKING AT ALL OWNER & BATHROOM ACCESSORIES INCLUDING BUT NOT LIMITED TO; TOILET PAPER HOLDERS, IRONING BOARD HOLDER, WIRE SHELVING, TOWEL BARS, AND DISPENSERS.
12. INSTALL NECESSARY BLOCKING IN BATHROOM WALLS FOR CURRENT AND FUTURE GRAB BARS.
13. BLOCKING CAN BE 16 GAUGE SHEET METAL, SOLID WOOD OR PLYWOOD.
14. DO NOT SCALE DRAWINGS. USE WRITTEN D MENSIONS. WHERE NO DIMENSIONS ARE PROVIDED, CONSULT THE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING WITH WORK.
15. PROVIDE 1X_ SCRIBE TO LAVATORY CABINETS AT WALL, TYPICAL AT ALL UNITS.
16. INTERIOR DOORS ADJACENT TO CORNER OF ROOM - DIMENSION FROM FACE OF GYPSUM BOARD TO FRAME TO BE 6" (TYPICAL UNLESS DIMENSIONED OTHERWISE).
17. SEE SHEET A2.0 FOR TOILET ACCESSORY MOUNTING HEIGHTS.
18. WALL OUTLETS SHALL NOT OCCUR IN SAME WALL CAVITY OF ADJACENT GUESTROOMS. SEE DETAIL 8/A2.0. IF UNAVOIDABLE, PROVIDE PUTTY PACKS AROUND ELECTRICAL BOX.
19. OWNER SHALL FURNISH EQUIPMENT CUTS AND UTILITY CONNECTION REQUIREMENTS FOR THE SPECIFIC EQUIPMENT TO BE PROVIDED WITHIN THE PROJECT AT THE TIME OF MEP/FP DESIGN.
20. DESIGN ENGINEERS, SUB-CONTRACTORS AND PR ME CONTRACTOR SHALL VERIFY COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL CODES, REQUIREMENTS & REGULATIONS WITH AUTHORITIES HAVING JURISDICTION FOR MIN MUM CODE DESIGN CRITERIA.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ISSUE:
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07/27/2012: ISSUE FOR CONSTRUCTION

architect: KMB
drawn: AJB

# SXC NEEDHAM INN LLC
66 B STREET
NEEDHAM, MA 02494
SECOND FLOOR PLAN

# A1.2

301204

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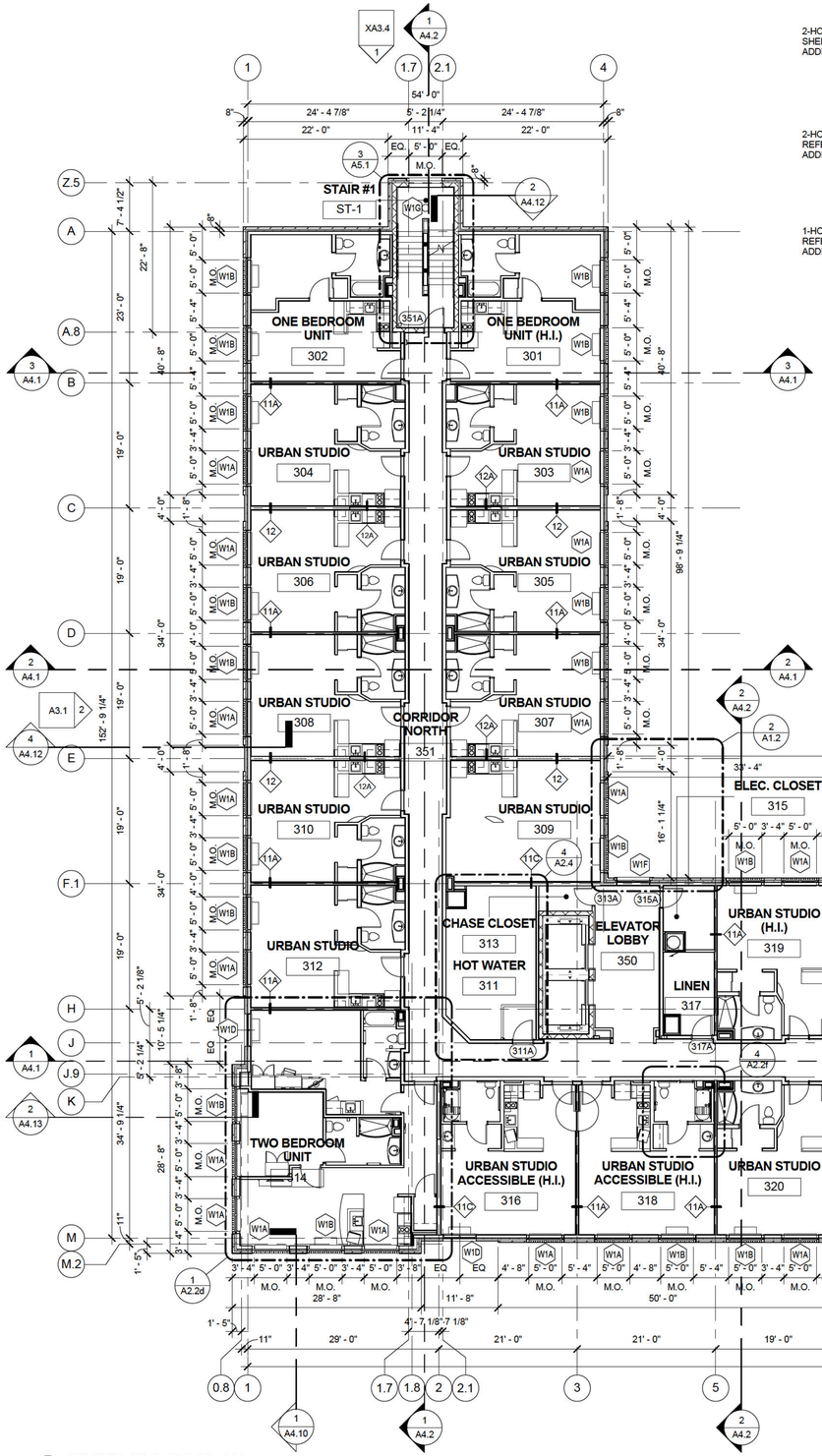
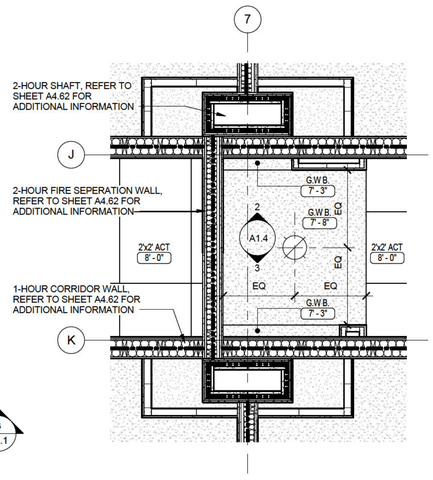
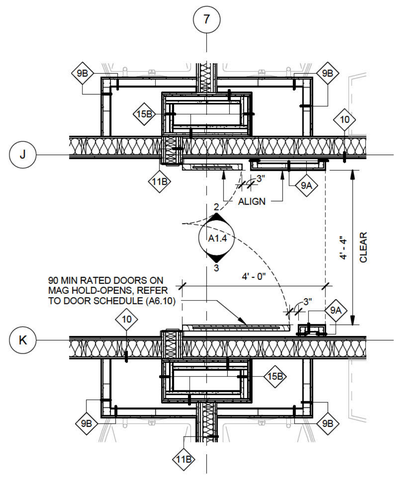



3 A1.3 2-HR WALL/HORZ. EXIT DOOR - RCP
1/2" = 1'-0"




2 A1.3 2-HR WALL/HORZ. EXIT DOOR - PLAN
1/2" = 1'-0"

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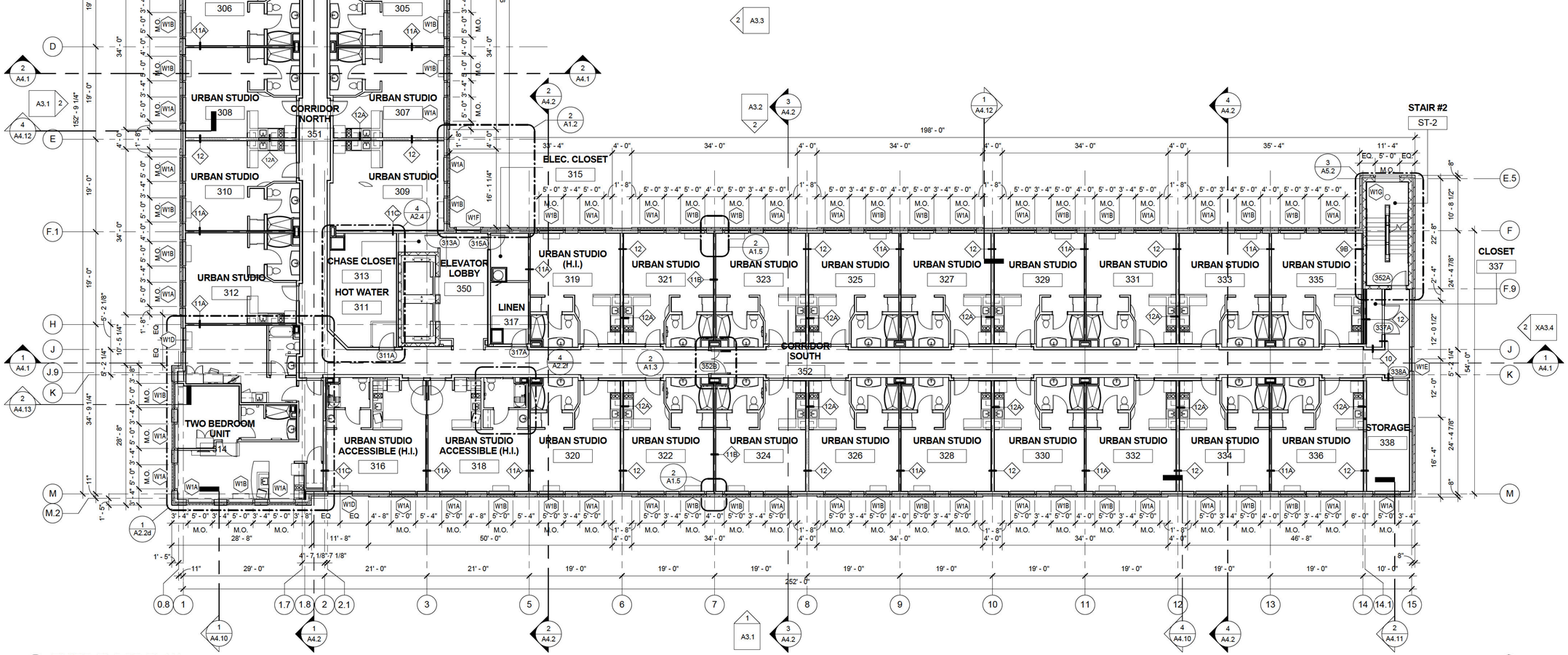


1 A1.3 THIRD FLOOR PLAN
3/32" = 1'-0"


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ISSUE:
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architect: KMB
drawn: AJB

# SXC NEEDHAM INN LLC

66 B STREET
NEEDHAM, MA 02494
THIRD FLOOR PLAN

**A1.3**

301204

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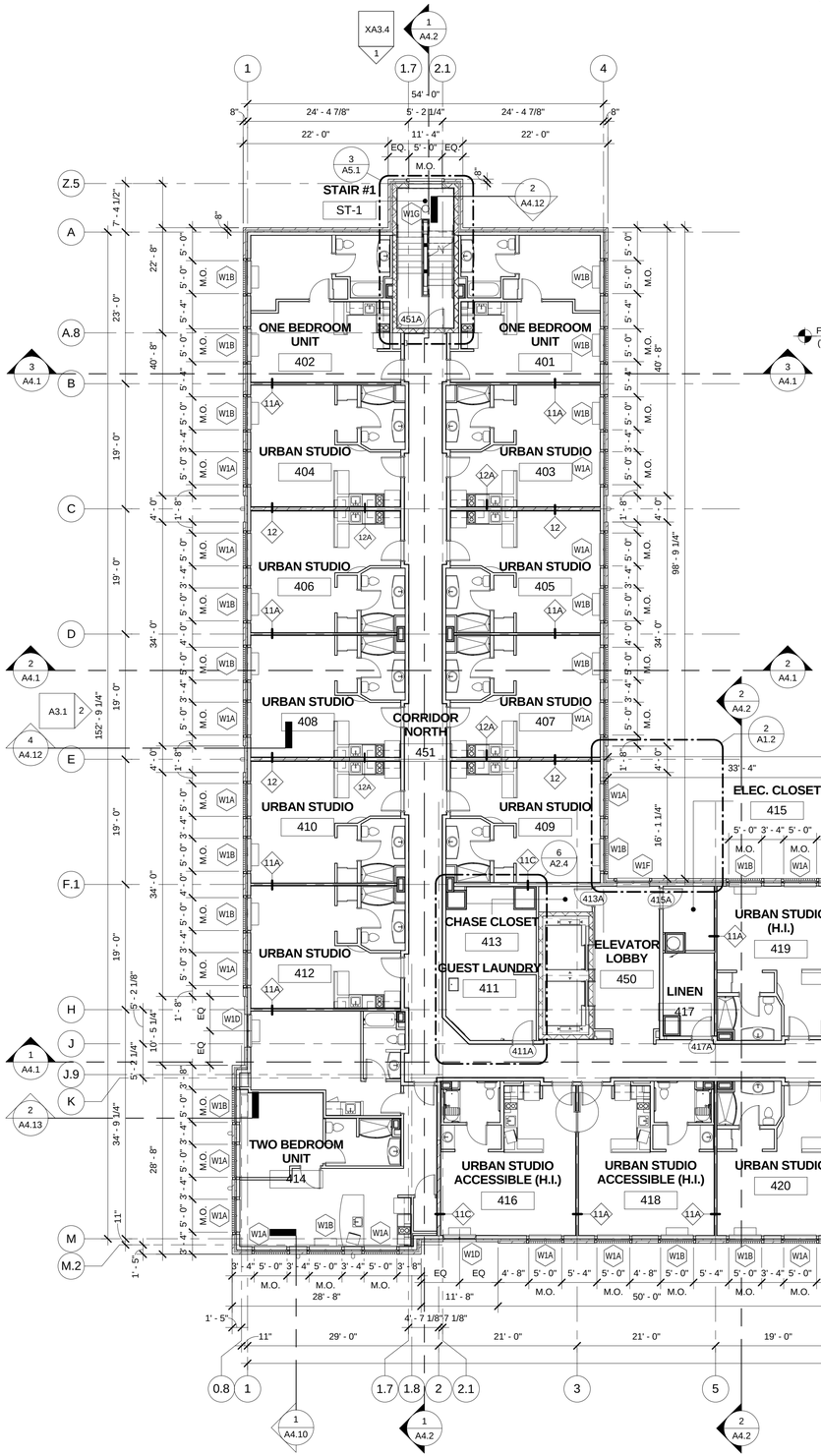
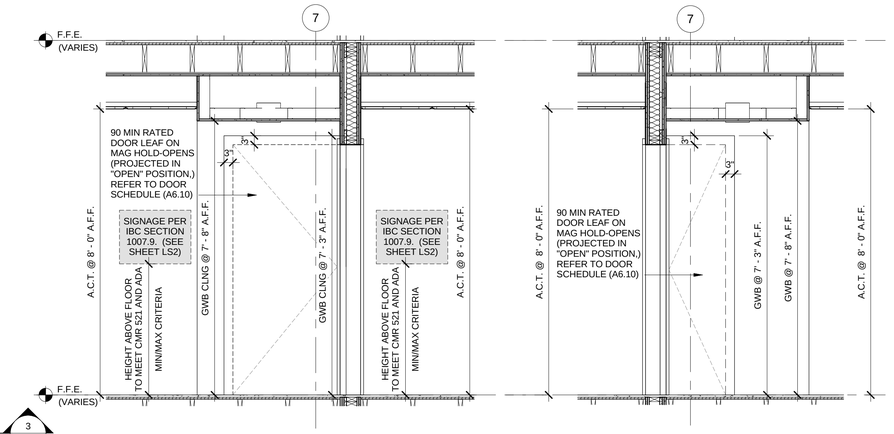
8/1/2012 10:12:48 AM




3 / A1.4 2-HR WALL/HORZ. EXIT DOOR ELEVATION
1/2" = 1'-0"




2 / A1.4 2-HR WALL/HORZ. EXIT DOOR ELEVATION
1/2" = 1'-0"

## PLAN GENERAL NOTES

1. FIELD VERIFY ALL DIMENSIONS AND CONDITIONS. PROMPTLY NOTIFY THE ARCHITECT OF ANY ERRORS, OMISSIONS, INCONSISTENCIES OR OTHER PROBLEMS IMMEDIATELY UPON DISCOVERY, AND BEFORE PROCEEDING WITH WORK.
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4. CORRIDOR WALLS TO BE TYPE "10" UNLESS OTHERWISE NOTED.
5. DEMISING WALL TYPES - REFER TO OVERALL FLOOR PLANS ON SHEETS A1.2 - A1 5.
6. WALL PARTITIONS TYPES - REFER TO WALL ASSEMBLY SHEETS A4.60 - A4.62.
7. FOR UNIT PLANS - REFER TO UNIT PLAN SHEETS A2.2a - A2.2g .
8. WINDOW AND DOOR SCHEDULES AND DETAILS - REFER TO SHEETS A6.10 & A6.20 SERIES.
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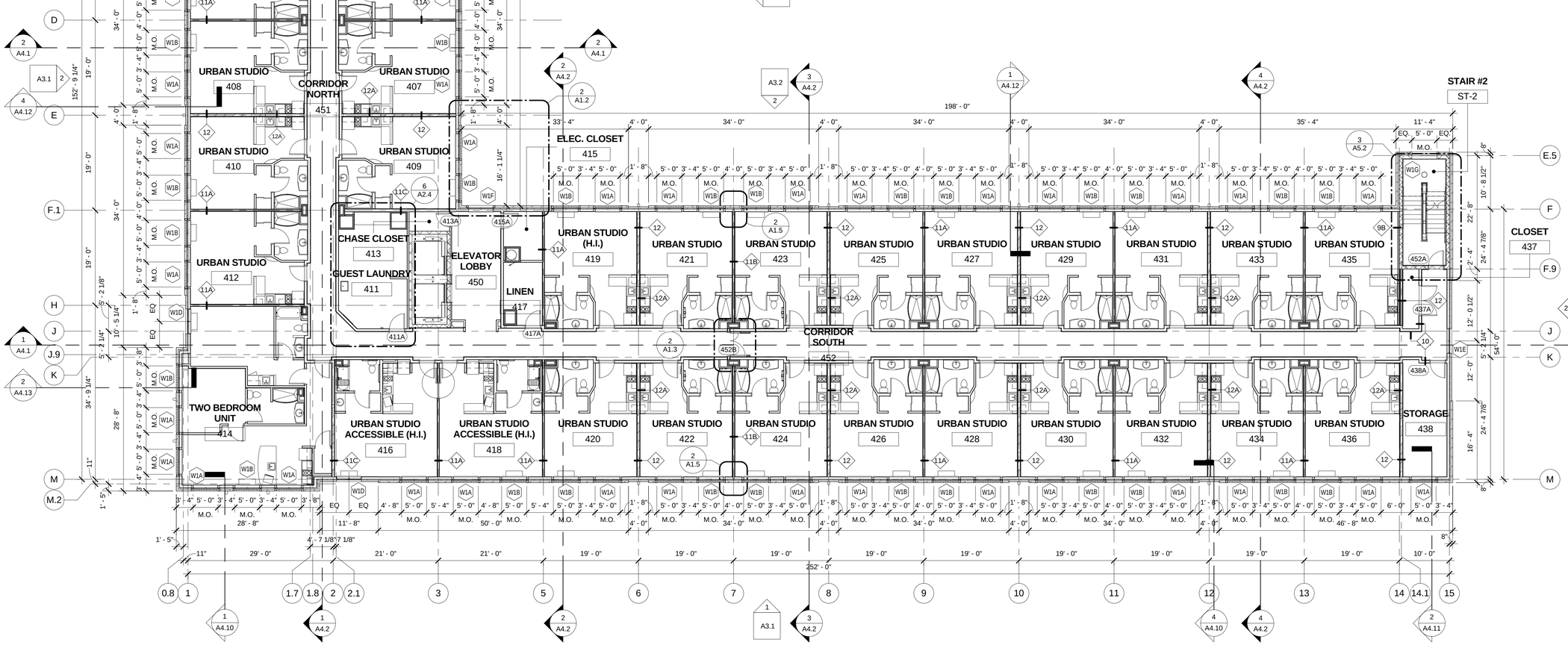


1 / A1.4 FOURTH FLOOR PLAN
3/32" = 1'-0"


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07/27/2012: ISSUE FOR CONSTRUCTION

architect: KMB
drawn: AJB

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66 B STREET
NEEDHAM, MA 02494
FOURTH FLOOR PLAN

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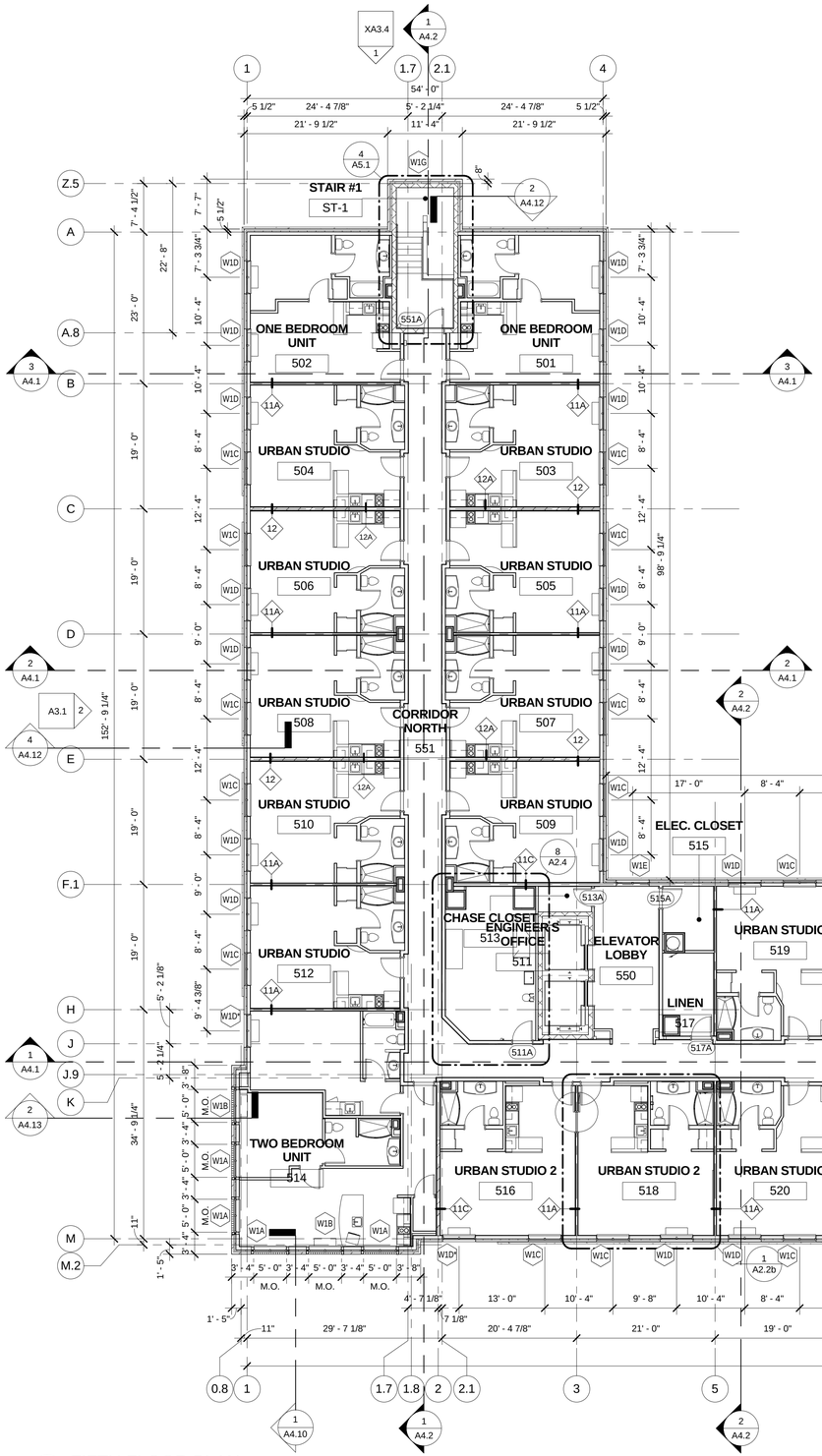
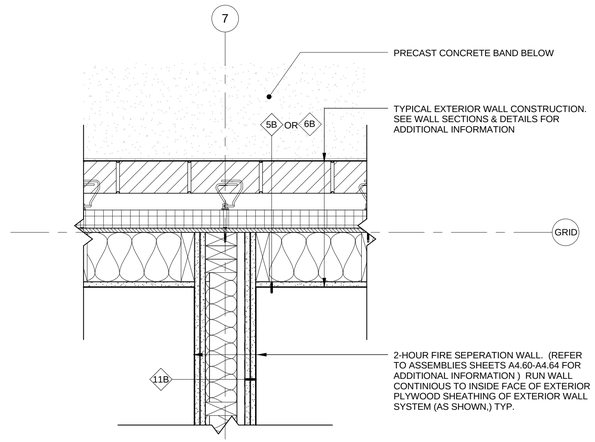



1 A1.5 FIFTH FLOOR PLAN
3/32" = 1'-0"




2 A1.5 2-HR FIRE SEPERATION WALL @ BUILDING EXTERIOR, TYP.
1 1/2" = 1'-0"

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FIFTH FLOOR PLAN

# A1.5

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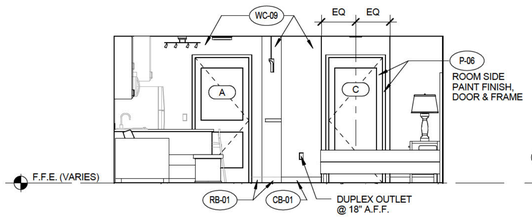
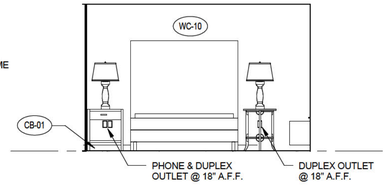



A A2.2a LIVING / SLEEPING ELEVATION
1/4" = 1'-0"




B A2.2a LIVING / SLEEPING ELEVATION
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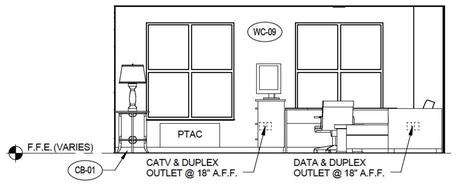


C A2.2a LIVING / SLEEPING ELEVATION
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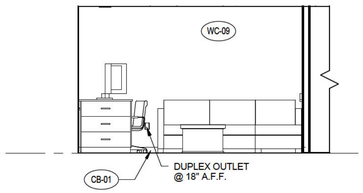


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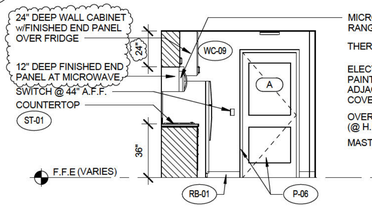
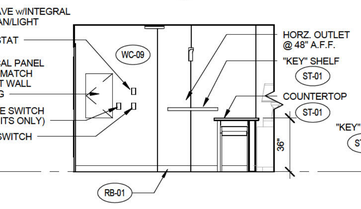
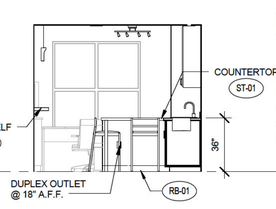


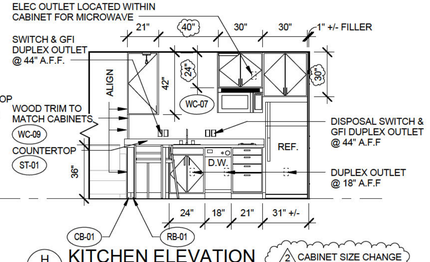

E A2.2a KITCHEN ELEVATION
2 CABINET SIZE CHANGE
1/4" = 1'-0"



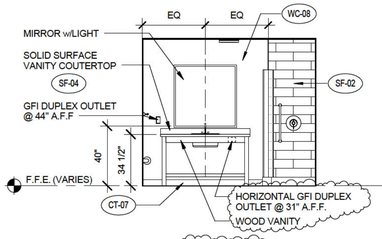

F A2.2a KITCHEN ELEVATION
1/4" = 1'-0"



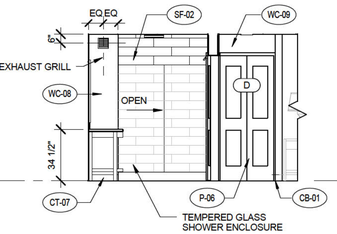

G A2.2a KITCHEN ELEVATION
1/4" = 1'-0"



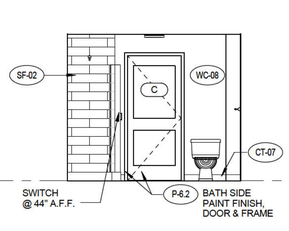

H A2.2a KITCHEN ELEVATION
2 CABINET SIZE CHANGE
1/4" = 1'-0"



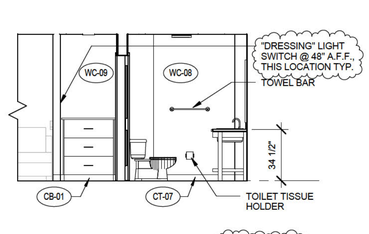

J A2.2a BATH ELEVATION
2 NOTES ADDED
NOTES REVISED
1/4" = 1'-0"



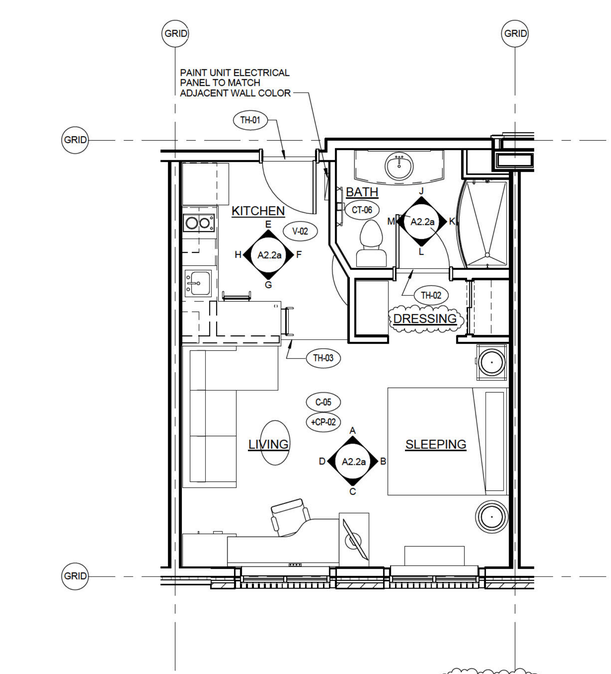

K A2.2a BATH ELEVATION
1/4" = 1'-0"



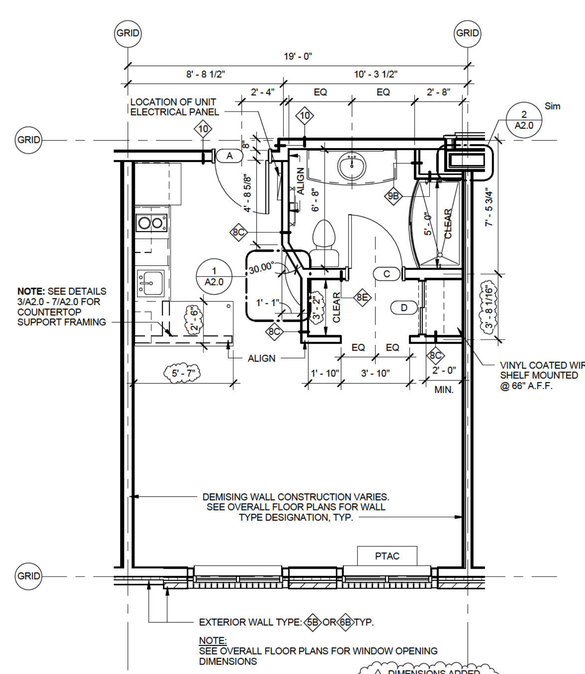

L A2.2a BATH ELEVATION
1/4" = 1'-0"



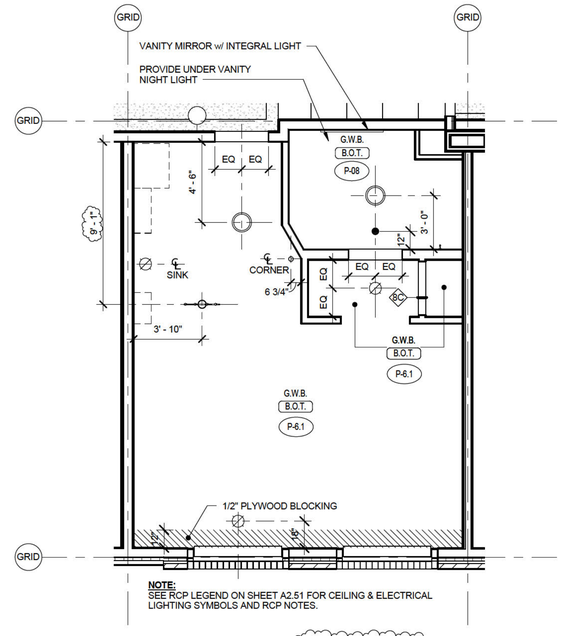

M A2.2a BATH ELEVATION
2 NOTES ADDED
1/4" = 1'-0"




3 A2.2a URBAN STUDIO - INTERIOR DESIGN PLAN
2 NOTES ADDED
1/4" = 1'-0"




1 A2.2a URBAN STUDIO - TYPICAL FLOOR PLAN
2 DIMENSIONS ADDED
DIMENSIONS REVISED
AREA: 420 FT.²
1/4" = 1'-0"




2 A2.2a URBAN STUDIO - TYPICAL RCP
2 DIMENSIONS REVISED
1/4" = 1'-0"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UNIT PLANS/ELEVATIONS - STUDIO

A2.2a

FINISHES REVISED 2

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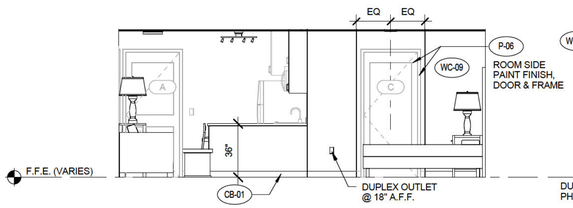


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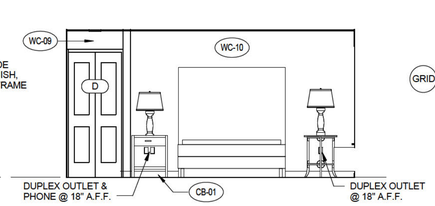


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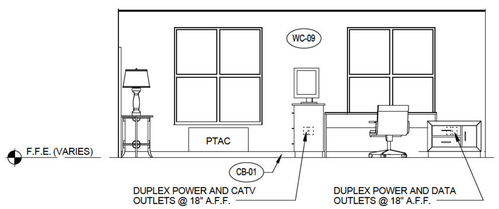
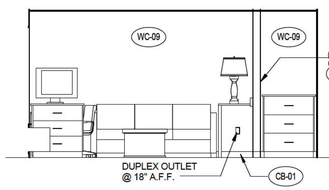
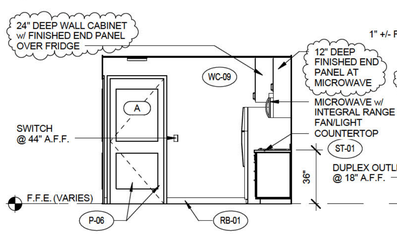


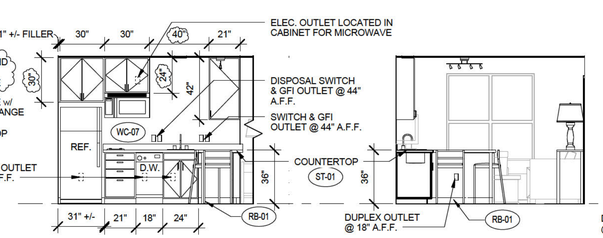

C A2.2b LIVING / SLEEPING ELEVATION
1/4" = 1'-0"




D A2.2b LIVING / SLEEPING ELEVATION
2 NOTES ADDED
1/4" = 1'-0"



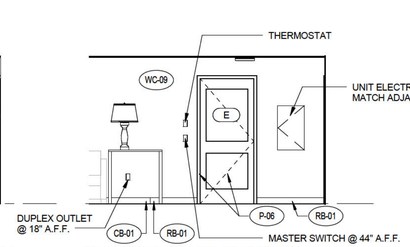

E A2.2b KITCHEN ELEVATION
2 CABINET SIZE CHANGE
1/4" = 1'-0"



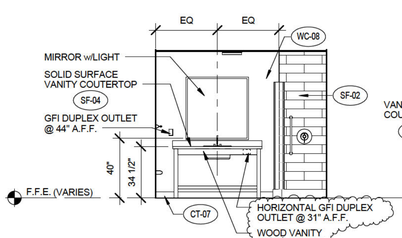

F A2.2b KITCHEN ELEVATION
2 CABINET SIZE CHANGE
1/4" = 1'-0"



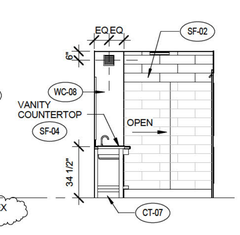

G A2.2b KITCHEN ELEVATION
1/4" = 1'-0"



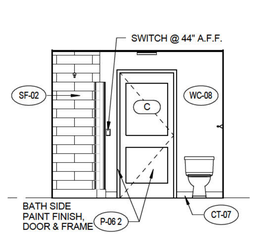

H A2.2b KITCHEN ELEVATION
1/4" = 1'-0"



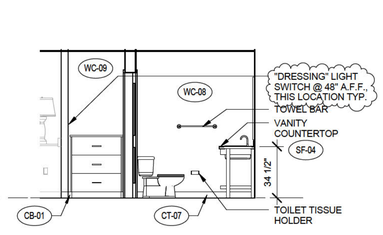

J A2.2b BATH ELEVATION
2 NOTES ADDED
2 NOTES REVISED
1/4" = 1'-0"



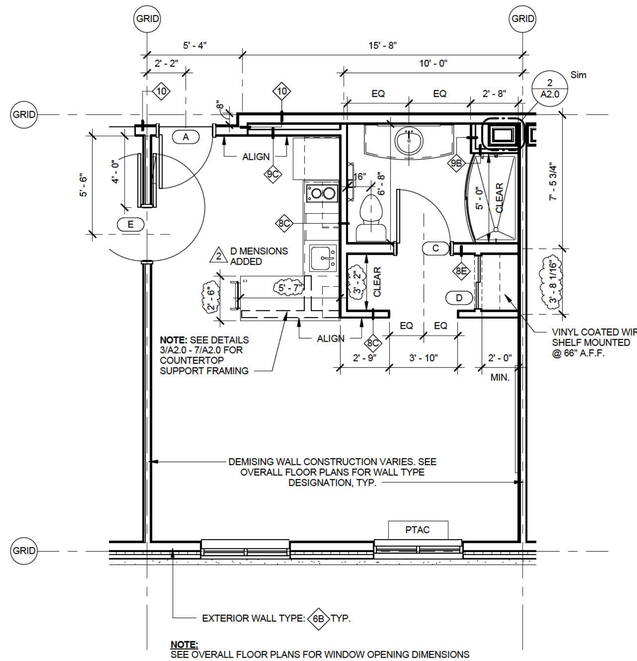

K A2.2b BATH ELEVATION
1/4" = 1'-0"



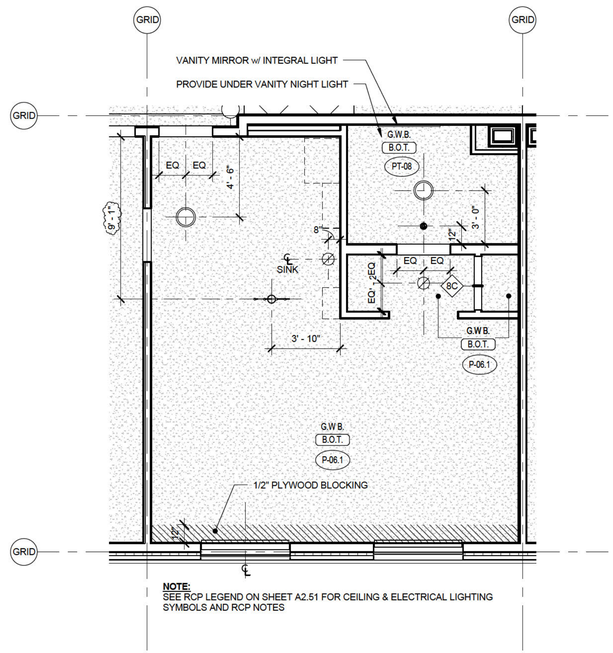

L A2.2b BATH ELEVATION
1/4" = 1'-0"




M A2.2b BATH ELEVATION
2 NOTES ADDED
1/4" = 1'-0"




1 A2.2b URBAN STUDIO 2 - TYPICAL FLOOR PLAN
2 DIMENSIONS ADDED
DIMENSIONS REVISED
1/4" = 1'-0"
AREA : 470 FT.²




NOTE:
SEE RCP LEGEND ON SHEET A2.51 FOR CEILING & ELECTRICAL LIGHTING SYMBOLS AND RCP NOTES

2 A2.2b URBAN STUDIO 2 - TYPICAL RCP
2 DIMENSIONS REVISED
1/4" = 1'-0"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p 603 623 8811
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ISSUE:
05/25/2012: ISSUE FOR PERMIT & GMP
07/27/2012: ISSUE FOR CONSTRUCTION
2 11/20/2012: REVISION #2

architect: KMB
drawn: AJB

# SXC NEEDHAM INN LLC
66 B STREET
NEEDHAM, MA 02494
UNIT PLANS/ELEVATIONS - STUDIO 2

**A2.2b**

FINISHES REVISED 2

301204

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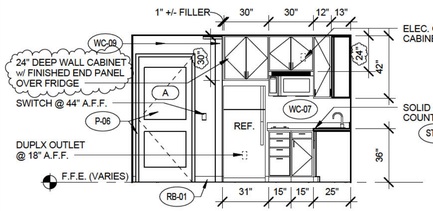
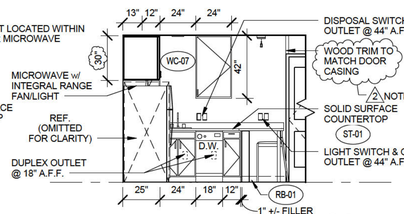
11/21/2012 9:57:09 AM

## PLAN GENERAL NOTES

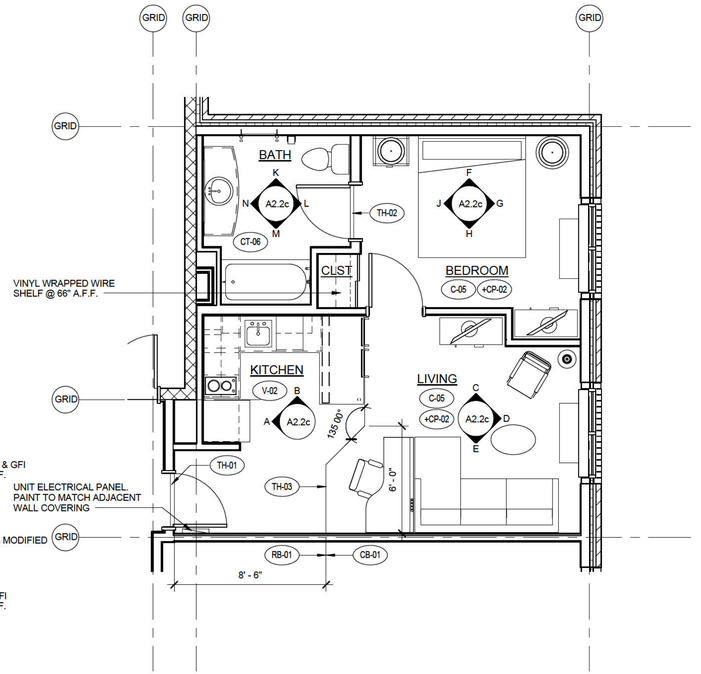
1. FIELD VERIFY ALL DIMENSIONS AND CONDITIONS. PROMPTLY NOTIFY THE ARCHITECT OF ANY ERRORS, OMISSIONS, INCONSISTENCIES OR OTHER PROBLEMS MMEDIATELY UPON DISCOVERY, AND BEFORE PROCEEDING WITH WORK.
2. ALL INDICATIONS AND NOTATIONS ON THE DRAWINGS APPLYING TO ONE AREA, COMPONENT OR CONDITION, SHALL APPLY TO ALL OTHER SIMILAR AREAS UNLESS CAREFULLY INDICATED OTHERWISE.
3. DIMENSIONS ARE TAKEN FROM COLUMN CENTER LINE AND FROM PARTITION CENTERLINE, U.O.N. CLEAR DIMENSIONS ARE TO THE FINISHED FACE OF THE NEW CONSTRUCTION AND SHALL TAKE PRECEDENCE OVER ANY OTHER DIMENSION.
4. CORRIDOR WALLS TO BE TYPE "10" UNLESS OTHERWISE NOTED.
5. DEMISING WALL TYPES - REFER TO OVERALL FLOOR PLANS ON SHEETS A1.2 - A1.5.
6. WALL PARTITIONS TYPES - REFER TO WALL ASSEMBLY SHEETS A4.60 - A4.62.
7. FOR UNIT PLANS - REFER TO UNIT PLAN SHEETS A2.2a - A2.2g .
8. WINDOW AND DOOR SCHEDULES AND DETAILS - REFER TO SHEETS A6.10 & A6.20 SERIES.
9. PROVIDE MOISTURE RESISTANT GYPSUM WALL BOARD AT ALL BATHROOM WALLS AND CEILINGS, TYPICAL.
10. FURNITURE SHOWN IS FOR REFERENCE ONLY, NOT IN CONTRACT.
11. PROVIDE BLOCKING AT ALL OWNER & BATHROOM ACCESSORIES INCLUDING BUT NOT LIMITED TO; TOILET PAPER HOLDERS, IRONING BOARD HOLDER, WIRE SHELVING, TOWEL BARS, AND DISPENSERS.
12. INSTALL NECESSARY BLOCKING IN BATHROOM WALLS FOR CURRENT AND FUTURE GRAB BARS.
13. BLOCKING CAN BE 16 GAUGE SHEET METAL, SOLID WOOD OR PLYWOOD.
14. DO NOT SCALE DRAWINGS. USE WRITTEN DIMENSIONS. WHERE NO DIMENSIONS ARE PROVIDED, CONSULT THE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING WITH WORK.
15. PROVIDE 1X . SCRIBE TO LAVATORY CABINETS AT WALL, TYPICAL AT ALL UNITS.
16. INTERIOR DOORS ADJACENT TO CORNER OF ROOM - DIMENSION FROM FACE OF GYPSUM BOARD TO FRAME TO BE 6" (TYPICAL UNLESS DIMENSIONED OTHERWISE).
17. SEE SHEET A2.0 FOR TOILET ACCESSORY MOUNTING HEIGHTS.
18. WALL OUTLETS SHALL NOT OCCUR IN SAME WALL CAVITY OF ADJACENT GUESTROOMS. SEE DETAIL 8/A2.0. IF UNAVOIDABLE, PROVIDE PUTTY PACKS AROUND ELECTRICAL BOX.
19. OWNER SHALL FURNISH EQUIPMENT CUTS AND UTILITY CONNECTION REQUIREMENTS FOR THE SPECIFIC EQUIPMENT TO BE PROVIDED WITHIN THE PROJECT AT THE TIME OF MEP/FP DESIGN.
20. DESIGN ENGINEERS, SUB-CONTRACTORS AND PRIME CONTRACTOR SHALL VERIFY COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL CODES, REQUIREMENTS & REGULATIONS WITH AUTHORITIES HAVING JURISDICTION FOR MINIMUM CODE DESIGN CRITERIA.



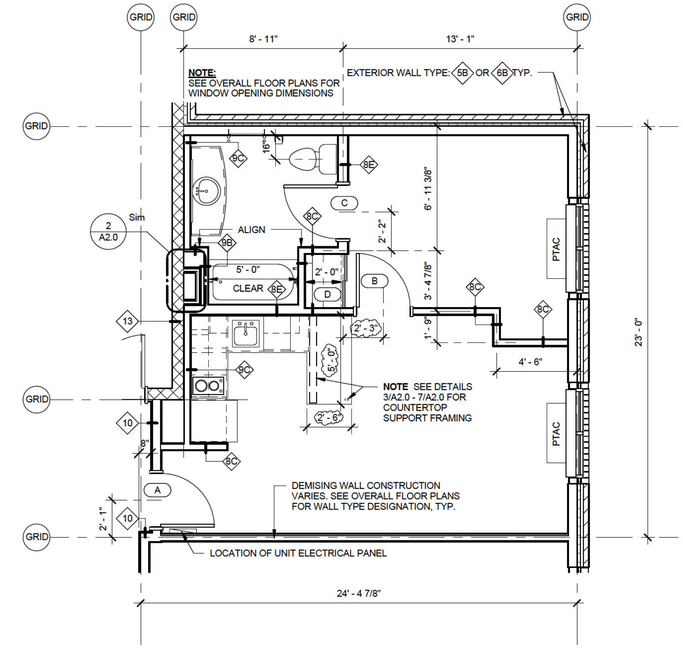

A A2.2c **KITCHEN ELEVATION** ⚠2 CABINET SIZE CHANGE
1/4" = 1'-0"




B A2.2c **KITCHEN ELEVATION** ⚠2 CABINET SIZE CHANGE
1/4" = 1'-0"




3 A2.2c **ONE BEDROOM - INTERIOR DESIGN PLAN**
1/4" = 1'-0"



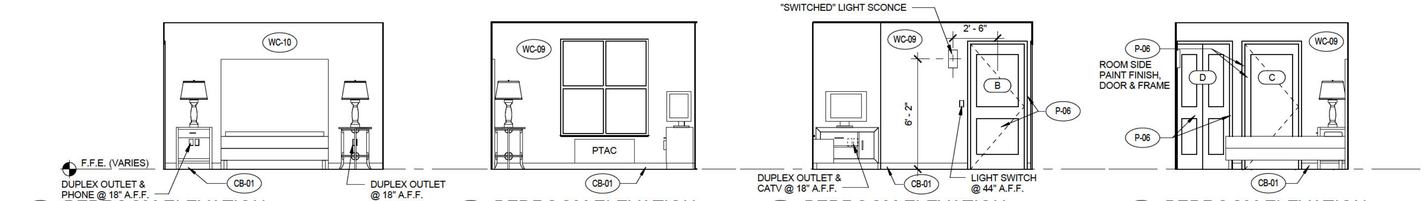

1 A2.2c **ONE BEDROOM - TYPICAL FLOOR PLAN** ⚠2 D MENSIONS ADDED D MENSIONS REVISED
1/4" = 1'-0"

AREA: 474 FT.²

C A2.2c **LIVING ELEVATION**
1/4" = 1'-0"

D A2.2c **LIVING ELEVATION**
1/4" = 1'-0"

E A2.2c **LIVING/KITCHEN ELEVATION**
1/4" = 1'-0"

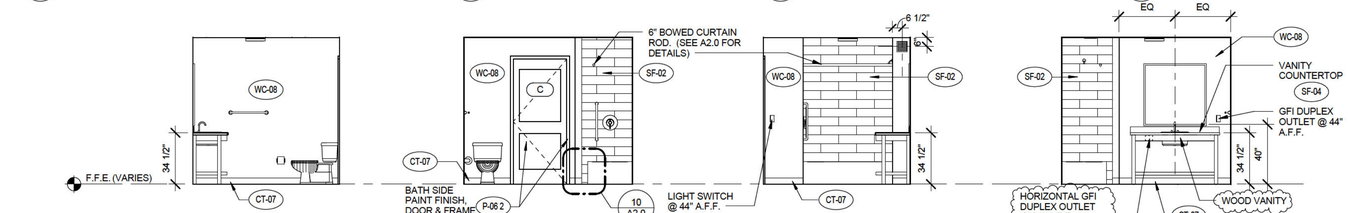



F A2.2c **BEDROOM ELEVATION**
1/4" = 1'-0"

G A2.2c **BEDROOM ELEVATION**
1/4" = 1'-0"

H A2.2c **BEDROOM ELEVATION**
1/4" = 1'-0"

J A2.2c **BEDROOM ELEVATION**
1/4" = 1'-0"

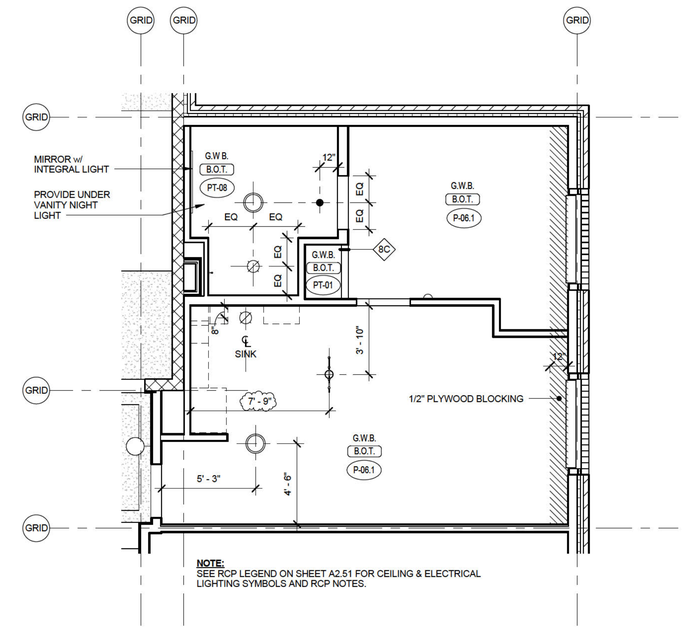



K A2.2c **BATH ELEVATION**
1/4" = 1'-0"

L A2.2c **BATH ELEVATION** ⚠2 DETAIL CALLOUT ADDED
1/4" = 1'-0"

M A2.2c **BATH ELEVATION**
1/4" = 1'-0"

N A2.2c **BATH ELEVATION** ⚠2 NOTES ADDED NOTES REVISED
1/4" = 1'-0"




2 A2.2c **ONE BEDROOM - TYPICAL RCP** ⚠2 D MENSIONS REVISED
1/4" = 1'-0"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ISSUE:
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07/27/2012: ISSUE FOR CONSTRUCTION
⚠2 11/20/2012: REVISION #2

architect: KMB
drawn: AJB

# SXC NEEDHAM INN LLC
66 B STREET
NEEDHAM, MA 02494
UNIT PLANS/ELEVATIONS - ONE BEDROOM

FINISHES REVISED ⚠2

**A2.2c**

301204

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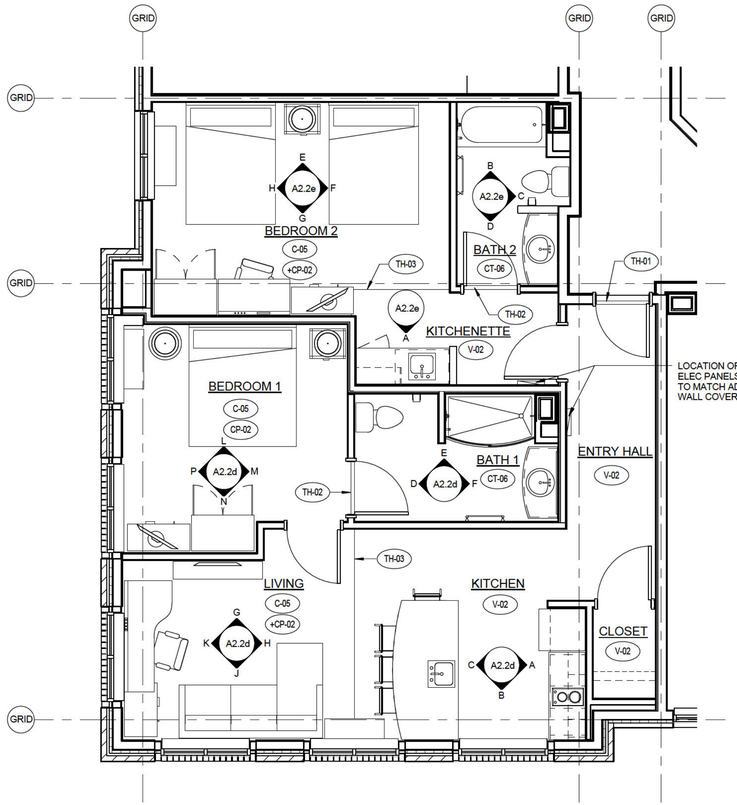
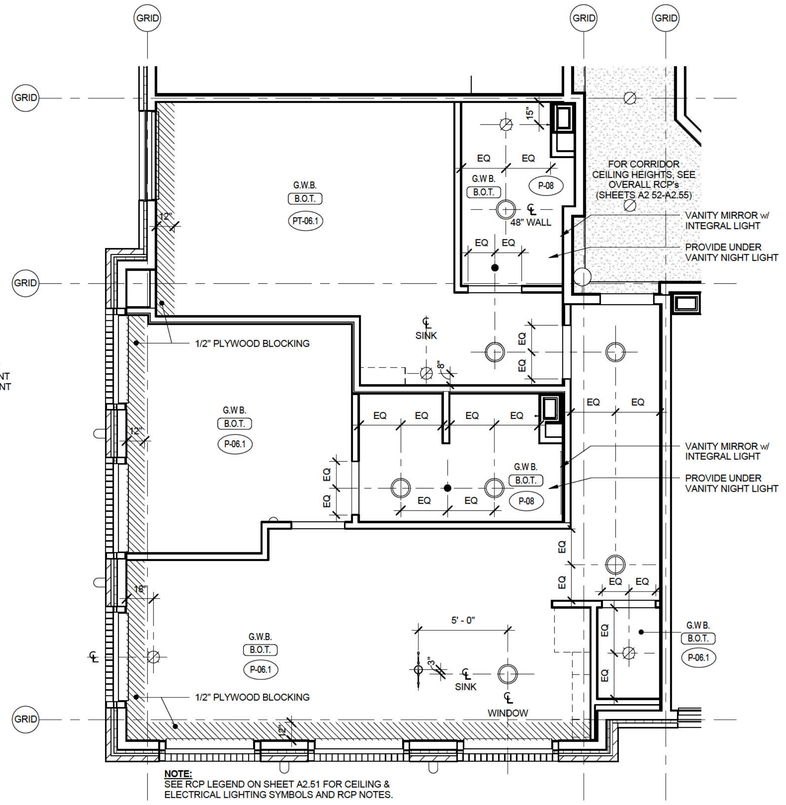
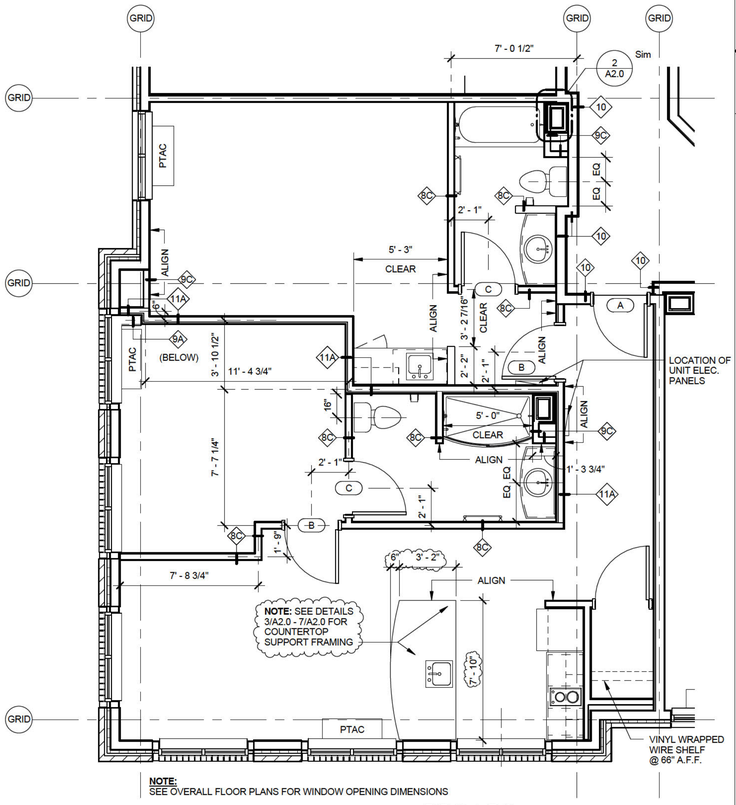



3 A2.2d TWO BEDROOM UNIT - INTERIOR DESIGN PLAN
1/4" = 1'-0"




**NOTE:**
SEE RCP LEGEND ON SHEET A2.51 FOR CEILING & ELECTRICAL LIGHTING SYMBOLS AND RCP NOTES.

2 A2.2d TWO BEDROOM UNIT - TYPICAL RCP
1/4" = 1'-0"

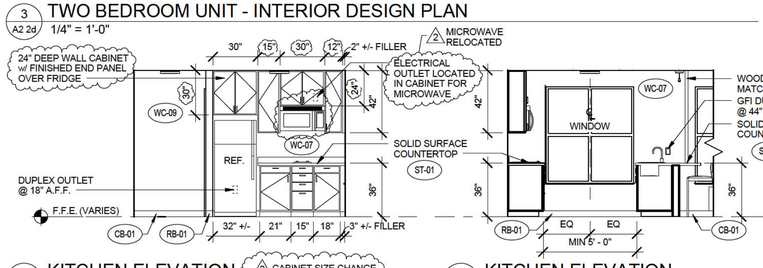



**NOTE:**
SEE OVERALL FLOOR PLANS FOR WINDOW OPENING DIMENSIONS

1 A2.2d TWO BEDROOM UNIT - TYPICAL FLOOR PLAN
1/4" = 1'-0"

2 DIMENSIONS ADDED
NOTES ADDED

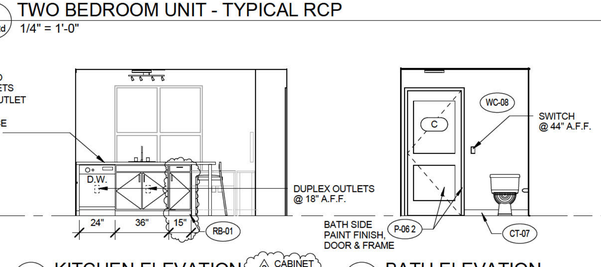
AREA: 972 FT.²




A A2.2d KITCHEN ELEVATION
1/4" = 1'-0"

2 CABINET SIZE CHANGE

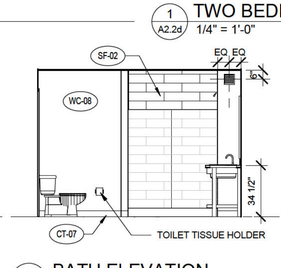
B A2.2d KITCHEN ELEVATION
1/4" = 1'-0"



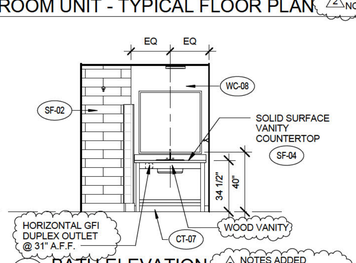

C A2.2d KITCHEN ELEVATION
1/4" = 1'-0"

2 CABINET ADDED

D A2.2d BATH ELEVATION
1/4" = 1'-0"

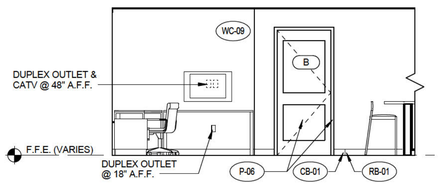



E A2.2d BATH ELEVATION
1/4" = 1'-0"

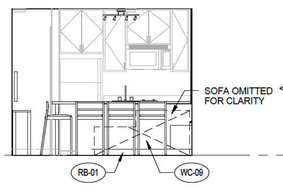



F A2.2d BATH ELEVATION
1/4" = 1'-0"

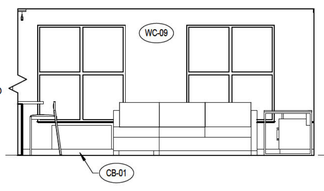
2 NOTES ADDED
NOTES REVISED



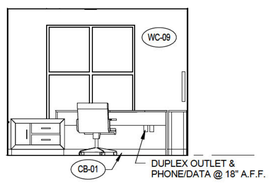

G A2.2d LIVING ELEVATION
1/4" = 1'-0"



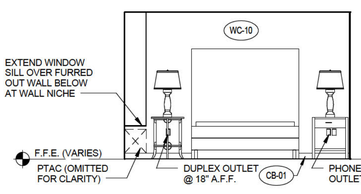

H A2.2d LIVING ELEVATION
1/4" = 1'-0"



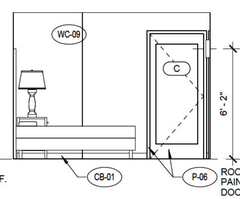

J A2.2d LIVING ELEVATION
1/4" = 1'-0"



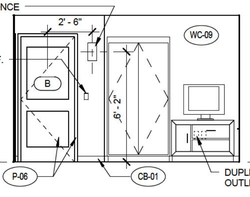

K A2.2d LIVING ELEVATION
1/4" = 1'-0"



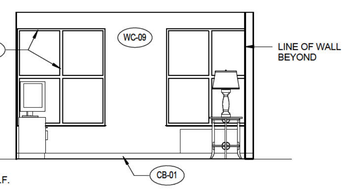

L A2.2d BEDROOM ELEVATION
1/4" = 1'-0"




M A2.2d BEDROOM ELEVATION
1/4" = 1'-0"




N A2.2d BEDROOM ELEVATION
1/4" = 1'-0"




P A2.2d BEDROOM ELEVATION
1/4" = 1'-0"

## PLAN GENERAL NOTES

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4. CORRIDOR WALLS TO BE TYPE "10" UNLESS OTHERWISE NOTED.
5. DEMISING WALL TYPES - REFER TO OVERALL FLOOR PLANS ON SHEETS A1.2 - A1.5.
6. WALL PARTITIONS TYPES - REFER TO WALL ASSEMBLY SHEETS A4.60 - A4.62.
7. FOR UNIT PLANS - REFER TO UNIT PLAN SHEETS A2.2a - A2.2g .
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12. INSTALL NECESSARY BLOCKING IN BATHROOM WALLS FOR CURRENT AND FUTURE GRAB BARS.
13. BLOCKING CAN BE 16 GAUGE SHEET METAL, SOLID WOOD OR PLYWOOD.
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15. PROVIDE 1X_ SCRIBE TO LAVATORY CABINETS AT WALL, TYPICAL AT ALL UNITS.
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17. SEE SHEET A2.0 FOR TOILET ACCESSORY MOUNTING HEIGHTS.
18. WALL OUTLETS SHALL NOT OCCUR IN SAME WALL CAVITY OF ADJACENT GUESTROOMS. SEE DETAIL 8/A2.0. IF UNAVOIDABLE, PROVIDE PUTTY PACKS AROUND ELECTRICAL BOX.
19. OWNER SHALL FURNISH EQUIPMENT CUTS AND UTILITY CONNECTION REQUIREMENTS FOR THE SPECIFIC EQUIPMENT TO BE PROVIDED WITHIN THE PROJECT AT THE TIME OF MEP/FP DESIGN.
20. DESIGN ENGINEERS, SUB-CONTRACTORS AND PRIME CONTRACTOR SHALL VERIFY COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL CODES, REQUIREMENTS & REGULATIONS WITH AUTHORITIES HAVING JURISDICTION FOR MINIMUM CODE DESIGN CRITERIA.

FINISHES REVISED 2

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P.O. Box 4430
Manchester, NH
p 603 623 8811
f 603 623 8250
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ISSUE:
05/25/2012: ISSUE FOR PERMIT & GMP
07/27/2012: ISSUE FOR CONSTRUCTION
2 11/20/2012: REVISION #2

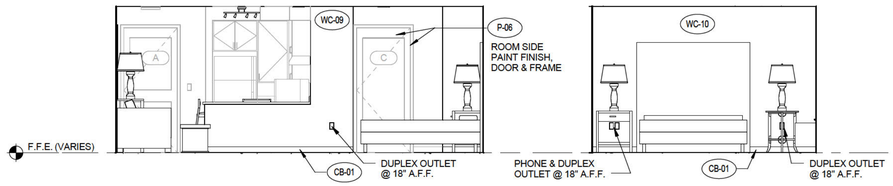
architect: KMB
drawn: AJB

SXC NEEDHAM INN LLC
66 B STREET
NEEDHAM, MA 02494
UNIT PLANS/ELEVATIONS - TWO BEDROOM

A2.2d

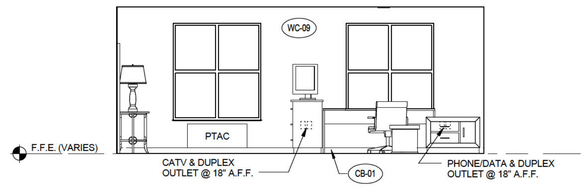
301204

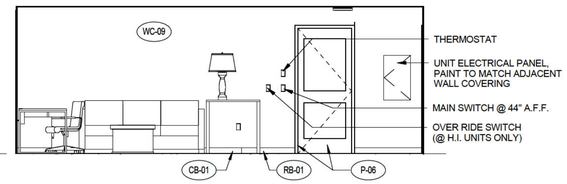
11/21/2012 9:58:01 AM




A A2.2f LIVING / SLEEPING ELEVATION
1/4" = 1'-0"

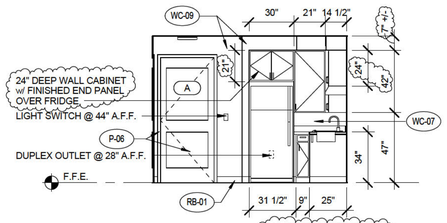
B A2.2f LIVING / SLEEPING ELEVATION
1/4" = 1'-0"



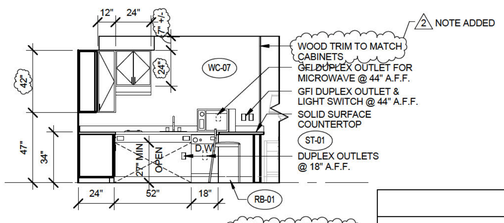




C A2.2f LIVING / SLEEPING ELEVATION
1/4" = 1'-0"

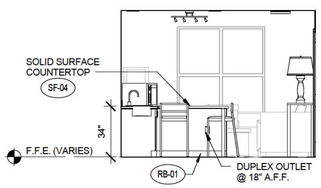
D A2.2f LIVING / SLEEPING ELEVATION
1/4" = 1'-0"



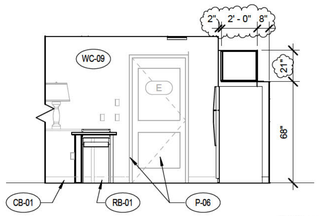

E A2.2f KITCHEN ELEVATION
1/4" = 1'-0"
2 CABINET SIZE CHANGE SOFFIT ADDED



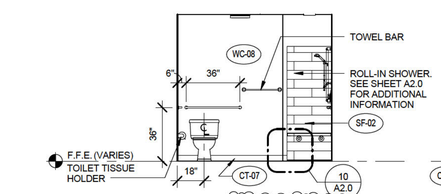

F A2.2f KITCHEN ELEVATION
1/4" = 1'-0"
2 CABINET SIZE CHANGE SOFFIT ADDED



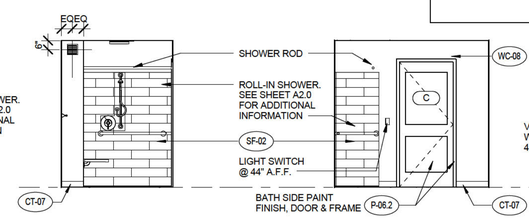

G A2.2f KITCHEN ELEVATION
1/4" = 1'-0"




H A2.2f KITCHEN ELEVATION
1/4" = 1'-0"
2 CABINET SIZE CHANGE SOFFIT ADDED

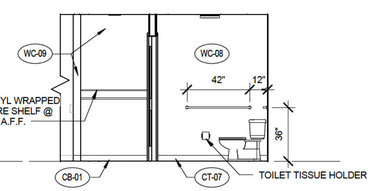



J1 A2.2f BATH ELEVATION
1/4" = 1'-0"
2 DETAIL CALL-OUT ADDED

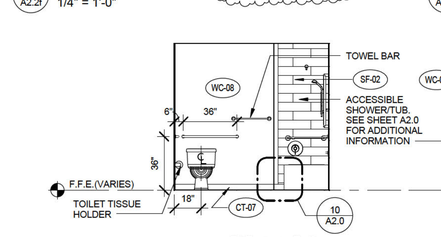



K1 A2.2f BATH ELEVATION
1/4" = 1'-0"

L1 A2.2f BATH ELEVATION
1/4" = 1'-0"




M A2.2f BATH ELEVATION
1/4" = 1'-0"




J2 A2.2f BATH ELEVATION
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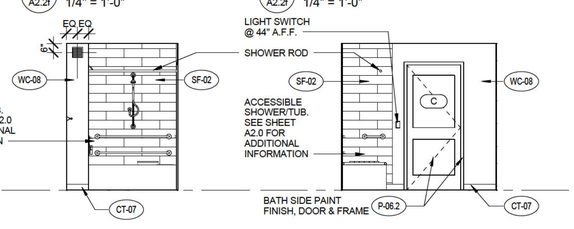
2 DETAIL CALL-OUT ADDED

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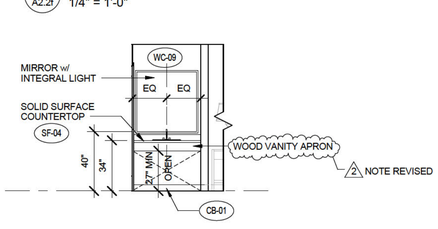
L2 A2.2f BATH ELEVATION
1/4" = 1'-0"




N A2.2f BATH ELEVATION
1/4" = 1'-0"

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7. FOR UNIT PLANS - REFER TO UNIT PLAN SHEETS A2.2a - A2.2g .
8. WINDOW AND DOOR SCHEDULES AND DETAILS - REFER TO SHEETS A6.10 & A6.20 SERIES.
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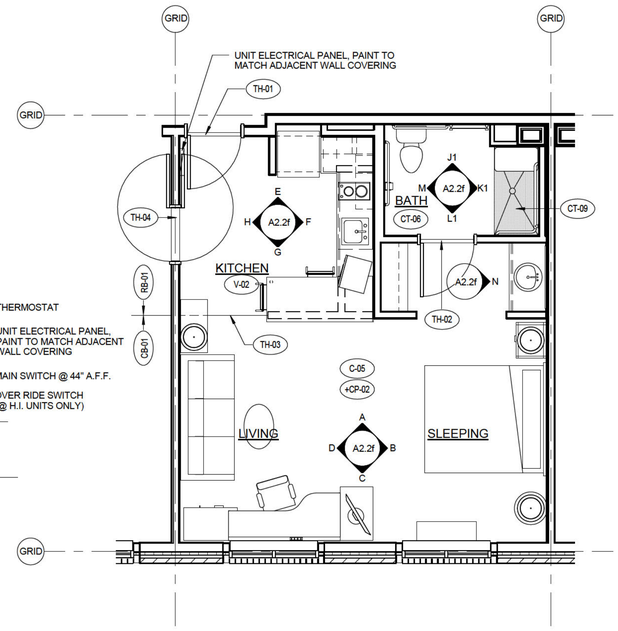
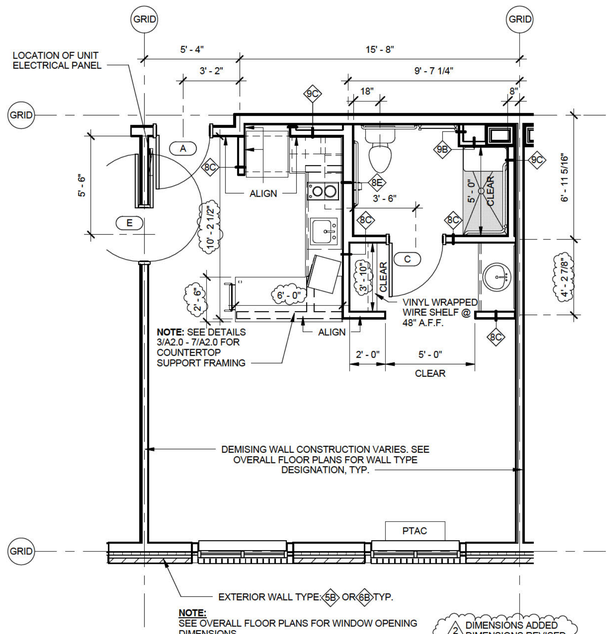
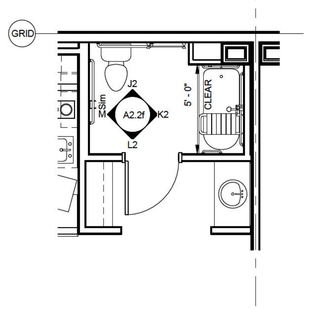


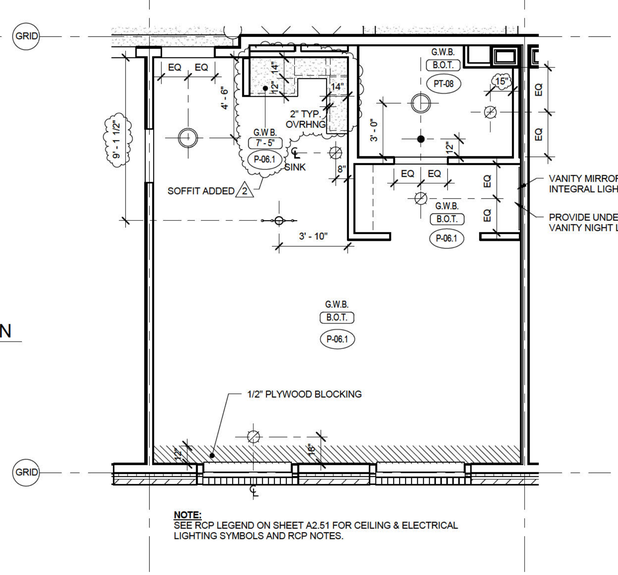

3 A2.2f ACCESSIBLE STUDIO - INTERIOR DESIGN PLAN
1/4" = 1'-0"




1 A2.2f ACCESSIBLE STUDIO - TYPICAL FLOOR PLAN
1/4" = 1'-0"
AREA: 470 FT.²




4 A2.2f ALTERNATE BATHROOM PLAN
1/4" = 1'-0"




2 A2.2f ACCESSIBLE STUDIO - TYPICAL RCP
1/4" = 1'-0"
2 DIMENSIONS REVISED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architect: KMB
drawn: AJB

SXC NEEDHAM INN LLC
66 B STREET
NEEDHAM, MA 02494
UNIT PLANS/ELEVATIONS - STUDIO ACCESSIBLE

A2.2f

FINISHES REVISED 2

301204

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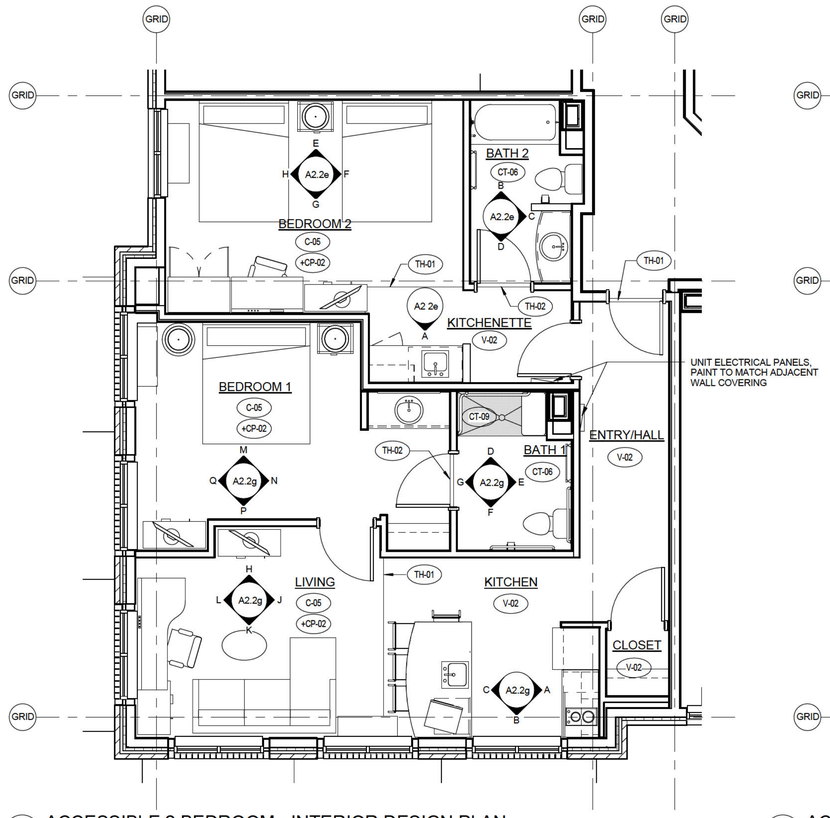
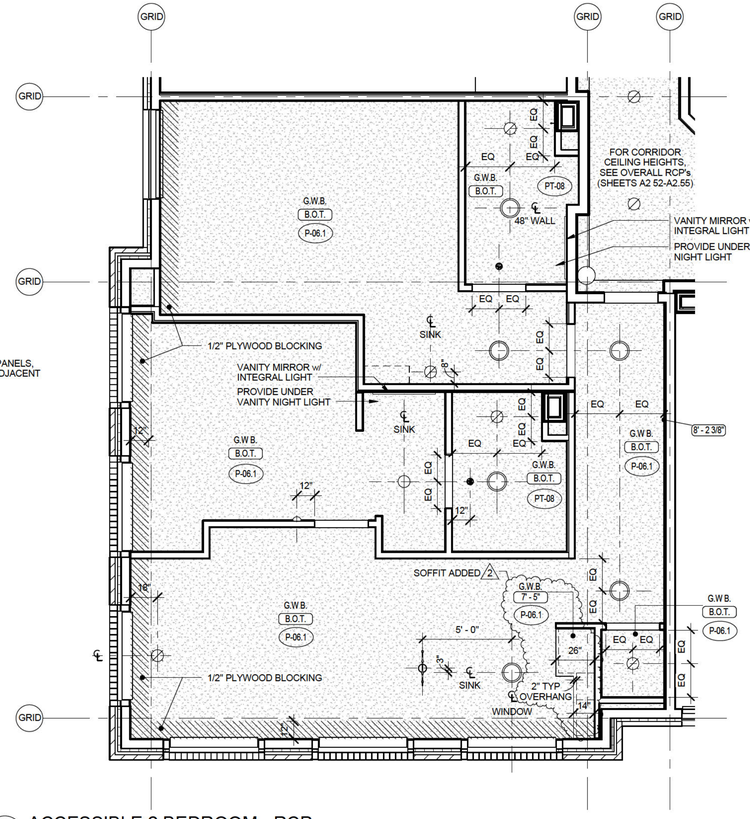
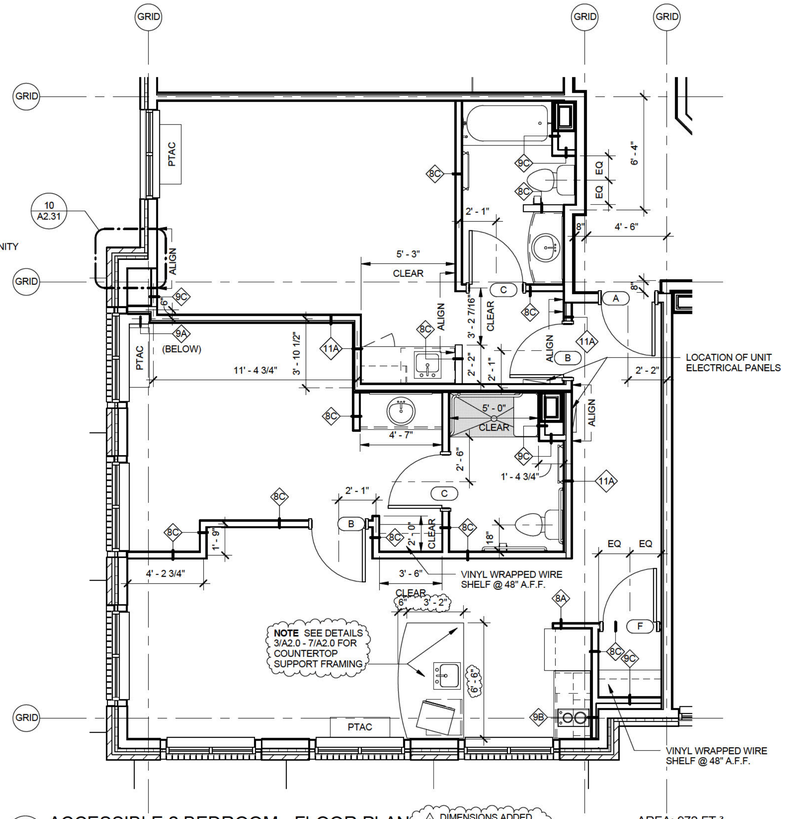
11/21/2012 9:58:25 AM




3 A2.2g ACCESSIBLE 2 BEDROOM - INTERIOR DESIGN PLAN
1/4" = 1'-0"



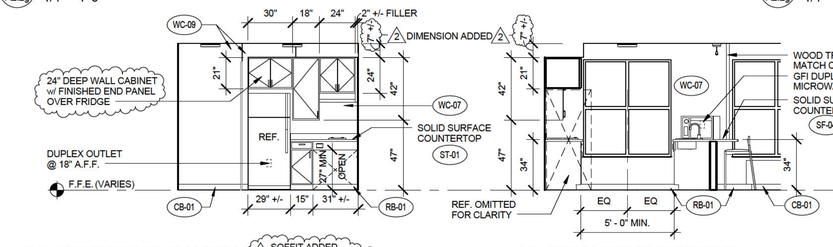

2 A2.2g ACCESSIBLE 2 BEDROOM - RCP
1/4" = 1'-0"




1 A2.2g ACCESSIBLE 2 BEDROOM - FLOOR PLAN
1/4" = 1'-0"

2 DIMENSIONS ADDED
2 DIMENSIONS REVISED

AREA: 972 FT.²

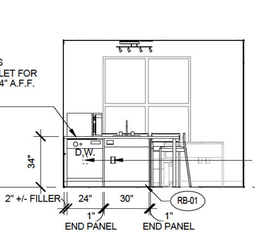



A A2.2g KITCHEN ELEVATION
1/4" = 1'-0"

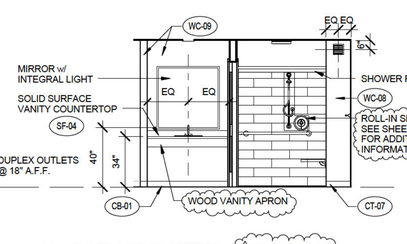
2 SOFFIT ADDED CABINET SIZE CHANGE




B A2.2g KITCHEN ELEVATION
1/4" = 1'-0"

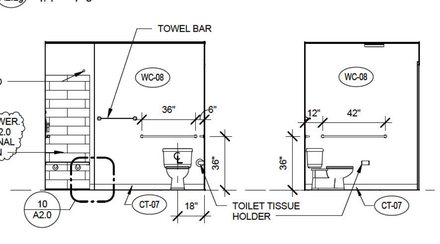



C A2.2g KITCHEN ELEVATION
1/4" = 1'-0"




D A2.2g BATH ELEVATION
1/4" = 1'-0"

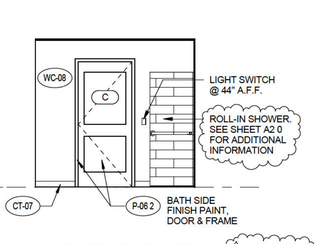
2 NOTES REVISED




E A2.2g BATH ELEVATION
1/4" = 1'-0"

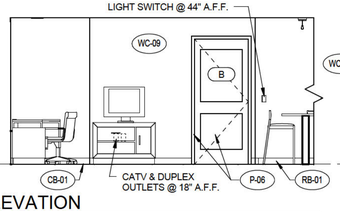
2 DETAIL CALL OUT ADDED

F A2.2g BATH ELEVATION
1/4" = 1'-0"

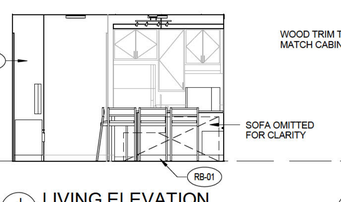



G A2.2g BATH ELEVATION
1/4" = 1'-0"

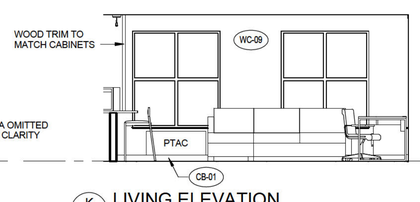
2 NOTE REVISED



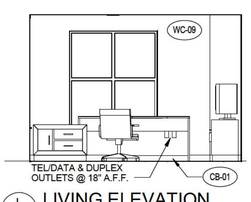

H A2.2g LIVING ELEVATION
1/4" = 1'-0"




J A2.2g LIVING ELEVATION
1/4" = 1'-0"




K A2.2g LIVING ELEVATION
1/4" = 1'-0"




L A2.2g LIVING ELEVATION
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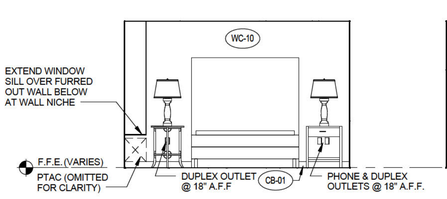
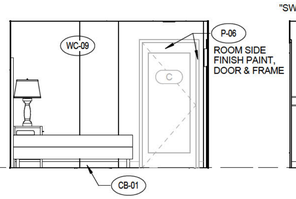
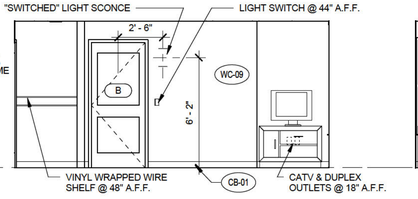



M A2.2g BEDROOM ELEVATION
1/4" = 1'-0"




N A2.2g BEDROOM ELEVATION
1/4" = 1'-0"




P A2.2g BEDROOM ELEVATION
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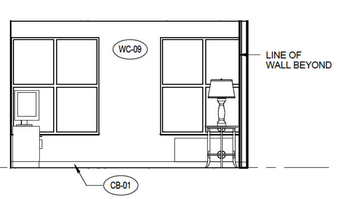


Q A2.2g BEDROOM ELEVATION
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17. SEE SHEET A2.0 FOR TOILET ACCESSORY MOUNTING HEIGHTS.
18. WALL OUTLETS SHALL NOT OCCUR IN SAME WALL CAVITY OF ADJACENT GUESTROOMS. SEE DETAIL 8/A2.0. IF UNAVOIDABLE, PROVIDE PUTTY PACKS AROUND ELECTRICAL BOX.
19. OWNER SHALL FURNISH EQUIPMENT CUTS AND UTILITY CONNECTION REQUIREMENTS FOR THE SPECIFIC EQUIPMENT TO BE PROVIDED WITHIN THE PROJECT AT THE TIME OF MEP/FP DESIGN.
20. DESIGN ENGINEERS, SUB-CONTRACTORS AND PRIME CONTRACTOR SHALL VERIFY COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL CODES, REQUIREMENTS & REGULATIONS WITH AUTHORITIES HAVING JURISDICTION FOR MINIMUM CODE DESIGN CRITERIA.

FINISHES REVISED 2


Pro Con, Inc.
P.O. Box 4430
Manchester, NH
p 603 623 8811
f 603 623 8250
www.proconinc.com


ISSUE:
05/29/2012: ISSUE FOR PERMIT & GMP
07/27/2012: ISSUE FOR CONSTRUCTION
2 11/20/2012: REVISION #2

architect: KMB
drawn: AJB

# SXC NEEDHAM INN LLC
66 B STREET
NEEDHAM, MA 02494
UNIT PLANS/ELEVATIONS - TWO BEDROOM ACCESSIBLE

**A2.2g**
301204

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# BENEFICIAL INTEREST DISCLOSURE EXEMPTION REQUEST

Applicant Name: 365 Management Company, LLC ("Licensee")

Primary Contact Person for Applicant:

Name: Caroline O'Connell

Telephone Numb[redacted]

Email Address: caroline@ocnllaw.com

The Applicant is seeking an exemption from disclosure under M.G.L. c. 138, §§ 15A & 23, for the following individuals and/or entities (use additional pages if necessary):

| Name | % ownership in license | Control over operation of license? |
|---|---|---|
| TI V Stonebridge HoldCo FinanceCo, LLC | 55.0% | No |
| SRA Holdco, LLC | 24.5% | No |
| RFM Acquisitions, LLC | 20.0% | No |

The Applicant is seeking an exemption from disclosing to the Licensing Authorities the following regarding the above-named individuals and/or entities (check all that apply):

X Criminal Offender Record Information ("CORI") Authorization Forms

X Personal Information Forms

X Identity of Individuals and/or Entities

Please explain why an exemption from the disclosure requirements of M.G.L. c. 138, §§ 15A & 23, is being sought, including, but not limited to, a description of the hardship(s) posed in obtaining the required information from the individuals and/or entities, and any other information that the Applicant believes would be of assistance to the Commission in considering whether to grant an exemption to the disclosure laws (use additional pages if necessary):

Michael Recht ("Manager") is the authorized representative and control person of Stonebridge Company Holdings, LLC ("Stonebridge"). Stonebridge is owned by three investments groups: TI V Stonebridge HoldCo FinanceCo, LLC, a Delaware limited liability company ("TowerBrook"), which owns 55%, RFM Acquisitions LLC which owns 20% (the "Institutional Investors") and SRA Holdco,

LLC ("SRA") (TowerBrook, RFM and SRA HoldCo are collectively referred to as the "Stonebridge Investors").

The Stonebridge Investors' interests in the Licensee are passive investments. Neither the Stonebridge Investors, nor any manager, employee, or agent of such parties have any involvement in, or control over, the management of alcoholic beverage service at the licensed premises or of the Licensee. No investor holds, directly or indirectly, 10% or more of the interests in the Institutional Investors. No natural person holds, directly or indirectly, 10% or more of the ownership interests in the Institutional Investors. No investor in the Institutional Investors has any control, directly or indirectly, over the investment decisions of the Institutional Investors.

The Institutional Investors are owned by a large diverse group of limited investors. The identity of these limited partners is kept strictly confidential. Limited partners tend to invest in multiple partnerships over time, and fund managers guard these relationships with great caution.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in this Request, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief.

Signed:

Michael Recht, Manager of Stonebridge Companies Holdings, LLC

Date: February 25, 2022

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

**MEETING DATE: 07/26/2022**

| | |
|---|---|
| **Agenda Item** | Proposed Alcohol Regulations Changes - Breweries |
| **Presenter(s)** | Katie King, Assistant Town Manager/Operations |

**1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**

The Town is proposing to allow breweries in Needham to further diversify our business inventory and offer an additional amenity to residents and visitors. The Planning Board is advancing a zoning amendment for the Special Town Meeting in the fall, which would define brewery business types and determine where each could be located by special permit. The Select Board oversees liquor licenses for all establishments that sell alcohol in Needham and must update the Town's liquor license policies to allow for breweries. The Select Board discussed proposed changes at their June 14, 2022 meeting and held a public hearing at their June 28, 2022 meeting.

The Assistant Town Manager will recommend the final revised *Regulations for the Sale of Alcoholic Beverages* and updated fee schedule for a Board vote.

**2. VOTE REQUIRED BY SELECT BOARD**

*Suggested Motions:*

1. That the Board vote to adopt the revised Regulations for the Sale of Alcoholic Beverages effective July 26, 2022.
2. That the Bord vote to adopt the revised Calendar Year 2022 fee schedule.

**3. BACK UP INFORMATION ATTACHED**

a. Alcohol License Regulations - 7/26/2022 redline
b. Alcohol License Regulations - clean
c. 2022 Select Board Fee Schedule - redline
d. 2022 Select Board Fee Schedule - clean

# TOWN OF NEEDHAM

## REGULATIONS FOR THE SALE OF ALCOHOLIC BEVERAGES


I. Types of Licenses to be Granted in Needham

II. Compliance

III. Special License Provisions

IV. General Rules and Regulations Applicable to Holders of Licenses to Sell Alcoholic Beverages within the Town

V. Rules and Regulations for the Sale of Alcoholic Beverages by Innholders

VI. Rules and Regulations Applicable to the Sale of Alcoholic Beverages in Restaurants and Function Rooms

VII. Rules and Regulations applicable to Clubs and Veterans Organizations seeking and issued Alcoholic Beverage Licenses within the Town authorized by Special Act of the General Court (Chapter 3 of the Acts of 1977)

VIII. Rules and Regulations applicable to One-Day Special Event Licenses

IX. Rules and Regulations applicable to Package Stores

X. Rules and Regulations Applicable to Farmer Series Pouring Permittees

XI. Violations – Determination of Penalties

**Licensing Authority: Select Board** ***Revision Date:*** ~~*8/18/2020*~~*07/26/2022*

The Needham Select Board, acting as local licensing authority pursuant to the provisions of Massachusetts General Laws Chapters 138 and 140 and other relevant legal authority, promulgates these regulations applicable to the sale and distribution of alcoholic beverages in the Town of Needham. These regulations are in addition and supplemental to all other legal requirements, including but not limited to applicable State and Federal law and regulations.

## I. TYPES OF LICENSES TO BE GRANTED IN NEEDHAM

The Town of Needham issues the types of alcoholic beverages licenses listed below. All licenses shall comply with Chapter 138 of the Massachusetts General Laws, and Chapter 204 of the Code of Massachusetts Regulations, as they relate to the specific type of license.

1.1 Innholders All Alcoholic Beverages: issued to qualified applicants to sell all alcoholic beverages in a hotel dining area with a seating capacity of not less than ninety-nine (99) persons and a living capacity of not less than fifty (50) rooms, under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. The Service of alcoholic beverages to the room of any registered guest is prohibited unless otherwise authorized by the Select Board. (M.G.L. c.138, s.11, D; 11/7/72 election)

1.2 Restaurant All Alcoholic Beverages: issued to qualified applicants to sell all alcoholic beverages in a restaurant and/or function room under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (M.G.L. c.138, s.11, E; 11/4/80 election; M.G.L. c.138, s.12; Chapter 32 of the Acts of 2014; 4/8/2014 election)

1.3 Restaurant Wine and Malt Beverages: issued to qualified applicants to sell only wine and malt beverages in a restaurant under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (M.G.L. c.138, s.12; Chapter 169 of the Acts of 2001; 11/8/01 election)

1.4 Club and Veterans' Organization All Alcoholic Beverages: issued to qualified applicant Clubs existing under Chapter 180 of Massachusetts General Laws and Veterans' Organizations duly chartered or authorized by the Laws of the United States or the Commonwealth of Massachusetts to sell all alcoholic beverages under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (M.G.L. c.138, s.12; 11/8/88 election)

1.5 One Day Special Event: issued to qualified applicants of non-profit status to sell all alcoholic beverages; or to sell wine and malt beverages only; or to qualified applicants of for-profit status to sell wine and malt beverages only under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules

& Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (M.G.L. c.138, s.14)

1.6 Package Store All Alcoholic Beverages: issued to qualified applicants to sell all alcoholic beverages in packages not to be consumed on the premises under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (Chapter 207 of the Acts of 2012; Approved 11/6/2012 election)

1.7 Package Store Wine and Malt Beverages: issued to qualified applicants to sell wine and malt beverages in packages not to be consumed on the premises under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages and any and all conditions stipulated for the specific license. (Chapter 207 of the Acts of 2012; Approved 11/6/2012 election)

1.8 Farmer Series Pouring Permit: issued to qualified applicants to sell malt beverages, for consumption on the grounds of a licensed farmer-brewery pursuant to M.G.L. c.138, §19C, as well as on the grounds of the farm operated as appurtenant and contiguous to, and in conjunction with, such farm, and in accordance with the applicable regulations of the Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages and any and all conditions stipulated for in the specific license. For purposes of this policy, the word "license", "licensee", and "licensed premises" shall include a "Farmer Series Pouring Permit", "Farmer Series Pouring Permittee", and "premises subject to a Farmer Series Pouring Permit", respectively, unless otherwise noted.

## II. COMPLIANCE

2.1 The issuance of a license by the Select Board for the sale of alcoholic beverages under M.G.L. c. 138 applies only to said sales and does not release the licensee from compliance, nor does it assume compliance with the rules, regulations, requirements and procedures of other government boards, agencies or bodies having jurisdiction.

2.2 Failure to comply with these regulations, the laws of the Commonwealth of Massachusetts, the Regulations of the Alcoholic Beverages Control Commission (ABCC) or the Town's bylaws may result in the revocation, suspension or cancellation of the license.

## III. SPECIAL LICENSE PROVISIONS (applicable to Restaurants only)

3.1 Bar Service The sale or service of alcoholic beverages for consumption at any unapproved Bar Service Area is prohibited. For the purposes of these regulations, Bar Service Area is defined as service across a counter at which alcoholic drinks are prepared to patrons who may or may not be waiting to dine. Bar Service Areas are permitted only in locations expressly approved and authorized by the Select Board. Such authorization may be granted under the following conditions:

a) The Board makes a finding that it is in the best interest of the Town to allow the service of alcoholic beverages in the Bar Service areas;
b) No more than a total of fifteen (15) seats or twenty percent (20%) of the total seats in the premises, whichever is less, shall be allowed in the Bar Service area(s), except that the Board may after hearing, with notice pursuant to M.G.L. Chapter 138 section15A, authorize a greater number where such seats are intended for food service customers as part of the licensee's business plan;
c) The seats in the Bar Service areas are included when calculating the number of seats in the premises;
d) All food and beverages on the menu served in the public dining room shall be available for service to the patrons in the Bar Service areas; and
e) Each licensee with bar seating shall annually as part of its license renewal application provide the Select Board with a statement certified by a Certified Public Accountant as to the percentage the annual sales for the previous period of October 1-September 30 of alcoholic beverages compared to the total annual sales of food and alcoholic beverages. If the percentage exceeds thirty-five percent (35%), the Select Board may investigate to determine whether the service of alcoholic beverages has become more than incidental to the service of food on the premises. If the Board determines that the sale of alcoholic beverages has become more than incidental to the sale of food on the premises, it may after hearing modify the license to require the licensee to reduce its amount of Bar Service Area seating.

## IV. GENERAL RULES AND REGULATIONS APPLICABLE TO HOLDERS OF LICENSES TO SELL ALCOHOLIC BEVERAGES WITHIN THE TOWN

This section shall apply to any and all alcoholic beverages licenses issued by the Board to eligible restaurants, clubs, veterans' organizations, innholders licensees, package stores, farmer series pouring permittees, and, with noted exceptions, one-day special event licensees. The Licensing Board reserves the right to add to, amend, modify or revoke these rules and regulations at such time or times as the Licensing Board deems appropriate.

Subject to further limitations fixed or from time to time modified by the Select Board with respect to a particular license, the General Laws of Massachusetts and the regulations of the Alcoholic Beverages Control Commission, the following rules and regulations shall be in full force and effect:

4.1 Fire Safety Inspections (applicable to Restaurants, Innholders & Clubs only)
Chapter 304 of the Acts of 2004, An Act Relative to Fire Safety In the Commonwealth, requires that every license holder under M.G.L. Chapter 138 Section 12 must submit as a precondition of renewal of the license "a valid certificate of inspection issued by a local inspector and signed by the head of the fire department for the city, town or district in which the premises is located." No license shall be issued for the sale of alcoholic beverages in the Town until such time as a copy of the valid certificate of inspection has been filed with application.

4.2 Hours of Operation
~~The hours during which the sale of all alcoholic beverages may be made in a dining~~

~~room are further limited to the time when the dining room is open and food service is available to the public. No alcoholic beverages shall be sold or served in a dining room before the dining room is open and food service is available, or after the dining room has been closed and food service has been suspended to the public.~~

4.2.1 The hours during which the sale of all alcoholic beverages to be consumed on the premises may be made by any licensee shall be from 11:00 a.m. to 11 p.m. on secular days and from 10:00 a.m. to 11 p.m. on Sundays, unless otherwise determined by the Select Board.

4.2.2 The hours during which the sale of all alcoholic beverages to be consumed off the premises may be made by any licensee shall be from 9:00 a.m. to 10:00 p.m., Monday through Saturday, including legal holidays, and 12:00 noon to 6:00 p.m. on Sundays, unless otherwise determined by the Select Board. Holiday sales hours are further limited to the holiday schedule set by the ABCC.

4.2.3 The Board may adjust hours for individual and/or classifications of licensees upon receipt of their request(s) for consideration of special circumstances and/or occasions.

4.2.~~4~~2 Except for alcohol sold by a Farmer Series Pouring Permittee, t~~T~~he hours during which the sale of all alcoholic beverages may be made in a dining room are further limited to the time when the dining room is open and food service is available to the public. No alcoholic beverages shall be sold or served in a dining room before the dining room is open and food service is available, or after the dining room has been closed and food service has been suspended to the public.

4.2.5 No patron shall be served or sold alcoholic beverages within the licensed premises before or after the hours stated in the license.

4.2.~~6~~3 No alcoholic beverages shall be served for on premises consumption within the licensed premises during the fifteen (15) minutes preceding the hours stated on the license at which service of alcoholic beverages must cease.

4.2.~~7~~4 All bottles, glasses, containers, etc., shall be cleared from all tables and bars within thirty (30) minutes of the established closing hour and all patrons will be off the licensed premises within forty-five (45) minutes of the established closing hour.

4.2.~~8~~5 With the exception of the licensee and the manager, all employees shall vacate the licensed premises no later than sixty (60) minutes after the official closing hour designated on the alcohol license. Bona fide employees of the licensed establishment may remain upon or enter upon the licensed premises outside of the regular hours of operation while actually engaged in cleaning, opening, closing or preparing for the current or next day's business, but they may not dispense or consume any alcoholic beverage during such non-public hours. In any instance wherein a licensee will have employees working on the licensed premises in excess of sixty (60) minutes

before or after the serving times, the licensee shall cause notification of the fact to be given by telephone to the Needham Police Department along with the estimate as to how long the work party will be on the premises. This provision shall not limit employees from being on the premises to produce malt beverages in accordance with a license issued pursuant to G.L. c.138, §19C or §19D.

4.3 Payment of Charges and Taxes

Applicants and licensees must pay, in full, all taxes and charges owed to the Town on a current basis prior to the issuance of a new license, the transfer of an existing license and/or the annual renewal of a license.

4.4 Filing and Application Requirements (excludes One Day Special Event Licenses)

4.4.1 Abutter Notification

When conducting a public hearing to consider the issuance of a license to sell or serve wine, malt and/or alcoholic beverages, the Board shall require the applicant to notify all owners of property within a 300-foot radius of the premises to be licensed

4.4.2 Insurance

No license shall be issued for the sale of alcoholic beverages (one day special licenses excluded) in the Town until such time as the applicant shall present to the Select Board a certificate of insurance showing that the applicant carries the following policies of insurance from an insurance company licensed by the Department of Insurance of the Commonwealth of Massachusetts as follows: workers' compensation insurance as required by M.G.L. Chapter 152; and liquor liability insurance in the minimum amount of $100,000 per person/$1,000,000 aggregate for personal injury and $100,000 per occurrence for property damage.

4.4.3 Fees

All license fees of the Board are incorporated in these rules and regulations as Attachment I, Schedule of Town of Needham Liquor License Fees. These fees shall be non-refundable.

4.4.3.1 Filing Fees All required filing fees shall be paid in full at such time as the application is filed. The Board's filing fee shall be paid by check, made payable to the "Town of Needham." Filing fees required by the Commission must be by certified check or bank treasurers check made payable to the "Commonwealth of Massachusetts" and/or the "Alcoholic Beverages Control Commission." Filing fees shall not be pro-rated for any reason.

4.4.3.2 License Fees All license fees for the initial issuance of a new license, or for the transfer of an existing license, for a change in the structural composition of a licensed premises, and/or for the annual renewal of a license shall be paid in full prior to the issuance of the license. The payment of the license fee shall be by

cash, certified check or bank treasurer's check payable to "Town of Needham." The initial license fee will be pro-rated based on the number of months remaining in the calendar year at the time of occupancy.

4.4.4 Floorplans – On Premises Licenses (M.G.L. Ch 138 s.12 and Farmer Series Pouring Permittee)

4.4.4.1 With the exception of applicants for package store licenses and a one-day special events license and without limiting the application of Chapter 6 of the State Building Code, applicants or licensees shall submit to the Board along with the application for license, an architectural floor plan, drawn to scale, that includes the following information, which will be clearly marked:

a) the net floor area (net floor area shall be the area of the rooms measured between the interior walls exclusive of stairways, service bars, hallways, etc.) and dimensions of the existing room or rooms and exterior premises requested to be licensed including dining rooms, function rooms, exterior premises and rooms in which alcoholic beverages are to be stored;
b) the location of any proposed Bar Service Areas, ~~and~~ cocktail lounges (for innkeepers license only), or other area where patrons may stand while consuming alcohol;
c) areas in which seats or benches are to be securely fastened to the floor and areas in which the seats and tables are moveable;
d) entrances and exits;
e) kitchens and/or food preparation areas;
f) take out areas;
g) storage areas;
h) restrooms;
i) all rooms not being requested to be licensed shall be labeled as to their function, such as, kitchen, coatroom, lobby, etc.;
j) total occupant load;
k) areas where food trucks or other mobile food vendors may be parked for the purposes of serving patrons; and
l~~k~~) other spaces, or in relevant cases, exterior premises for which approval of the Board for the sale of alcoholic beverages is requested. Approval of the use of exterior space will only be allowed if there is a physical barrier and signage restricting the transportation or possession of any alcohol, wine, or malt beverage beyond the limitation of the barrier.

4.4.4.2 The number and location of all seats, chairs, and stools upon or within the licensed premises must be approved in writing by the Board. In no event shall the total number of seats, chairs, and stools upon the licensed premises exceed the maximum seating capacity nor the maximum occupancy capacity of the licensed premises.

4.4.4.3 No physical alteration, the effect of which would be to constitute a change in the description of the licensed premises as shown on the license, shall be made without prior written approval of the Board.

4.4.4.4 Outdoor seating shall be excluded from the seating capacity used to determine the type of license granted to applicant.

4.5.5 Floor Plans – Off Premise Licenses (M.G.L. Ch 138 s. 15)

4.5.5.1 Applicants for a package store license shall submit to the Board along with the application for license, an architectural floor plan, drawn to scale, that includes the following information, which will be clearly marked:

a) the net floor area (net floor area shall be the area of the rooms measured between the interior walls exclusive of stairways, service bars, hallways, etc.) and dimensions of the existing room or rooms and exterior premises requested to be licensed;
b) gross floor area of the premises and those portions of the premises proposed to be dedicated to the sale, storage or display of alcoholic beverages;
c) entrances and exits;
d) storage areas;
e) restrooms;
f) cash register areas.

4.5.5.2 Applicants shall submit a plan for signage including window display signs.

4.6 General and Miscellaneous Provisions

4.6.1 No alcoholic beverages shall be taken from the building so approved in the licenses, with exception of approved exterior seating noted on floorplan, as noted in section 4.4.4.1 (lk). This does not apply to package stores and sales conducted pursuant to G.L. c.138, §19C or §19D.

4.6.2 No licensee shall sell alcoholic beverages in any part of the premises not specified on itsthis license, including a license issued by the Alcoholic Beverages Control Commission only. No change of such area or location shall be made without prior written approval of the Select Board. The licensed premises shall meet and fully comply with all health standards and regulations applicable to the sale of alcoholic beverages.

4.6.3 The licensed premises must be well lighted at all times.

4.6.4 There shall be no indecent or immoral entertainment on the licensed premises.

4.6.5 Gambling, lotteries, or other illegal machines or games are prohibited except as otherwise permitted by law.

4.6.6 The licensed premises shall be subject, at all times, to inspection by members of the Select Board, the Town Manager, Inspector of Buildings, Board of Health or its representatives, Police Department, Fire Department, or any other department or official of the town so directed by the Select Board.

4.6.7 ~~Except for Farmer Series Pouring Permittees, f~~Food service shall be available in all areas where alcoholic beverages are to be served for consumption on premises.

4.6.8 Meals must be served on solid dinnerware with silverware accompanying the same. No paper plates or plastic cutlery is permitted. Alcoholic beverages may be consumed only from glassware. Package stores, Farmer Series Pouring Permittees, and one day licenses are excluded from this provision.

4.6.9 No licensed restaurant, Farmer Series Pouring Permittee, or package store may permit the use of any amusement service such as electronic games on the premises.

4.6.10 Service of alcoholic beverages shall be by a bartender/server/wait person (applicable to on premise licensees only, including Farmer Series Pouring Permittees).

4.6.11 At all times that the licensed premises are open for the sale or service of alcoholic beverages, the licensee shall have on the premises a manager or assistant manager who has successfully completed an in-person alcoholic beverage server training program satisfactory to the Select Board. The onsite manager/assistant manager shall be responsible for compliance with all applicable laws of the Commonwealth of Massachusetts concerning the sale of alcoholic beverages and the Town's rules and regulations for the provision and consumption of alcoholic beverages. The designated manager/assistant manager shall have full authority to make decisions concerning the operation of the establishment.

a) A current employee roster shall be available upon request to the Town for all licensed establishments. It is the obligation of the licensee to inform all employees about the rules and regulations of the Needham Select Board, the Alcoholic Beverages Control Commission, and any and all applicable Massachusetts laws.

b) Any employee engaged in the sale and handling of alcoholic beverages must complete Select Board approved courses in alcohol safety training and have on file with the licensee, and available for inspection by the Town, a copy of current training certification and proof of age. Licensee

will provide an approved training program certificate of completion for the manager to the Town with the application.

c) All managers, assistant managers, and bartenders shall be required to attend an in-person alcoholic beverage server training program satisfactory to the Select Board once every two years. Newly hired employees shall complete a Town-approved training program upon employment, or provide proof of training certification at a Town-approved course within the last three years. In addition, all employees who are engaged with the direct handling, selling, storing or the preparation for the display of any alcoholic beverages are required to watch annually a Town-approved training video as part of the license renewal process.

d) No licensee shall allow any employee to sell, or participate in the stocking, handling, or preparation for sale of beverage alcohol until such employee has viewed a town-approved training video and signed a statement, a copy of which is to be maintained by the licensee, confirming that the employee has viewed that training video and that the employee acknowledges his/her obligation to abide by the rules and regulations of the Needham Select Board, the Alcoholic Beverages Control Commission, and Massachusetts laws regarding the sale of alcohol.

4.6.12 Licensees shall make all reasonable and diligent efforts to ensure that loitering, disorder, disturbances or illegality of any kind does not occur at the licensed premises. The licensee shall ensure that business in the licensed premises is conducted in a responsible manner so that no activity shall detract from the quality of life in the Town generally, or in the neighborhood in which the licensed premises are located. The licensee may be held responsible for such activity, whether present or not. Licensees shall at all times maintain the immediate and surrounding area outside the licensed premises in a state of cleanliness and upkeep.

4.6.13 The alcoholic beverage license must be prominently displayed and available for public viewing inside the premises.

## V. RULES AND REGULATIONS FOR THE SALE OF ALCOHOLIC BEVERAGES BY INNHOLDERS

Subject to further limitations fixed or from time to time modified by the Select Board with respect to a particular license, the General Laws of Massachusetts and the regulations of the Alcoholic Beverages Control Commission, the following rules and regulations shall be in full force and effect:

5.1 No application for an alcoholic beverage license shall be accepted except from qualified owners of a hotel having a dining room capacity of not less than ninety-nine [99] persons and living capacity of not less than fifty [50] rooms.

5.2 Each applicant shall submit to the Select Board with each application for a license a floor plan of the building or that portion of the building on which is clearly marked and designated the location of the proposed seating arrangement, service bars, dining rooms, function rooms or other rooms in which approval of the Select Board for the sale of alcoholic beverages is requested.

5.3 Cocktail lounges are permitted with the approval of the Select Board but limited to approved areas by the Select Board with appropriate identification of the specific location documented by the Inspector of Buildings.

5.4 The Service of alcoholic beverages to the room of any registered guest is prohibited unless otherwise authorized by the Select Board.

## VI. RULES AND REGULATIONS APPLICABLE TO THE SALE OF ALCOHOLIC BEVERAGES IN RESTAURANTS AND FUNCTION ROOMS

**Commented [IF1]:** As a reminder, this does not apply to Farmer Series Pouring Permits.

Subject to further limitations fixed or from time to time modified or amended by the Select Board acting as the duly constituted Licensing Board of the Town of Needham with respect to this class of license, the General Laws of Massachusetts and the Regulations of the Alcoholic Beverages Commission, the following rules and regulations shall be in full force and effect:

6.1 It is the policy and purpose of the Select Board acting as the Licensing Board of the Town of Needham to limit the issuance of alcoholic licenses as an accommodating and incidental part of a Common Victualler's primary and principal business endeavor of preparing and serving food to the public in a restaurant and function room.

6.2 The issuance of alcoholic licenses will be utilized so as to both enhance the dining experience of individuals patronizing Needham restaurants and to foster the economic development of business areas in the Town by encouraging and promoting foot traffic in those areas where restaurants are located. The Board will consider when deciding upon a license application the foregoing factors and any other matter deemed appropriate by the Board including by way of description but not limitation: proximity to residential neighborhoods, traffic, parking, appropriateness of menu and other aesthetic considerations including the physical layout of the interior of the establishment. Licenses will not be granted to establishments whose principal business activity is fast food, take-out, or which has any "drive-through" component.

6.3 No function room may be separately licensed.

6.4 No alcohol license will be issued to any applicant unless such applicant is the licensee named in a common victualler's license and has operated a restaurant and function rooms for the twelve-month period immediately preceding the filing of an application. When deemed appropriate by the Select Board this provision may be waived.

6.5 Service of food must be available in all areas in which alcoholic beverages are to be served. Where a function room is available, the service of alcoholic beverages is permitted as authorized herein and may be closed to the general public.

## VII. RULES AND REGULATIONS APPLICABLE TO CLUBS AND VETERANS ORGANIZATIONS SEEKING AND ISSUED ALCOHOLIC BEVERAGE LICENSES WITHIN THE TOWN AUTHORIZED BY SPECIAL ACT OF THE GENERAL COURT (CHAPTER 3 OF THE ACTS OF 1977)

Licenses issued by the Needham Select Board shall be subject to the minimum requirements of G.L. Chapter 138, Regulations of the Alcoholic Beverage Commission and the following regulations of the local Licensing Board and any amendments thereto hereinafter adopted:

7.1 Every club applicant to be eligible to be licensed to sell any or all alcoholic beverages within the Town of Needham must be a corporation duly organized and existing under Chapter 180 of the General Laws of the Commonwealth of Massachusetts and has maintained club facilities for not less than three (3) years prior to the filing of an application. The within provisions may be waived by the Licensing Board.

7.2 Every Veterans organization to be eligible to be licensed to sell any and all alcoholic beverages within the Town of Needham must be duly chartered or authorized by the Laws of the United States or the Commonwealth of Massachusetts.

7.3 Each applicant shall furnish the Licensing Board with a copy of its Charter or other legal evidence of its eligibility as herein specified when requested by the Licensing Board.

7.4 Each eligible club and veteran's organization must have the exclusive legal right to the possession and enjoyment of indoor facilities of not less than 2,000 square feet of floor space on one or more floors and which may consist of one or more rooms.

7.5 Each licensee hereunder acting by and through its Board of Directors or other governing body shall appoint a manager or bartender who is of good moral character and a responsible person. The manager or bartender will be in charge during open hours acting for and on behalf of the Board of Directors or other governing Board. Acting for and on behalf of the Board of Directors the manager or bartender shall be responsible for the conduct of the members and guests, accountable for keeping order and the prevention of undue noise and disturbances on the licensed premises and the neighborhood.

## VIII. RULES AND REGULATIONS APPLICABLE TO ONE-DAY SPECIAL EVENT LICENSES

The Board will review requests for One-Day Special Event Licenses in accordance with section 14 of Chapter 138 of the General Laws after receipt of the following documentation. A public hearing is not required for the issuance of a One-Day Special Event License.

8.1 Request for the sale of alcohol under a Special License is limited to between the hours of 11:00 a.m. and 12:00 a.m. on secular days and 12:00 p.m. and 12:00 a.m. on Sundays.

8.2 One-Day licenses are exempt from the legal notice and publication requirements.

8.3 No special event license will be granted to a licensed premise of any person whose application for a license is pending before the licensing authorities.

8.4 No person shall be granted a special license for more than 30 days in a calendar year.

8.5 Forms and documentation required for One-Day Special License:

a) ABCC Notice of Approval of Special License (completed by the Town)
b) Town of Needham Select Board Event Information Sheet
c) Descriptive information about the event (invitation, flyer, letter of explanation, etc.)
d) Written indication of the manner by which service, sale, delivery, and/or dispensing of alcoholic beverages are to be controlled.
e) Written evidence of the owner's permission to use the proposed licensed premises.
f) Proof of Non-profit Status (if request is for all alcoholic beverages).
g) Sketch/floorplan of the proposed licensed premises detailing where alcohol will be served, sold, delivered, and/or dispensed.
h) Designation and identification in writing of all individuals who will serve, sell, deliver, and/or dispense alcoholic beverages and evidence of whether or not said individuals have completed in the past three years an appropriate Massachusetts alcoholic beverages server training program.
i) Acknowledgement that the person holding the special license has purchased the alcoholic beverages from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder. 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)

8.6 The One-Day Special Event Manager shall provide for the orderly and safe conduct of the event, shall be responsible for the proper sale, service, delivery, dispensing and consumption of alcoholic beverages, shall be physically present during the duration of the entire event and shall sign the Event Information Sheet. The One-Day Special Event Manager shall display such special One-Day License where sale of alcoholic beverages is taking place.

## IX. RULES AND REGULATIONS APPLICABLE TO PACKAGE STORES (M.G.L. CH 138, SEC. 15)

**Commented [IF2]:** As a reminder, this does not apply to brew pubs or breweries, as those are licensed under the ABCC's rules.

9.1 General Provisions

9.1.1 Employees at the licensed premises on which a Section 15 license is exercised must be 21 years of age except that such licensees may employ a person under the age of 21 who does not directly handle, sell,

store, or prepare for display any alcoholic beverages. Notwithstanding the foregoing, food store employees 18 years of age or older may handle, store, or prepare any alcoholic beverages for display.

9.1.2 No seating, chairs, stools, or tables for use by customers or patrons shall be placed or permitted by a retail package store licensee upon or within the licensed premises, or upon any area under the direction and control of the licensee.

9.1.3 Where the liquor licenses are granted to serve the public, licensees shall be open to the public and, except in exigent circumstances, operate on all days and hours in accordance with the terms of the issued liquor license. The closing of the licensed premises to the public, for a period of five (5) consecutive days or more, or for any period totaling ten (10) days during the calendar year without the prior approval of the Select Board may be deemed to be an abandonment of the Liquor License and sufficient grounds for revocation of the Liquor License.

9.1.4 No consumption of alcoholic beverages shall be permitted on the premises outside of the licensed hours of operation.

9.1.5 Licensees shall make all reasonable and diligent efforts to ensure that loitering, disorder, disturbances or illegality of any kind does not occur at the licensed premises. The licensee shall ensure that business in the licensed premises is conducted in a responsible manner so that no activity shall detract from the quality of life in the Town generally, or in the neighborhood in which the licensed premises are located. The licensee may be held responsible for such activity, whether present or not.

9.1.6 Licensees shall at all times maintain the immediate and surrounding area outside the licensed premises in a state of cleanliness and upkeep.

9.1.7 The licensing of liquor establishments, and what constitutes the public convenience in Needham, will be subject to the informed discretion of the Select Board. In determining suitability for licenses, the Select Board will consider the proximity of the proposed premises to neighborhoods, especially residential neighborhoods, and other sensitive areas as determined by the Board.

9.1.8 Section 15 licenses may be granted to food stores as defined in these regulations, but will not be granted to convenience stores.

9.1.9 Alcohol-related signage displayed so that it is visible to the public will be limited. As a condition of the license, the licensee will comply with the Town of Needham Sign By-law, as from time to time amended.

9.1.10 Advertisement at local sporting events or school events and sponsorships of sporting teams where participant's uniforms carry the name, logo or

advertisement for any business which derives more than 25% of its gross revenues from the sale of alcoholic beverages is prohibited.

9.1.11 "Nips" or bottles of spirits containing fewer than eight (8) fluid ounces shall not be located in an area directly accessible by customers, and shall be offered for sale upon the request of a customer from a location within the premises to which customers do not have direct access, such as behind a counter.

9.2 Hours Of Operation

9.2.1 For all deliveries conducted off the licensed premises, the licensee shall keep written records including the date of sale, quantities and sizes of items purchased, method of payment transaction, and name and address of purchaser. In addition to the preceding requirements, the amount of the beverages that were delivered, the date and time of delivery, the signature of the person receiving the delivery and the type of identification card used to confirm age. Such written records shall be maintained by the licensee within or upon the license premises for a period of not less than one year and must be readily available for inspection by the Town.

a) Deliveries must be made during the operating hours of the store.
b) Deliveries shall be made by persons no less than 21 years of age.
c) A copy of Off-Premises Transportation Permit, license to deliver issued by the ABCC, shall accompany application at time of submittal.

9.2.2 All transactions for the sale of alcoholic beverages must be completed on or before the closing hour set out in this section.

9.2.3 Hours for product deliveries to establishment and/or pick-up of bottle returns should be arranged so that activity does not interfere with the quiet enjoyment of the neighborhood.

9.3 Consumption On Premises Prohibited Except Sample Tastings

9.3.1 Consumption of alcoholic beverages within or upon the retail package store licensed premises, or upon any area under the direction and control of the licensee, by any person is strictly prohibited except for sample tasting.

9.4 Limitations On Transferability Of Off-Premises Section 15 Licenses

9.4.1 An application for a transfer of ownership at the same location or transfer of location may be granted by the Board after a public hearing in compliance with these regulations and state law.

9.5 Food Store Alcohol License Requirements

9.5.1 A food store is defined as a grocery store or supermarket, which sells at retail, food for consumption on or off the gross premises, whether alone, or in combination with grocery items or other non-durable items typically found in a grocery store and sold to individuals for personal, family or household use. Such food store shall carry fresh and processed meats, poultry, dairy products, eggs, fresh fruits and produce, baked goods and baking ingredients, canned goods and dessert items. Notwithstanding the foregoing, a food store for the purposes of these regulations shall not be a convenience store, any business that sells gasoline, or a business which derives more than 25% of its gross revenues from the sale of alcoholic beverages. The retail space used to display alcoholic beverages shall not exceed twenty-five percent (25%) of the total retail space on the premises. The Select Board shall determine whether an applicant is a food store as set out herein and in compliance with any and all requirements.

9.5.2 A convenience store is defined as an establishment that sells at retail food and other non-durable items to individuals more on a daily basis, such as but not limited to small quantities of food, candy, newspapers, and tobacco products. Convenience stores are frequently open with only one staff member on duty at a time, are usually open later than 10:00 p.m. and may or may not sell gasoline. The Select Board reserves the right to consider each of these factors when determining if an applicant will be considered a convenience store.

9.5.3 Any applicant for a Section 15 License (whether for an original application, change of ownership or change of location) must provide with the application materials, a floor plan evidencing the gross floor area of the premises and those portions of the premises proposed to be dedicated to the sale, storage or display of alcoholic beverages. The licensee may not materially change the portions of its premises dedicated to sale, storage or display of alcoholic beverages without the approval of the Select Board. The licensee may not be open for business except during its licensed hours for sale of alcoholic beverages unless it has applied for and received approval by the Select Board of plan to properly secure all alcoholic beverages on the premises from public access during that time.

9.5.4 Regular sales and operation of the food store must continue during all times when the sales of wine and malt beverages are permitted.

9.5.5 Package store licenses issued to food stores shall be limited to wine and malt beverages only.

## X. RULES AND REGULATIONS APPLICABLE TO FARMER SERIES POURING PERMITTEES

10.1 Applicants

Applicants for a Farmer Series Pouring Permit shall hold a Farmer-Brewery License (M.G.L. c.138, §19C) from the ABCC at all times. If an Applicant for a Permit does not have a valid ABCC Farmer-Brewery License at the time of Application, issuance of the Permit shall be conditioned on submittal of such ABCC license.

10.2 Purpose

The issuance of Farmer Series Pouring Permits shall be utilized so as to foster the economic development of the Town by encouraging and promoting patronage in those areas where Farmer Series Pouring Permittees are located. The Select Board shall consider when deciding upon a license application the foregoing factors and any other matter deemed appropriate by the Board including by way of description but not limitation: proximity to residential neighborhoods, traffic, parking, community engagement, and other aesthetic considerations including the physical layout of the interior of the establishment.

10.3 Water Station

At all times, there shall be a free, self-service water station for patrons and customers to use without staff assistance. This provision may be waived by the Select Board upon a showing of good cause and only if a sign is posted by the bar stating that tap water is available upon request and free of charge.

10.4 Occupancy

Where required by the Select Board, the licensee shall delegate a staff member to keep and maintain an accurate count of all individuals occupying the premises to ensure compliance with building code occupancy limits.

10.5 Food Service

The Permittee shall ensure that food service is available to its patrons at all times that ~~-~~alcohol is served for on-premises consumption. The Permittee may satisfy this provision by (i) holding a Common Victualler's license and operating a full-service kitchen; (ii) arranging for food to be brought onto the premises by mobile food truck vendors;~~,~~ (iii) contracting with nearby restaurants;~~,~~ (iv) allowing patrons to have food delivered for consumption on the premises, or (v) such other arrangement as the Select Board deems appropriate. The Permittee shall submit a plan for food service with its application.

## XI. VIOLATIONS – DETERMINATION OF PENALTIES

1~~0~~.1 Any violation of the Town's Liquor Regulations, Regulations of the Alcoholic Beverages Control Commission, and/or General Laws Chapter 138 may be grounds for action by the Select Board (Board), as Local Licensing Authority, including the modification, suspension, revocation, nonrenewal or cancellation of a license.

1~~0~~.2 In determining the appropriate action in any given case, the Board will consider the violation alleged, the facts of the case, other relevant factors including the licensee's prior record, and aggravating or mitigating circumstances.

1~~0~~.3 In ordering suspensions, the Select Board may, within its discretion, order a suspension with one or more days to be served and the remainder to be held in abeyance for such time as the Select Board may determine.

1~~0~~.4 A licensee shall have a right to notice and public hearing before modification, suspension, revocation, nonrenewal or cancellation of a license by the Board, except that the Board may under emergency circumstances as allowed by Law suspend the license pending hearing.

1~~0~~.5 A licensee may waive its right to hearing, and the Board in such cases may make findings and act without hearing on recommendation of the Town Manager. The Board may, however, require that a hearing be held notwithstanding such a waiver, in which case the licensee shall have notice of hearing and an opportunity to be heard before action is taken on modification, suspension, revocation, nonrenewal or cancellation of a license, except that Select Board may under emergency circumstances as allowed by Law suspend the license pending hearing.

1~~0~~.6 On the days when Suspension of License is being served, the Licensee will publicly post at its public entrance(s) a notice of the Suspension in a form as the Board or Town Manager may direct. The Board may also post notice of violation hearings, findings, decisions, and orders to the Town's website and Town's social media.

1~~0~~.7 The town conducts, and expects to continue to conduct, routine compliance checks of licensees, including, but not limited to, service to underage persons checks using agents of the Needham Police Department.

1~~0~~.7.1 The following schedule of recommended discipline is a guideline intended to illustrate the range of disciplinary action that the Select Board may impose for service to underage violations identified in compliance checks. The Select Board is not limited by these guidelines and may impose greater or lesser discipline based on consideration of the violation alleged, the facts of the case, other relevant factors including the licensee's prior record, and aggravating or mitigating circumstances

1~~0~~.7.2 In calculating the number of prior offenses under this guideline, the Select Board will consider determined violations occurring within the five (5) years preceding the date of current violation.

1~~0~~.7.3 Compliance Check Violation Guideline Penalties:

1~~0~~.7.3.1 <u>FIRST OFFENSE</u>:
Written warning, or Suspension of one day.

1~~0~~.7.3.2 <u>SECOND OFFENSE</u>:

Suspension, one to three days.

110.7.3.3 THIRD OFFENSE:
Public hearing required.
Suspension, three to five days.

110.7.3.4 FOURTH OFFENSE:
Public Hearing required.
Suspension, Five (5) to Ten (10) Days
Licensee shall be required as a condition of the license to provide the Board with a satisfactory written plan, under signature of the manager of record and any person or entity holding more than a 10% ownership interest in the license, to assure that a further offence will not occur.

110.7.3.5 FIFTH OFFENSE:
Public hearing required.
Minimum ten (10) day suspension. Based on relevant circumstances as determined by the Board, the Board may order a longer suspension of any length, imposition of conditions on or other modifications of the license, disqualification of the manager of record, compulsory initiation by the licensee of transfer of ownership to a responsible party to be approved by the Board, non-renewal, or revocation of the license.

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|---|---|
| APPROVED: | 6/14/77 |
| Amended and revised: | 11/18/97 |
| Amended and revised: | 2/9/99 |
| Revised fee schedule: | 12/7/99 |
| Revised fee schedule: | 12/5/00 |
| Revised and approved: | 8/20/02 |
| Fee changes | 12/21/04 |
| Addition of Liquor Liability Insurance: | 1/25/05 |
| Addition of One-Day License: | 1/25/05 |
| Amended and revised: | 11/14/06 |
| Amended and revised: | 6/22/10 |
| Amended and revised: | 12/18/12 |
| Amended and revised: | 5/13/14 |
| Amended and revised: | 9/10/2014 |
| Amended and revised: | 11/9/2016 |
| Amended and revised: | 7/25/2017 |
| Amended and revised: | 8/18/2020 |
| Amended and revised: | 7/26/2022 |

**SELECT BOARD**

**ACTING AS**

**NEEDHAM LICENSING BOARD**

# TOWN OF NEEDHAM

## REGULATIONS FOR THE SALE OF ALCOHOLIC BEVERAGES


I. Types of Licenses to be Granted in Needham

II. Compliance

III. Special License Provisions

IV. General Rules and Regulations Applicable to Holders of Licenses to Sell Alcoholic Beverages within the Town

V. Rules and Regulations for the Sale of Alcoholic Beverages by Innholders

VI. Rules and Regulations Applicable to the Sale of Alcoholic Beverages in Restaurants and Function Rooms

VII. Rules and Regulations applicable to Clubs and Veterans Organizations seeking and issued Alcoholic Beverage Licenses within the Town authorized by Special Act of the General Court (Chapter 3 of the Acts of 1977)

VIII. Rules and Regulations applicable to One-Day Special Event Licenses

IX. Rules and Regulations applicable to Package Stores

X. Rules and Regulations Applicable to Farmer Series Pouring Permittees

XI. Violations – Determination of Penalties

**Licensing Authority: Select Board** ***Revision Date: 07/26/2022***

The Needham Select Board, acting as local licensing authority pursuant to the provisions of Massachusetts General Laws Chapters 138 and 140 and other relevant legal authority, promulgates these regulations applicable to the sale and distribution of alcoholic beverages in the Town of Needham. These regulations are in addition and supplemental to all other legal requirements, including but not limited to applicable State and Federal law and regulations.

## I. TYPES OF LICENSES TO BE GRANTED IN NEEDHAM

The Town of Needham issues the types of alcoholic beverages licenses listed below. All licenses shall comply with Chapter 138 of the Massachusetts General Laws, and Chapter 204 of the Code of Massachusetts Regulations, as they relate to the specific type of license.

1.1 Innholders All Alcoholic Beverages: issued to qualified applicants to sell all alcoholic beverages in a hotel dining area with a seating capacity of not less than ninety-nine (99) persons and a living capacity of not less than fifty (50) rooms, under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. The Service of alcoholic beverages to the room of any registered guest is prohibited unless otherwise authorized by the Select Board. (M.G.L. c.138, s.11, D; 11/7/72 election)

1.2 Restaurant All Alcoholic Beverages: issued to qualified applicants to sell all alcoholic beverages in a restaurant and/or function room under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (M.G.L. c.138, s.11, E; 11/4/80 election; M.G.L. c.138, s.12; Chapter 32 of the Acts of 2014; 4/8/2014 election)

1.3 Restaurant Wine and Malt Beverages: issued to qualified applicants to sell only wine and malt beverages in a restaurant under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (M.G.L. c.138, s.12; Chapter 169 of the Acts of 2001; 11/8/01 election)

1.4 Club and Veterans' Organization All Alcoholic Beverages: issued to qualified applicant Clubs existing under Chapter 180 of Massachusetts General Laws and Veterans' Organizations duly chartered or authorized by the Laws of the United States or the Commonwealth of Massachusetts to sell all alcoholic beverages under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (M.G.L. c.138, s.12; 11/8/88 election)

1.5 One Day Special Event: issued to qualified applicants of non-profit status to sell all alcoholic beverages; or to sell wine and malt beverages only; or to qualified applicants of for-profit status to sell wine and malt beverages only under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules

& Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (M.G.L. c.138, s.14)

1.6 Package Store All Alcoholic Beverages: issued to qualified applicants to sell all alcoholic beverages in packages not to be consumed on the premises under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (Chapter 207 of the Acts of 2012; Approved 11/6/2012 election)

1.7 Package Store Wine and Malt Beverages: issued to qualified applicants to sell wine and malt beverages in packages not to be consumed on the premises under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages and any and all conditions stipulated for the specific license. (Chapter 207 of the Acts of 2012; Approved 11/6/2012 election)

1.8 Farmer Series Pouring Permit: issued to qualified applicants to sell malt beverages, for consumption on the grounds of a licensed farmer-brewery pursuant to M.G.L. c.138, §19C, as well as on the grounds of the farm operated as appurtenant and contiguous to, and in conjunction with, such farm, and in accordance with the applicable regulations of the Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages and any and all conditions stipulated for in the specific license. For purposes of this policy, the word "license", "licensee", and "licensed premises" shall include a "Farmer Series Pouring Permit", "Farmer Series Pouring Permittee", and "premises subject to a Farmer Series Pouring Permit", respectively, unless otherwise noted.

## II. COMPLIANCE

2.1 The issuance of a license by the Select Board for the sale of alcoholic beverages under M.G.L. c. 138 applies only to said sales and does not release the licensee from compliance, nor does it assume compliance with the rules, regulations, requirements and procedures of other government boards, agencies or bodies having jurisdiction.

2.2 Failure to comply with these regulations, the laws of the Commonwealth of Massachusetts, the Regulations of the Alcoholic Beverages Control Commission (ABCC) or the Town's bylaws may result in the revocation, suspension or cancellation of the license.

## III. SPECIAL LICENSE PROVISIONS (applicable to Restaurants only)

3.1 Bar Service The sale or service of alcoholic beverages for consumption at any unapproved Bar Service Area is prohibited. For the purposes of these regulations, Bar Service Area is defined as service across a counter at which alcoholic drinks are prepared to patrons who may or may not be waiting to dine. Bar Service Areas are permitted only in locations expressly approved and authorized by the Select Board. Such authorization may be granted under the following conditions:

a) The Board makes a finding that it is in the best interest of the Town to allow the service of alcoholic beverages in the Bar Service areas;
b) No more than a total of fifteen (15) seats or twenty percent (20%) of the total seats in the premises, whichever is less, shall be allowed in the Bar Service area(s), except that the Board may after hearing, with notice pursuant to M.G.L. Chapter 138 section15A, authorize a greater number where such seats are intended for food service customers as part of the licensee's business plan;
c) The seats in the Bar Service areas are included when calculating the number of seats in the premises;
d) All food and beverages on the menu served in the public dining room shall be available for service to the patrons in the Bar Service areas; and
e) Each licensee with bar seating shall annually as part of its license renewal application provide the Select Board with a statement certified by a Certified Public Accountant as to the percentage the annual sales for the previous period of October 1-September 30 of alcoholic beverages compared to the total annual sales of food and alcoholic beverages. If the percentage exceeds thirty-five percent (35%), the Select Board may investigate to determine whether the service of alcoholic beverages has become more than incidental to the service of food on the premises. If the Board determines that the sale of alcoholic beverages has become more than incidental to the sale of food on the premises, it may after hearing modify the license to require the licensee to reduce its amount of Bar Service Area seating.

## IV. GENERAL RULES AND REGULATIONS APPLICABLE TO HOLDERS OF LICENSES TO SELL ALCOHOLIC BEVERAGES WITHIN THE TOWN

This section shall apply to any and all alcoholic beverages licenses issued by the Board to eligible restaurants, clubs, veterans' organizations, innholders licensees, package stores, farmer series pouring permittees, and, with noted exceptions, one-day special event licensees. The Licensing Board reserves the right to add to, amend, modify or revoke these rules and regulations at such time or times as the Licensing Board deems appropriate.

Subject to further limitations fixed or from time to time modified by the Select Board with respect to a particular license, the General Laws of Massachusetts and the regulations of the Alcoholic Beverages Control Commission, the following rules and regulations shall be in full force and effect:

4.1 Fire Safety Inspections (applicable to Restaurants, Innholders & Clubs only)
Chapter 304 of the Acts of 2004, An Act Relative to Fire Safety In the Commonwealth, requires that every license holder under M.G.L. Chapter 138 Section 12 must submit as a precondition of renewal of the license "a valid certificate of inspection issued by a local inspector and signed by the head of the fire department for the city, town or district in which the premises is located." No license shall be issued for the sale of alcoholic beverages in the Town until such time as a copy of the valid certificate of inspection has been filed with application.

4.2 Hours of Operation
4.2.1 The hours during which the sale of all alcoholic beverages to be consumed

on the premises may be made by any licensee shall be from 11:00 a.m. to 11 p.m. on secular days and from 10:00 a.m. to 11 p.m. on Sundays, unless otherwise determined by the Select Board.

4.2.2 The hours during which the sale of all alcoholic beverages to be consumed off the premises may be made by any licensee shall be from 9:00 a.m. to 10:00 p.m., Monday through Saturday, including legal holidays, and 12:00 noon to 6:00 p.m. on Sundays, unless otherwise determined by the Select Board. Holiday sales hours are further limited to the holiday schedule set by the ABCC.

4.2.3 The Board may adjust hours for individual and/or classifications of licensees upon receipt of their request(s) for consideration of special circumstances and/or occasions.

4.2.4 Except for alcohol sold by a Farmer Series Pouring Permittee, the hours during which the sale of all alcoholic beverages may be made in a dining room are further limited to the time when the dining room is open and food service is available to the public. No alcoholic beverages shall be sold or served in a dining room before the dining room is open and food service is available, or after the dining room has been closed and food service has been suspended to the public.

4.2.5 No patron shall be served or sold alcoholic beverages within the licensed premises before or after the hours stated in the license.

4.2.6 No alcoholic beverages shall be served for on premises consumption within the licensed premises during the fifteen (15) minutes preceding the hours stated on the license at which service of alcoholic beverages must cease.

4.2.7 All bottles, glasses, containers, etc., shall be cleared from all tables and bars within thirty (30) minutes of the established closing hour and all patrons will be off the licensed premises within forty-five (45) minutes of the established closing hour.

4.2.8 With the exception of the licensee and the manager, all employees shall vacate the licensed premises no later than sixty (60) minutes after the official closing hour designated on the alcohol license. Bona fide employees of the licensed establishment may remain upon or enter upon the licensed premises outside of the regular hours of operation while actually engaged in cleaning, opening, closing or preparing for the current or next day's business, but they may not dispense or consume any alcoholic beverage during such non-public hours. In any instance wherein a licensee will have employees working on the licensed premises in excess of sixty (60) minutes before or after the serving times, the licensee shall cause notification of the fact to be given by telephone to the Needham Police Department along with the estimate as to how long the work party will be on the premises. This provision shall not limit employees from being on the premises to produce

malt beverages in accordance with a license issued pursuant to G.L. c.138, §19C or §19D.

4.3 Payment of Charges and Taxes

Applicants and licensees must pay, in full, all taxes and charges owed to the Town on a current basis prior to the issuance of a new license, the transfer of an existing license and/or the annual renewal of a license.

4.4 Filing and Application Requirements (excludes One Day Special Event Licenses)

4.4.1 Abutter Notification

When conducting a public hearing to consider the issuance of a license to sell or serve wine, malt and/or alcoholic beverages, the Board shall require the applicant to notify all owners of property within a 300-foot radius of the premises to be licensed

4.4.2 Insurance

No license shall be issued for the sale of alcoholic beverages (one day special licenses excluded) in the Town until such time as the applicant shall present to the Select Board a certificate of insurance showing that the applicant carries the following policies of insurance from an insurance company licensed by the Department of Insurance of the Commonwealth of Massachusetts as follows: workers' compensation insurance as required by M.G.L. Chapter 152; and liquor liability insurance in the minimum amount of $100,000 per person/$1,000,000 aggregate for personal injury and $100,000 per occurrence for property damage.

4.4.3 Fees

All license fees of the Board are incorporated in these rules and regulations as Attachment I, Schedule of Town of Needham Liquor License Fees. These fees shall be non-refundable.

4.4.3.1 Filing Fees All required filing fees shall be paid in full at such time as the application is filed. The Board's filing fee shall be paid by check, made payable to the "Town of Needham." Filing fees required by the Commission must be by certified check or bank treasurers check made payable to the "Commonwealth of Massachusetts" and/or the "Alcoholic Beverages Control Commission." Filing fees shall not be pro-rated for any reason.

4.4.3.2 License Fees All license fees for the initial issuance of a new license, or for the transfer of an existing license, for a change in the structural composition of a licensed premises, and/or for the annual renewal of a license shall be paid in full prior to the issuance of the license. The payment of the license fee shall be by cash, certified check or bank treasurer's check payable to "Town of Needham." The initial license fee will be pro-rated based on the number of months remaining in the calendar year at the time of occupancy.

4.4.4 Floorplans – On Premises Licenses (M.G.L. Ch 138 s.12 and Farmer Series Pouring Permittee)

4.4.4.1 With the exception of applicants for package store licenses and a one-day special events license and without limiting the application of Chapter 6 of the State Building Code, applicants or licensees shall submit to the Board along with the application for license, an architectural floor plan, drawn to scale, that includes the following information, which will be clearly marked:

a) the net floor area (net floor area shall be the area of the rooms measured between the interior walls exclusive of stairways, service bars, hallways, etc.) and dimensions of the existing room or rooms and exterior premises requested to be licensed including dining rooms, function rooms, exterior premises and rooms in which alcoholic beverages are to be stored;
b) the location of any proposed Bar Service Areas, cocktail lounges (for innkeepers license only), or other area where patrons may stand while consuming alcohol;
c) areas in which seats or benches are to be securely fastened to the floor and areas in which the seats and tables are moveable;
d) entrances and exits;
e) kitchens and/or food preparation areas;
f) take out areas;
g) storage areas;
h) restrooms;
i) all rooms not being requested to be licensed shall be labeled as to their function, such as, kitchen, coatroom, lobby, etc.;
j) total occupant load;
k) areas where food trucks or other mobile food vendors may be parked for the purposes of serving patrons; and
l) other spaces, or in relevant cases, exterior premises for which approval of the Board for the sale of alcoholic beverages is requested. Approval of the use of exterior space will only be allowed if there is a physical barrier and signage restricting the transportation or possession of any alcohol, wine, or malt beverage beyond the limitation of the barrier.

4.4.4.2 The number and location of all seats, chairs, and stools upon or within the licensed premises must be approved in writing by the Board. In no event shall the total number of seats, chairs, and stools upon the licensed premises exceed the maximum seating capacity nor the maximum occupancy capacity of the licensed premises.

4.4.4.3 No physical alteration, the effect of which would be to constitute a change in the description of the licensed premises as shown on the license, shall be made without prior written approval of the Board.

4.4.4.4 Outdoor seating shall be excluded from the seating capacity used to determine the type of license granted to applicant.

4.5.5 Floor Plans – Off Premise Licenses (M.G.L. Ch 138 s. 15)

4.5.5.1 Applicants for a package store license shall submit to the Board along with the application for license, an architectural floor plan, drawn to scale, that includes the following information, which will be clearly marked:

a) the net floor area (net floor area shall be the area of the rooms measured between the interior walls exclusive of stairways, service bars, hallways, etc.) and dimensions of the existing room or rooms and exterior premises requested to be licensed;
b) gross floor area of the premises and those portions of the premises proposed to be dedicated to the sale, storage or display of alcoholic beverages;
c) entrances and exits;
d) storage areas;
e) restrooms;
f) cash register areas.

4.5.5.2 Applicants shall submit a plan for signage including window display signs.

4.6 General and Miscellaneous Provisions

4.6.1 No alcoholic beverages shall be taken from the building so approved in the licenses, with exception of approved exterior seating noted on floorplan, as noted in section 4.4.4.1(l). This does not apply to package stores and sales conducted pursuant to G.L. c.138, §19C or §19D.

4.6.2 No licensee shall sell alcoholic beverages in any part of the premises not specified on its license, including a license issued by the Alcoholic Beverages Control Commission only. No change of such area or location shall be made without prior written approval of the Select Board. The licensed premises shall meet and fully comply with all health standards and regulations applicable to the sale of alcoholic beverages.

4.6.3 The licensed premises must be well lighted at all times.

4.6.4 There shall be no indecent or immoral entertainment on the licensed premises.

4.6.5 Gambling, lotteries, or other illegal machines or games are prohibited except as otherwise permitted by law.

4.6.6 The licensed premises shall be subject, at all times, to inspection by members of the Select Board, the Town Manager, Inspector of Buildings, Board of Health or its representatives, Police Department, Fire Department, or any other department or official of the town so directed by the Select Board.

4.6.7 Food service shall be available in all areas where alcoholic beverages are to be served for consumption on premises.

4.6.8 Meals must be served on solid dinnerware with silverware accompanying the same. No paper plates or plastic cutlery is permitted. Alcoholic beverages may be consumed only from glassware. Package stores, Farmer Series Pouring Permittees, and one day licenses are excluded from this provision.

4.6.9 No licensed restaurant, Farmer Series Pouring Permittee, or package store may permit the use of any amusement service such as electronic games on the premises.

4.6.10 Service of alcoholic beverages shall be by a bartender/server/wait person (applicable to on premise licensees only, including Farmer Series Pouring Permittees).

4.6.11 At all times that the licensed premises are open for the sale or service of alcoholic beverages, the licensee shall have on the premises a manager or assistant manager who has successfully completed an in-person alcoholic beverage server training program satisfactory to the Select Board. The onsite manager/assistant manager shall be responsible for compliance with all applicable laws of the Commonwealth of Massachusetts concerning the sale of alcoholic beverages and the Town's rules and regulations for the provision and consumption of alcoholic beverages. The designated manager/assistant manager shall have full authority to make decisions concerning the operation of the establishment.

a) A current employee roster shall be available upon request to the Town for all licensed establishments. It is the obligation of the licensee to inform all employees about the rules and regulations of the Needham Select Board, the Alcoholic Beverages Control Commission, and any and all applicable Massachusetts laws.

b) Any employee engaged in the sale and handling of alcoholic beverages must complete Select Board approved courses in alcohol safety training and have on file with the licensee, and available for inspection by the Town, a copy of current training certification and proof of age. Licensee will provide an approved training program certificate of completion for the manager to the Town with the application.

c) All managers, assistant managers, and bartenders shall be required to attend an in-person alcoholic beverage server training program

satisfactory to the Select Board once every two years. Newly hired employees shall complete a Town-approved training program upon employment, or provide proof of training certification at a Town-approved course within the last three years. In addition, all employees who are engaged with the direct handling, selling, storing or the preparation for the display of any alcoholic beverages are required to watch annually a Town-approved training video as part of the license renewal process.

d) No licensee shall allow any employee to sell, or participate in the stocking, handling, or preparation for sale of beverage alcohol until such employee has viewed a town-approved training video and signed a statement, a copy of which is to be maintained by the licensee, confirming that the employee has viewed that training video and that the employee acknowledges his/her obligation to abide by the rules and regulations of the Needham Select Board, the Alcoholic Beverages Control Commission, and Massachusetts laws regarding the sale of alcohol.

4.6.12 Licensees shall make all reasonable and diligent efforts to ensure that loitering, disorder, disturbances or illegality of any kind does not occur at the licensed premises. The licensee shall ensure that business in the licensed premises is conducted in a responsible manner so that no activity shall detract from the quality of life in the Town generally, or in the neighborhood in which the licensed premises are located. The licensee may be held responsible for such activity, whether present or not. Licensees shall at all times maintain the immediate and surrounding area outside the licensed premises in a state of cleanliness and upkeep.

4.6.13 The alcoholic beverage license must be prominently displayed and available for public viewing inside the premises.

## V. RULES AND REGULATIONS FOR THE SALE OF ALCOHOLIC BEVERAGES BY INNHOLDERS

Subject to further limitations fixed or from time to time modified by the Select Board with respect to a particular license, the General Laws of Massachusetts and the regulations of the Alcoholic Beverages Control Commission, the following rules and regulations shall be in full force and effect:

5.1 No application for an alcoholic beverage license shall be accepted except from qualified owners of a hotel having a dining room capacity of not less than ninety-nine [99] persons and living capacity of not less than fifty [50] rooms.

5.2 Each applicant shall submit to the Select Board with each application for a license a floor plan of the building or that portion of the building on which is clearly marked and designated the location of the proposed seating arrangement, service bars, dining rooms, function rooms or other rooms in which approval of the Select Board for the sale of alcoholic beverages is requested.

5.3 Cocktail lounges are permitted with the approval of the Select Board but limited to approved areas by the Select Board with appropriate identification of the specific location documented by the Inspector of Buildings.

5.4 The Service of alcoholic beverages to the room of any registered guest is prohibited unless otherwise authorized by the Select Board.

## VI. RULES AND REGULATIONS APPLICABLE TO THE SALE OF ALCOHOLIC BEVERAGES IN RESTAURANTS AND FUNCTION ROOMS

Subject to further limitations fixed or from time to time modified or amended by the Select Board acting as the duly constituted Licensing Board of the Town of Needham with respect to this class of license, the General Laws of Massachusetts and the Regulations of the Alcoholic Beverages Commission, the following rules and regulations shall be in full force and effect:

6.1 It is the policy and purpose of the Select Board acting as the Licensing Board of the Town of Needham to limit the issuance of alcoholic licenses as an accommodating and incidental part of a Common Victualler's primary and principal business endeavor of preparing and serving food to the public in a restaurant and function room.

6.2 The issuance of alcoholic licenses will be utilized so as to both enhance the dining experience of individuals patronizing Needham restaurants and to foster the economic development of business areas in the Town by encouraging and promoting foot traffic in those areas where restaurants are located. The Board will consider when deciding upon a license application the foregoing factors and any other matter deemed appropriate by the Board including by way of description but not limitation: proximity to residential neighborhoods, traffic, parking, appropriateness of menu and other aesthetic considerations including the physical layout of the interior of the establishment. Licenses will not be granted to establishments whose principal business activity is fast food, take-out, or which has any “drive-through” component.

6.3 No function room may be separately licensed.

6.4 No alcohol license will be issued to any applicant unless such applicant is the licensee named in a common victualler's license and has operated a restaurant and function rooms for the twelve-month period immediately preceding the filing of an application. When deemed appropriate by the Select Board this provision may be waived.

6.5 Service of food must be available in all areas in which alcoholic beverages are to be served. Where a function room is available, the service of alcoholic beverages is permitted as authorized herein and may be closed to the general public.

## VII. RULES AND REGULATIONS APPLICABLE TO CLUBS AND VETERANS ORGANIZATIONS SEEKING AND ISSUED ALCOHOLIC BEVERAGE

## LICENSES WITHIN THE TOWN AUTHORIZED BY SPECIAL ACT OF THE GENERAL COURT (CHAPTER 3 OF THE ACTS OF 1977)

Licenses issued by the Needham Select Board shall be subject to the minimum requirements of G.L. Chapter 138, Regulations of the Alcoholic Beverage Commission and the following regulations of the local Licensing Board and any amendments thereto hereinafter adopted:

7.1 Every club applicant to be eligible to be licensed to sell any or all alcoholic beverages within the Town of Needham must be a corporation duly organized and existing under Chapter 180 of the General Laws of the Commonwealth of Massachusetts and has maintained club facilities for not less than three (3) years prior to the filing of an application. The within provisions may be waived by the Licensing Board.

7.2 Every Veterans organization to be eligible to be licensed to sell any and all alcoholic beverages within the Town of Needham must be duly chartered or authorized by the Laws of the United States or the Commonwealth of Massachusetts.

7.3 Each applicant shall furnish the Licensing Board with a copy of its Charter or other legal evidence of its eligibility as herein specified when requested by the Licensing Board.

7.4 Each eligible club and veteran's organization must have the exclusive legal right to the possession and enjoyment of indoor facilities of not less than 2,000 square feet of floor space on one or more floors and which may consist of one or more rooms.

7.5 Each licensee hereunder acting by and through its Board of Directors or other governing body shall appoint a manager or bartender who is of good moral character and a responsible person. The manager or bartender will be in charge during open hours acting for and on behalf of the Board of Directors or other governing Board. Acting for and on behalf of the Board of Directors the manager or bartender shall be responsible for the conduct of the members and guests, accountable for keeping order and the prevention of undue noise and disturbances on the licensed premises and the neighborhood.

## VIII. RULES AND REGULATIONS APPLICABLE TO ONE-DAY SPECIAL EVENT LICENSES

The Board will review requests for One-Day Special Event Licenses in accordance with section 14 of Chapter 138 of the General Laws after receipt of the following documentation. A public hearing is not required for the issuance of a One-Day Special Event License.

8.1 Request for the sale of alcohol under a Special License is limited to between the hours of 11:00 a.m. and 12:00 a.m. on secular days and 12:00 p.m. and 12:00 a.m. on Sundays.

8.2 One-Day licenses are exempt from the legal notice and publication requirements.

8.3 No special event license will be granted to a licensed premise of any person whose application for a license is pending before the licensing authorities.

8.4 No person shall be granted a special license for more than 30 days in a calendar year.

8.5 Forms and documentation required for One-Day Special License:

a) ABCC Notice of Approval of Special License (completed by the Town)
b) Town of Needham Select Board Event Information Sheet
c) Descriptive information about the event (invitation, flyer, letter of explanation, etc.)
d) Written indication of the manner by which service, sale, delivery, and/or dispensing of alcoholic beverages are to be controlled.
e) Written evidence of the owner's permission to use the proposed licensed premises.
f) Proof of Non-profit Status (if request is for all alcoholic beverages).
g) Sketch/floorplan of the proposed licensed premises detailing where alcohol will be served, sold, delivered, and/or dispensed.
h) Designation and identification in writing of all individuals who will serve, sell, deliver, and/or dispense alcoholic beverages and evidence of whether or not said individuals have completed in the past three years an appropriate Massachusetts alcoholic beverages server training program.
i) Acknowledgement that the person holding the special license has purchased the alcoholic beverages from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder. 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)

8.6 The One-Day Special Event Manager shall provide for the orderly and safe conduct of the event, shall be responsible for the proper sale, service, delivery, dispensing and consumption of alcoholic beverages, shall be physically present during the duration of the entire event and shall sign the Event Information Sheet. The One-Day Special Event Manager shall display such special One-Day License where sale of alcoholic beverages is taking place.

## IX. RULES AND REGULATIONS APPLICABLE TO PACKAGE STORES (M.G.L. CH 138, SEC. 15)

9.1 General Provisions

9.1.1 Employees at the licensed premises on which a Section 15 license is exercised must be 21 years of age except that such licensees may employ a person under the age of 21 who does not directly handle, sell, store, or prepare for display any alcoholic beverages. Notwithstanding the foregoing, food store employees 18 years of age or older may handle, store, or prepare any alcoholic beverages for display.

9.1.2 No seating, chairs, stools, or tables for use by customers or patrons shall be placed or permitted by a retail package store licensee upon or within

the licensed premises, or upon any area under the direction and control of the licensee.

9.1.3 Where the liquor licenses are granted to serve the public, licensees shall be open to the public and, except in exigent circumstances, operate on all days and hours in accordance with the terms of the issued liquor license. The closing of the licensed premises to the public, for a period of five (5) consecutive days or more, or for any period totaling ten (10) days during the calendar year without the prior approval of the Select Board may be deemed to be an abandonment of the Liquor License and sufficient grounds for revocation of the Liquor License.

9.1.4 No consumption of alcoholic beverages shall be permitted on the premises outside of the licensed hours of operation.

9.1.5 Licensees shall make all reasonable and diligent efforts to ensure that loitering, disorder, disturbances or illegality of any kind does not occur at the licensed premises. The licensee shall ensure that business in the licensed premises is conducted in a responsible manner so that no activity shall detract from the quality of life in the Town generally, or in the neighborhood in which the licensed premises are located. The licensee may be held responsible for such activity, whether present or not.

9.1.6 Licensees shall at all times maintain the immediate and surrounding area outside the licensed premises in a state of cleanliness and upkeep.

9.1.7 The licensing of liquor establishments, and what constitutes the public convenience in Needham, will be subject to the informed discretion of the Select Board. In determining suitability for licenses, the Select Board will consider the proximity of the proposed premises to neighborhoods, especially residential neighborhoods, and other sensitive areas as determined by the Board.

9.1.8 Section 15 licenses may be granted to food stores as defined in these regulations, but will not be granted to convenience stores.

9.1.9 Alcohol-related signage displayed so that it is visible to the public will be limited. As a condition of the license, the licensee will comply with the Town of Needham Sign By-law, as from time to time amended.

9.1.10 Advertisement at local sporting events or school events and sponsorships of sporting teams where participant's uniforms carry the name, logo or advertisement for any business which derives more than 25% of its gross revenues from the sale of alcoholic beverages is prohibited.

9.1.11 "Nips" or bottles of spirits containing fewer than eight (8) fluid ounces shall not be located in an area directly accessible by customers, and shall be offered for sale upon the request of a customer from a location within

the premises to which customers do not have direct access, such as behind a counter.

9.2 Hours Of Operation

9.2.1 For all deliveries conducted off the licensed premises, the licensee shall keep written records including the date of sale, quantities and sizes of items purchased, method of payment transaction, and name and address of purchaser. In addition to the preceding requirements, the amount of the beverages that were delivered, the date and time of delivery, the signature of the person receiving the delivery and the type of identification card used to confirm age. Such written records shall be maintained by the licensee within or upon the license premises for a period of not less than one year and must be readily available for inspection by the Town.

a) Deliveries must be made during the operating hours of the store.
b) Deliveries shall be made by persons no less than 21 years of age.
c) A copy of Off-Premises Transportation Permit, license to deliver issued by the ABCC, shall accompany application at time of submittal.

9.2.2 All transactions for the sale of alcoholic beverages must be completed on or before the closing hour set out in this section.

9.2.3 Hours for product deliveries to establishment and/or pick-up of bottle returns should be arranged so that activity does not interfere with the quiet enjoyment of the neighborhood.

9.3 Consumption On Premises Prohibited Except Sample Tastings

9.3.1 Consumption of alcoholic beverages within or upon the retail package store licensed premises, or upon any area under the direction and control of the licensee, by any person is strictly prohibited except for sample tasting.

9.4 Limitations On Transferability Of Off-Premises Section 15 Licenses

9.4.1 An application for a transfer of ownership at the same location or transfer of location may be granted by the Board after a public hearing in compliance with these regulations and state law.

9.5 Food Store Alcohol License Requirements

9.5.1 A food store is defined as a grocery store or supermarket, which sells at retail, food for consumption on or off the gross premises, whether alone, or in combination with grocery items or other non-durable items typically found in a grocery store and sold to individuals for personal, family or household use. Such food store shall carry fresh and

processed meats, poultry, dairy products, eggs, fresh fruits and produce, baked goods and baking ingredients, canned goods and dessert items. Notwithstanding the foregoing, a food store for the purposes of these regulations shall not be a convenience store, any business that sells gasoline, or a business which derives more than 25% of its gross revenues from the sale of alcoholic beverages. The retail space used to display alcoholic beverages shall not exceed twenty-five percent (25%) of the total retail space on the premises. The Select Board shall determine whether an applicant is a food store as set out herein and in compliance with any and all requirements.

9.5.2 A convenience store is defined as an establishment that sells at retail food and other non-durable items to individuals more on a daily basis, such as but not limited to small quantities of food, candy, newspapers, and tobacco products. Convenience stores are frequently open with only one staff member on duty at a time, are usually open later than 10:00 p.m. and may or may not sell gasoline. The Select Board reserves the right to consider each of these factors when determining if an applicant will be considered a convenience store.

9.5.3 Any applicant for a Section 15 License (whether for an original application, change of ownership or change of location) must provide with the application materials, a floor plan evidencing the gross floor area of the premises and those portions of the premises proposed to be dedicated to the sale, storage or display of alcoholic beverages. The licensee may not materially change the portions of its premises dedicated to sale, storage or display of alcoholic beverages without the approval of the Select Board. The licensee may not be open for business except during its licensed hours for sale of alcoholic beverages unless it has applied for and received approval by the Select Board of plan to properly secure all alcoholic beverages on the premises from public access during that time.

9.5.4 Regular sales and operation of the food store must continue during all times when the sales of wine and malt beverages are permitted.

9.5.5 Package store licenses issued to food stores shall be limited to wine and malt beverages only.

## X. RULES AND REGULATIONS APPLICABLE TO FARMER SERIES POURING PERMITTEES

10.1 Applicants

Applicants for a Farmer Series Pouring Permit shall hold a Farmer-Brewery License (M.G.L. c.138, §19C) from the ABCC at all times. If an Applicant for a Permit does not have a valid ABCC Farmer-Brewery License at the time of Application, issuance of the Permit shall be conditioned on submittal of such ABCC license.

10.2 Purpose

The issuance of Farmer Series Pouring Permits shall be utilized so as to foster the economic development of the Town by encouraging and promoting patronage in those areas where Farmer Series Pouring Permittees are located. The Select Board shall consider when deciding upon a license application the foregoing factors and any other matter deemed appropriate by the Board including by way of description but not limitation: proximity to residential neighborhoods, traffic, parking, community engagement, and other aesthetic considerations including the physical layout of the interior of the establishment.

10.3 Water Station

At all times, there shall be a free, self-service water station for patrons and customers to use without staff assistance. This provision may be waived by the Select Board upon a showing of good cause and only if a sign is posted by the bar stating that tap water is available upon request and free of charge.

10.4 Occupancy

Where required by the Select Board, the licensee shall delegate a staff member to keep and maintain an accurate count of all individuals occupying the premises to ensure compliance with building code occupancy limits.

10.5 Food Service

The Permittee shall ensure that food service is available to its patrons at all times that alcohol is served for on-premises consumption. The Permittee may satisfy this provision by (i) holding a Common Victualler's license and operating a full-service kitchen; (ii) arranging for food to be brought onto the premises by mobile food truck vendors; (iii) contracting with nearby restaurants; (iv) allowing patrons to have food delivered for consumption on the premises; or (v) such other arrangement as the Select Board deems appropriate. The Permittee shall submit a plan for food service with its application.

## XI. VIOLATIONS – DETERMINATION OF PENALTIES

11.1 Any violation of the Town's Liquor Regulations, Regulations of the Alcoholic Beverages Control Commission, and/or General Laws Chapter 138 may be grounds for action by the Select Board (Board), as Local Licensing Authority, including the modification, suspension, revocation, nonrenewal or cancellation of a license.

11.2 In determining the appropriate action in any given case, the Board will consider the violation alleged, the facts of the case, other relevant factors including the licensee's prior record, and aggravating or mitigating circumstances.

11.3 In ordering suspensions, the Select Board may, within its discretion, order a suspension with one or more days to be served and the remainder to be held in abeyance for such time as the Select Board may determine.

11.4 A licensee shall have a right to notice and public hearing before modification, suspension, revocation, nonrenewal or cancellation of a license by the Board, except

that the Board may under emergency circumstances as allowed by Law suspend the license pending hearing.

11.5 A licensee may waive its right to hearing, and the Board in such cases may make findings and act without hearing on recommendation of the Town Manager. The Board may, however, require that a hearing be held notwithstanding such a waiver, in which case the licensee shall have notice of hearing and an opportunity to be heard before action is taken on modification, suspension, revocation, nonrenewal or cancellation of a license, except that Select Board may under emergency circumstances as allowed by Law suspend the license pending hearing.

11.6 On the days when Suspension of License is being served, the Licensee will publicly post at its public entrance(s) a notice of the Suspension in a form as the Board or Town Manager may direct. The Board may also post notice of violation hearings, findings, decisions, and orders to the Town's website and Town's social media.

11.7 The town conducts, and expects to continue to conduct, routine compliance checks of licensees, including, but not limited to, service to underage persons checks using agents of the Needham Police Department.

11.7.1 The following schedule of recommended discipline is a guideline intended to illustrate the range of disciplinary action that the Select Board may impose for service to underage violations identified in compliance checks. The Select Board is not limited by these guidelines and may impose greater or lesser discipline based on consideration of the violation alleged, the facts of the case, other relevant factors including the licensee's prior record, and aggravating or mitigating circumstances

11.7.2 In calculating the number of prior offenses under this guideline, the Select Board will consider determined violations occurring within the five (5) years preceding the date of current violation.

11.7.3 Compliance Check Violation Guideline Penalties:

11.7.3.1 <u>FIRST OFFENSE</u>:
Written warning, or Suspension of one day.

11.7.3.2 <u>SECOND OFFENSE</u>:
Suspension, one to three days.

11.7.3.3 <u>THIRD OFFENSE</u>:
Public hearing required.
Suspension, three to five days.

11.7.3.4 <u>FOURTH OFFENSE</u>:
Public Hearing required.
Suspension, Five (5) to Ten (10) Days
Licensee shall be required as a condition of the license to

provide the Board with a satisfactory written plan, under signature of the manager of record and any person or entity holding more than a 10% ownership interest in the license, to assure that a further offence will not occur.

11.7.3.5 FIFTH OFFENSE:
Public hearing required.
Minimum ten (10) day suspension. Based on relevant circumstances as determined by the Board, the Board may order a longer suspension of any length, imposition of conditions on or other modifications of the license, disqualification of the manager of record, compulsory initiation by the licensee of transfer of ownership to a responsible party to be approved by the Board, non-renewal, or revocation of the license.

| | |
|---|---|
| APPROVED: | 6/14/77 |
| Amended and revised: | 11/18/97 |
| Amended and revised: | 2/9/99 |
| Revised fee schedule: | 12/7/99 |
| Revised fee schedule: | 12/5/00 |
| Revised and approved: | 8/20/02 |
| Fee changes | 12/21/04 |
| Addition of Liquor Liability Insurance: | 1/25/05 |
| Addition of One-Day License: | 1/25/05 |
| Amended and revised: | 11/14/06 |
| Amended and revised: | 6/22/10 |
| Amended and revised: | 12/18/12 |
| Amended and revised: | 5/13/14 |
| Amended and revised: | 9/10/2014 |
| Amended and revised: | 11/9/2016 |
| Amended and revised: | 7/25/2017 |
| Amended and revised: | 8/18/2020 |
| Amended and revised: | 7/26/2022 |

**SELECT BOARD**

**ACTING AS**

**NEEDHAM LICENSING BOARD**

# Schedule of Town of Needham
## *FEES*

**CALENDAR YEAR 2022**
**Revised July 26, 2022**

**Town of Needham Fees: Checks payable to Town of Needham**

**ON PREMISE ALCOHOLIC BEVERAGE**

| | |
|---|---|
| $2,262 | Innholders |
| $2,012 | Restaurants - All Alcoholic |
| $ 750 | Restaurants –Wine /Malt |
| $ 750 | Farmer Series Pouring Permit |
| $ 255 | Clubs |
| $ 150 | New License/Transfer License (On Premise & Off Premise Licenses) |
| $ 100 | Change in License (On Premise & Off Premise Licenses) |

Includes: Change of Manager
Pledge of License/Stock
Alteration of Premises
New Officer/Director
Change of Corporate Name or D/B/A
Most other changes

**OFF PREMISE PACKAGE STORE**

| Initial | Renewal | |
|---|---|---|
| $3,500 | $2,500 | Retail Package Goods Store, All Kinds of Alcoholic Beverages |
| $3,000 | $2,000 | Retail Package Goods Store, Wine & Malt Beverages Only |

**MISC. LICENSES/PERMITS**

| | |
|---|---|
| Automatic Amusement | $ 50 each machine |
| Bowling | $ 10 each lane |
| Class I and Class II | $ 200 |
| Common Victualler Licenses | $ 100 |
| Innkeeper | $ 25 |
| Livery | $ 25 |
| Lodging License | $ 50 |
| One-Day Special Liquor License | $ 25 |
| Pool Table | $ 25 |
| Sunday Public Entertainment | $ 100 |
| Weekday Public Entertainment | $ 100 |
| Road Race | $ 25 |
| Second Hand Articles | $ 25 |
| Sunday Entertainment | $ 100 |
| Taxi | $ 10 each cab |

# Schedule of Town of Needham
## *FEES*

**CALENDAR YEAR 2022**
**Revised July 26, 2022**

**Town of Needham Fees: Checks payable to Town of Needham**

**ON PREMISE ALCOHOLIC BEVERAGE**

| | |
|---|---|
| $2,262 | Innholders |
| $2,012 | Restaurants - All Alcoholic |
| $ 750 | Restaurants –Wine /Malt |
| $ 750 | Farmer Series Pouring Permit |
| $ 255 | Clubs |
| $ 150 | New License/Transfer License (On Premise & Off Premise Licenses) |
| $ 100 | Change in License (On Premise & Off Premise Licenses) |

Includes: Change of Manager
Pledge of License/Stock
Alteration of Premises
New Officer/Director
Change of Corporate Name or D/B/A
Most other changes

**OFF PREMISE PACKAGE STORE**

| Initial | Renewal | |
|---|---|---|
| $3,500 | $2,500 | Retail Package Goods Store, All Kinds of Alcoholic Beverages |
| $3,000 | $2,000 | Retail Package Goods Store, Wine & Malt Beverages Only |

**MISC. LICENSES/PERMITS**

| | |
|---|---|
| Automatic Amusement | $ 50 each machine |
| Bowling | $ 10 each lane |
| Class I and Class II | $ 200 |
| Common Victualler Licenses | $ 100 |
| Innkeeper | $ 25 |
| Livery | $ 25 |
| Lodging License | $ 50 |
| One-Day Special Liquor License | $ 25 |
| Pool Table | $ 25 |
| Sunday Public Entertainment | $ 100 |
| Weekday Public Entertainment | $ 100 |
| Road Race | $ 25 |
| Second Hand Articles | $ 25 |
| Sunday Entertainment | $ 100 |
| Taxi | $ 10 each cab |

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

## MEETING DATE: 07/26/2022

| | |
|---|---|
| **Agenda Item** | Recycling and Transfer Station Charges and Fees |
| **Presenter(s)** | Solid Waste Disposal & Recycling Advisory Committee<br>David Davison, Assistant Town Manager/Finance<br>Carys Lustig, Director of Public Works |

**1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**

The Department of Public Works has proposed revisions to some of the fees that are charged for the disposal of specific items and two new fees due to volume and cost. There are no broad-based (Sticker Fee, Bag Fee, Scale Fee) service fee changes recommended this year. The Solid Waste Disposal & Recycling Advisory Committee met on Tuesday, March 15, 2022 and voted to recommend the proposed rate changes and the new fees.

**2. VOTE REQUIRED BY SELECT BOARD**

**Suggested Motion A:** Move that the Board approve the proposed rate changes effective September 1, 2022:
Automobile Tires $7.50
Truck Tires $15.00
Convenience Fee (illegal dumping without a pay-to-throw bag) $10.00

**Suggested Motion B:** Move that the Board approve the consolidation of the computer monitor 15" or less, computer monitor greater than 15", flat screen TV 15" or less, flat screen TV greater than 15", and television disposal fees to be titled monitors and that the rate be set at $20.00 per item effective September 1, 2022.

**Suggested Motion C:** Move that the Board approve the implementation of the following new fees effective September 1, 2022:
Florescent tube disposal $1.00 each (not more than 10 tubes per week)
Small printers $2.50 each item

**3. BACK UP INFORMATION ATTACHED**

**a.** 1. March 15, 2022 Draft Minutes
**b.** 2. Schedule of Recycling and Transfer Station Charges and Fees

SOLID WASTE & RECYCLING ADVISORY COMMITTEE

TOWN OF NEEDHAM

MEETING MINUTES

| Date: March 15, 2022 | Time: 7:14 PM | Location: Town Hall |
|---|---|---|

| SW&RAC Member Attendance | | |
|---|---|---|
| Present: | Jeff D. Heller (Chair), Bill Connors (Vice-Chair), Wells Blanchard, David Ecsedy, Jeff P. Heller | |
| Absent: | | |
| Other Attendees: | David Davison | Assistant Town Manager/Director of Finance |
| | Bob Lewis | Assistant Director of Public Works |
| | Evelyn Poness | Town Collector/Treasurer |
| | Greg Smith | Superintendent, Recycling & Solid Waste Div. |
| | Cecilia Simchak | Director of Finance & Admin for Public Services |
| Notes prepared by: | Kathryn Copley | Administrative Specialist |

New member Jeff P. Heller was welcomed to the Committee.

Minutes

Mr. Blanchard made a motion that the Committee accept the minutes from the November 15, 2022 meeting. Mr. JP Heller seconded the motion. The motion was then voted upon and approved unanimously. 5 yeas - 0 nays – 0 abstain.

Discussion

Mr. Smith reported on the operations of the RTS. The Swap Shop will reopen on April 1st, and he is in contact with the coordinator, Brenda Metzler. The food waste program was started at the RTS on November 4, 2021 and restarted at the Sunita Williams School in December 2021. The number of barrels of food waste picked up by Agri-Cycle since November is as follows: November - 28, December - 67, January - 102 and February - 59, a total of 256 barrels, 32 tons at a cost of $5,182. Mr. Smith noted that it is more expensive to recycle residential food waste, but it was a good thing for the community. Approximately 25-30% of waste is food waste, and it is hope that this program will take 25% of waste from going to Wheelabrator. The food waste will go to Agri-Cycle's anerobic food digester which will eventually generate electricity. Barrel pickups are made two times a week.

Currently there is a DEP commercial organics waste ban where any organization, public or private, that is generating more than 1 ton of organic waste a week is required to recycle. This requirement includes public schools.

Recycling revenues continue to be positive thru the month of February. The past fiscal year has been good. The RTS has seen a large increase in bulky waste by both residents and contractors.

The bulky waste fee is still the same. Mr. Smith has stopped issuing stickers to commercial haulers over the last four months. He feels it would not be safe to have the additional commercial traffic at the site. The Town is receiving payment for textile recycling by Baystate Textiles.

Ms. Simchak reviewed the proposed fee changes. The DPW looked at some fees that were not covering the cost of recycling. It is proposed that the TV and monitors be consolidated as Monitors and charged a fee of $20 per item. The current fee is TV- $15, small computer monitor - $5 and large computer monitor - $15. Other proposed increases to current fees are car tires - $5 to $7.50, truck tires - $10 to $15, Illegal dumping without the yellow bag - $5 to $10. Two new fees are being proposed, for florescent tubes - $1 each (with a max of 10 tubes per week) and printers - $2.50 each. The Town is being charged $0.19 per pound for TV/Monitor recycling. It was noted that Wellesley charges $100 for illegal dumping. The Towns fees are in line with surrounding towns. The Committee was in favor of recouping the costs to recycle.

The question was asked whether recycling costs could be shared with Wellesley in any way. Mr. Smith indicated that Wellesley operates differently, and it would be difficult.

Mr. Connor made a motion to recommend the fee increases as proposed to the Select Board. Mr. Ecsedy seconded the motion. The motion was then voted upon and approved unanimously. 5 yeas - 0 nays – 0 abstain.

Mr. Smith indicated that he would like to see a Styrofoam recycling program in Needham. It is currently not a waste ban material. He has been consulting with a vendor and was quoted a price of $475 per collection event and $12,000 a year for the program. The material would be collected and melted, then extruded into a form that can be reused. This is a policy issue. It is less expensive to burn the Styrofoam as the weight is negligible. It is a sustainability issue. Mr. Smith will be asking for funds for the program for the FY2023 budget. There may or may not be a DEP ban for this material however there is an environmental impact by burning it.

The snow dump operation was relocated from the base of the landfill to the area near the sedimentation basin. The snow melts and drains into the basin and is then ejected into the wetlands. The area is more efficient for the operation, more snow can be stacked and it's a faster turnaround for the trucks. Almost 10,000 yards of snow has been dumped this winter between the Towns operations and commercial haulers of snow from Needham.

The universal waste area will be reconfigured to make better use of the area. Five bays will be established for the items such as Monitors, tires, appliances, metal pile, etc. The rock & block area will be reestablished in the spring for residents only.

Construction on the Area 2 (paving behind the salt shed) of the stormwater management project has begun. Areas 1 & 3 were done last year.

New signage was installed yesterday around the RTS. The cost was $18,373 and is being funded by the MA DEP 2021 Recycling Dividend incentive program. The Town is awarded funds each year that are put in escrow for eligible expenses.

There will be a paper shredding event scheduled for the spring on May 14, 2022, at the Cogswell Building from 9 am to 1 pm.

There will be a Town Meeting article for $50,000 to see if the town will fund a solid waste disposal & recycling service delivery study.

Commercial stickers expire on June 30th of each year. 52 have been issued over the last year. There are 9 contractors/residents who use their private vehicles to dispose of waste. Mr. Smith would like to be able to issue the commercial stickers (renewed and new) at the RTS. Ms. Poness would be in favor of this. He is wondering if the 9 residents should also be required to purchase a commercial sticker. The Committee felt that was not fair that these 9 residents are not paying for a commercial sticker.

Mr. Blanchard made a motion to recommend that any residents that dispose of large amounts of commercial waste at the RTS pay for a commercial sticker. Mr. Ecsedy seconded the motion. The motion was then voted upon and approved unanimously. 5 yeas - 0 nays – 0 abstain.

The commercial sticker fee is $125 and $140 per ton for bulky waste over the scale. Needham tip fees are well below other communities. Possibly the fees should be adjusted to a two-tier tip fee where the resident and Needham businesses sticker would be the same and out of network would have a higher sticker and tip fee. The Committee would be in support of a two-tier fee system for commercial stickers.

Mr. Smith is seeking funding for eight additional Big Belly trash containers to be placed in remote parks. The Big Belly containers can report when they need servicing, saving time and effort in removing the trash only when needed. Two were delivered to the High School today. They prevent blowing waste, prevent odor and vermin in the trash. The payback is in reduced equipment wear and tear, fuel costs and staff deployment. Each unit has a life span of 10-12 years. The pilot program instituted four years ago has been a success.

Residential stickers are currently free for residents and have not needed to be renewed for over 7 years. There is no cost for the stickers, but vehicles are required to have them to use the RTS. They indicate who should be and who shouldn't be using the facility. Mr. Smith would like to have the yearly renewal of residential stickers reinstituted to provide information and to indicate who should be there and who shouldn't. Many residents are not getting stickers. The Treasurer's office is not in favor of issuing the yearly renewal of RTS stickers. Mr. Smith is suggesting that new RTS stickers and yearly renewal RTS stickers be issued at the RTS office on a rotational basis.

Mr. JD Heller will prepare a historical perspective on the swap shop for the next meeting.

Documents:

Agenda, Minutes from November 15, 2022, PowerPoint presentation, RTS charges and fee schedule

Adjournment

Mr. Blanchard made a motion that the Committee adjourn at 9:35 PM. Mr. Ecsedy seconded the motion. The motion was then voted upon and approved unanimously. 5 yeas - 0 nays – 0 abstain.

The next meeting is scheduled for June 21, 2022.

These notes are intended to convey the content of the discussions at the Committee meeting. If no comments are received by the next meeting, they will go to file as part of the permanent Committee record.

**Town of Needham**
**Standard Recycling and Transfer Station Charges and Fees**
**As of June 30, 2022**

| Description | Fee | Last Changed |
|---|---|---|
| **RTS Sticker Fees** | | |
| Standard Sticker | No Charge | 26-Feb-13 |
| Standard Sticker Senior | No Charge | 26-Feb-13 |
| Standard Additional Sticker | No Charge | 26-Feb-13 |
| Hauler Sticker (annual) | $125.00 | 26-Feb-13 |
| RTS Week Pass Program | No Charge | 26-Feb-13 |
| **Bag Rates** | | |
| Large Bags (pack of 10) | $20.00 | 1-Sep-18 |
| Small Bags (pack of 10) | $10.75 | 1-Jul-16 |
| **Scale Rate** | | |
| Per Ton | $140.00 | 26-Feb-13 |
| Minimum Scale | $25.00 | 26-Feb-13 |
| **Recycling Fees** | | |
| Commercial Single Stream (per ton) | $85.00 | 13-Aug-18 |
| Recycling Bin | $5.00 | 26-Feb-13 |
| | | |
| **Large and Specialty Item Fees** | | |
| Air Conditioners | $15.00 | 26-Feb-13 |
| Appliances (White Goods) | $15.00 | 26-Feb-13 |
| Carpet 10x10 | $10.00 | 26-Feb-13 |
| Computer Monitor | $15.00 | 26-Feb-13 |
| Freon | $15.00 | 26-Feb-13 |
| Furniture - Chair | $10.00 | 26-Feb-13 |
| Furniture - Sleep Sofa | $20.00 | 26-Feb-13 |
| Furniture - Sofa | $15.00 | 26-Feb-13 |
| Box Spring or Mattress | $20.00 | 1-Jul-19 |
| Propane Tank 20lb or less | $5.00 | 26-Feb-13 |
| Single Large Size Item | $15.00 | 26-Feb-13 |
| Single Medium Size Item | $10.00 | 26-Feb-13 |
| Single Small Size Item | $5.00 | 26-Feb-13 |
| Tires - Vehicle Auto | $5.00 | 26-Feb-13 |
| Tires - Vehicle Truck | $10.00 | 26-Feb-13 |
| Toilet and Sinks (Porcelain) | $15.00 | 26-Feb-13 |
| Flat Screen TV - 15" or Less (small) | $5.00 | 1-Jul-19 |
| Flat Screen TV - Greater than 15" (large) | $15.00 | 1-Jul-19 |
| TV | $15.00 | 26-Feb-13 |
| **Snow Dump Rates** | | |
| Snow Dump Fee 4 Hour Shift | $1,200.00 | 1-Nov-15 |
| Snow Dump Fee 8 Hour Shift | $2,400.00 | 1-Nov-15 |

**Town of Needham**
**Standard Recycling and Transfer Station Charges and Fees**
**As of June 30, 2022**

| Description | Fee | Last Reviewed |
|---|---|---|
| **Commercial Yard Waste Disposal*** | | |
| Brush, 12” less in diameter (CY) | $15.00 | 1-Jul-19 |
| Leaves / Grass (CY) | $10.00 | 1-Jul-19 |
| Brush, 12” less in diameter (TON) | $60.00 | 1-Jul-19 |
| Leaves / Grass (TON) | $50.00 | 1-Jul-19 |
| Wood Chips (TON) | $7.50 | 1-Jul-19 |
| **Compost & Loam for Sale*** | | |
| Compost (30 gallon barrel) | $2.00 | 1-Jul-19 |
| Compost (CY) - Both | $12.00 | 1-Jul-19 |
| Loam (30 gallon barrel) | $2.58 | 1-Jul-19 |
| Loam (CY) - Residential | $16.28 | 1-Jul-19 |
| Loam (CY) - Commercial | $16.28 | 1-Jul-19 |
| **Compost & Loam for Sale*** | | |
| Clean Fill | No Charge for large quantity | |

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

**MEETING DATE: 7/26/2022**

| | |
|---|---|
| **Agenda Item** | Public Hearing: Dangerous Dog Hearing (continued from April 13, 2022) |
| **Presenter(s)** | Diana Rasoul-Agha, Dog Owner<br>Jeremy Cohen, Counsel |

| | |
|---|---|
| **1.** | **BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED** |

Chief Schlittler has requested that the Select Board hold a dangerous dog hearing in accordance with MGL c. 140 Section 157 and Town By-Law 3.7.5 on a complaint about a dog by the name of "Axel" residing at 233 West Street in Needham.

| | |
|---|---|
| **2.** | **VOTE REQUIRD BY SELECT BOARD** |

*Suggested Motion*: "Move that the Board take the following action _____."

| | |
|---|---|
| **3.** | **BACK UP INFORMATION ATTACHED** |

a. Select Board Hearing Order, Dated April 20, 2022
b. Select Board Hearing Order, Dated January 13, 2022

7021 0950 0000 5162 6110

**TOWN OF NEEDHAM**
**Town Hall**
**1471 Highland Avenue**
**Needham, MA 02492-2669**

**Office of the**
**Town Manager**

**Telephone: (781) 455-7500**
**Email: OTM@NeedhamMA.gov**

# DANGEROUS DOG HEARING
# TOWN OF NEEDHAM SELECT BOARD
# DECISION, FINDINGS OF FACT
# AND RECORD OF PROCEEDINGS

COMPLAINANT: John Schlittler, Chief of Police

DOG OWNER: Diana Rasoul-Agha, 233 West Street, Needham MA 02492

NAME AND DESCRIPTION OF DOGS: Axel, Alaskan Malamute

DATES OF HEARING: 4/13/2022

MEMBERS PRESENT: Marianne Cooley, Chair; Marcus Nelson, Vice Chair; Kevin Keane, Clerk; Heidi Frail, Member; Matthew Borrelli, Member.

The following is a detailed record of all proceedings relative to the dangerous dog complaint filed by John Schlittler, Chief of Police against the above-referenced dogs, in accordance with Massachusetts General Laws Chapter 140, Section 157:

## I. COMPLAINT

On March 14, 2022, the complaint was presented to the Board.

## II. NOTICE

On March 14, 2022, notice was sent by Myles Tucker, Town of Needham Support Services Manager, to the above-named owner of the dog in question, with a follow-up notice stating a minor correction to the notice on April 7, 2022.

## III. HEARING

On April 13, 2022, the Select Board held a hearing pursuant to M.G.L. c.140, §157 at Needham Town Hall and via Zoom, at which time the Complainant testified under oath. All those interested were given an opportunity to be heard. The following evidence was submitted at the hearing:

1. Public testimony by Complainant, John Schlittler, Chief of Police

2. Public testimony by Counsel for Dog Owner, Jeremy Cohen

3. Public testimony by Dog Owner, Diana Rasoul Agha

4. Public testimony by resident, Susan Risner, of 243 Warren Street

5. Public testimony by resident, Lauren Roth, 41 Bobsled Drive

6. Notice of public hearing sent to Diana Rasoul-Agha, dated March 22, 2022

7. Correction to notice of public hearing sent to Diana Rasoul-Agha dated April 7, 2022

8. Needham Police Department Incident Report (Incident #: 22NEE-246-OF) of report made on 3/15/2022

9. Update to Needham Police Department Incident Report (Incident #: 22NEE-246-OF) of report made on 3/18/2022

10. Email from Diana Rasoul Agha to Needham Police Officer Matthew Palmer dated March 30, 2022

11. Written description of March 14, 2022 incident provided by Kimberly Andrews, with attached pictures of her dog Lucy following said incident

12. Email to the Select Board from resident Christina Mathews, 12 Bobsled Drive

13. Dangerous Dog Hearing Decision, Findings of Fact, and Record of Proceedings, dated January 13, 2022 (and the evidence itemized in that decision, including public testimony by Complainant John Schlittler, Chief of Police; public testimony by Dog Owner, Diana Rasoul-Agha, and her minor daughter; public testimony by resident and owner of dog allegedly bitten by Axel and/or Maya, Lisa Madkins; public testimony by resident Maureen Walsh; public testimony by resident and owner of dog allegedly bitten by Axel and/or Maya, Esther Jeserum; Needham Police Department Incident Report (Incident #: 21NEE-1254-OF) of report made on 10/16/2021; Needham Police Department Incident Report (Incident #: 21NEE-1492-OF) of report made on 12/10/2021; and Needham Police Department Incident Report (Incident #: 21NEE-151-OF) of report made on 12/16/2021).

## IV. FINDINGS and DETERMINATION

The Select Board considered all evidence and testimony presented at the public hearing and finds that on multiple occasions and without justification Axel has (a) attacked domestic dogs causing physical injury, and (b) behaved in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury to other dogs.

Based on the credible evidence and testimony presented at the public hearing, the Board determines pursuant to M.G.L. c.140, §157 that Axel is a DANGEROUS DOG.[1]

## V. ORDERS

The Board suspends the hearing until its May 10, 2022 regularly scheduled meeting (or an alternative date to be scheduled thereafter), and **ORDERS** the following, effective immediately:

1. That Axel be confined to the premises of its owner, Ms. Diana Rasoul-Agha of 233 West Street; and provided that "confined" shall mean securely confined indoors or confined outdoors in a securely enclosed and locked pen or dog run area at 233 West Street. Such pen or dog run shall have a secure roof and, if such enclosure has no floor secured to the sides thereof, the sides shall be embedded into the ground for not less than 2 feet; and within the confines of such pen or dog run, a dog house or proper shelter from the elements shall be provided to protect the dog; and

2. That a fence sufficient to prevent escape be erected around the premises; and

3. That when removed from said premises, Axel shall be securely and humanely muzzled and restrained by an adult (18-years old or older) with a chain or other tethering device having a minimum tensile strength of 300 pounds and not exceeding 3 feet in length; and

4. That Axel be neutered, unless the owner provides the Select Board with written evidence that a veterinarian is of the opinion that Axel is unfit for alterations because of a medical condition; and

5. That a behavioral analysis be conducted on Axel by a certified animal behaviorist, and a copy of the written report be submitted to the Select Board; and

6. That Axel's owner, Diana Rasoul-Agha, provide proof of insurance in an amount of not less than $100,000 insuring her against any claim, loss, damage or injury to persons, domestic animals or property resulting from the acts, whether intentional or unintentional, of Axel, or proof that reasonable efforts were made to obtain such insurance if a policy has not been issued; and further that Ms. Rasoul-Agha, shall upon request of the Select Board, produce such policy or proof of efforts to obtain such insurance; and

---

[1] The term "dangerous dog" is defined by M.G.L. c.140, §36A as "a dog that either: (i) without justification, attacks a person or domestic animal causing physical injury or death; or (ii) behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a domestic or owned animal."

7. That Axel's owner, Ms. Diana Rasoul-Agha of 233 West Street pay all veterinary bills resulting from the March 14, 2022 incident, or reimburse the victim dog's owner for bills previously paid, as applicable, within fourteen (14) days of receipt of this Order; and

8. That Axel's owner, Ms. Diana Rasoul-Agha of 233 West Street, provide the Chief of Police a weekly update in writing on the status relating to Axel and with each specific condition included in this Decision; and

9. That all other orders included in the Select Board's Decision dated January 13, 2022 shall remain in full force and effect, namely:

    a. That the owner of the dog provide proof of additional skilled training to rectify the violent tendencies of the dog; and

    b. That the owner take steps to secure 233 West Street to ensure there are no additional inadvertent releases of the dogs out of the home.

Signed this 20th day of April 2022 by the Town Manager on behalf of the Select Board of the Town of Needham.

Kate Fitzpatrick, Town Manager

**TOWN OF NEEDHAM**
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**Needham, MA 02492-2669**

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# DANGEROUS DOG HEARING
# TOWN OF NEEDHAM SELECT BOARD
# DECISION, FINDINGS OF FACT
# AND RECORD OF PROCEEDINGS

COMPLAINANT: John Schlittler, Chief of Police

DOG OWNER: Diana Rasoul-Agha, 233 West Street, Needham MA 02492

NAME AND DESCRIPTION OF DOGS: Maya and Axel, both Alaskan Malamutes

DATES OF HEARING: 1/11/2022

MEMBERS PRESENT: Matthew Borrelli, Chair; Marianne Cooley, Vice Chair; Marcus Nelson, Clerk (via Zoom); Daniel Matthews; and Kevin Keane

The following is a detailed record of all proceedings relative to the dangerous dog complaint filed by John Schlittler, Chief of Police against the above-referenced dogs, in accordance with Massachusetts General Laws Chapter 140, Section 157:

## I. COMPLAINT

On December 21st, 2021 the complaint was presented to the Board.

## II. NOTICE

On January 4th, 2022, notice was sent by Kristin Scoble, Administrative Specialist, to the above-named owner of the dogs in question.

## III. HEARING

On January 11th, 2022, the Select Board held a hearing at Needham Town Hall and via Zoom, at which time the Complainant testified under oath. All those interested were given an opportunity to be heard. The following evidence was submitted at the hearing:

1. Public testimony by Complainant, John Schlittler, Chief of Police.
2. Public testimony by Dog Owner, Diana Rasoul Agha, and her minor daughter.
3. Public testimony by resident and owner of dog allegedly bitten by Axel and/or Maya, Lisa Madkins.

4. Public testimony by resident, Maureen Walsh.
5. Public testimony by resident and owner of dog allegedly bitten by Axel and/or Maya, Esther Jesurum.
6. Needham Police Department Incident Report (Incident #: 21NEE-1254-OF) of report made on 10/16/2021.
7. Needham Police Department Incident Report (Incident #: 21NEE-1492-OF) of report made on 12/10/2021.
8. Needham Police Department Incident Report (Incident #: 21NEE-151-OF) of report made on 12/16/2021.

## IV. FINDINGS and DETERMINATION

The Select Board considered all evidence and testimony presented at the public hearing, and finds that on multiple occasions and without justification Maya and Axel have (a) attacked domestic dogs causing physical injury, and (b) behaved in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury to other dogs.

Based on the credible evidence and testimony presented at the public hearing, the Board determines pursuant to M.G.L. c.140, §157 that Maya and Axel are DANGEROUS DOGS.[1]

## V. ORDERS

The Board makes the following orders:

1. The Board orders that when removed from the premises of the owner or the premises of the person keeping the dogs, the dogs shall be securely and humanely muzzled and restrained with a chain or other tethering device;

2. The Board orders that the owner or keeper of the dogs provide proof of additional skilled training to rectify the violent tendencies of the dogs; and

3. The Board orders that the owner or keeper of the dog take steps to secure the home in which the dogs reside to ensure there are no additional inadvertent releases of the dogs out of the home.

Signed this 13th day of January 2021 by the Town Manager on behalf of the Select Board of the Town of Needham.

Kate Fitzpatrick, Town Manager

[1] The term "dangerous dog" is defined by M.G.L. c.140, §36A as "a dog that either: (i) without justification, attacks a person or domestic animal causing physical injury or death; or (ii) behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a domestic or owned animal."

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

**MEETING DATE: 7/26/2022**

| | |
|---|---|
| **Agenda Item** | Introduce Director of Assessing |
| **Presenter(s)** | David Davison, Assistant Town Manager |

| | |
|---|---|
| **1.** | **BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED** |
| Mr. Davison will introduce M. Motta, the Town's new Director of Assessing. | |
| **2.** | **VOTE REQUIRED BY SELECT BOARD** |
| Introduction Only | |
| **3.** | **BACK UP INFORMATION ATTACHED** |
| **(Describe backup below)**<br>a. Resume for M. Motta | |

# MELISSA MOTTA

## Director of Assessing

Eager to Support the Initiatives of the Assessing Department for the Town of Needham

### PROFESSIONAL PROFILE

- Experienced in the valuation, inspection, and documentation of real property, with both in-house and field experience.
- Proven track record of applying appropriate, practical mix of technologies that meet business needs while maintaining accurate and efficient data processes.
- Motivated achiever with demonstrable ability to analyze, understand, and convey the details of Mass DOR and other laws relating to the fair and accurate assessment of property.
- Outstanding project manager who coordinates communications, information, and highly skilled professionals to meet department needs and evaluate progress while assuring smooth, efficient projects and activities.
- Strong interpersonal, written, and verbal communicator who can deliver effective presentations, consult on projects, and develop and maintain collaborative relationships.
- Ability to assimilate and communicate complex procedural, legal, and technical information in an easily understood manner.
- Exceptional problem-solver with keen ability to resolve issues, provide for enhancements, analyze/define business processes for improvement, define, design, develop, and implement highly successful solutions.

### AREAS OF EXPERTISE

- Cross-Function Teaming
- Organization and Operations
- Strategic Alliances and Partnering
- Fanatical Customer Service
- Public speaking, panel speaker, experienced media representative
- Both team-oriented and independent work environments
- Budgeting & Forecasting
- Multicultural Communications
- Energetic achiever
- Continuously succeeds in establishing and exceeding department goals
- Manages multiple high-level priorities
- Data-driven with expertise in detailed business protocols
- Proficient problem-solver
- Consensus-builder who forges critical internal and external alliances
- Creative thinker who initiates, structures, and negotiates profitable relationships
- Disseminates information accurately
- Acts as Subject Matter Expert for development and implementation of new and improved operations
- Serves as Conduit of Information for internal and external communications

### PROFESSIONAL EXPERIENCE

**Municipal Tax Assessor**, *City of New Bedford, MA*, 2019 to Present

- Perform recovery of assessing data and AssessPro system after loss of all information due to ransomware attack one month prior to starting at City.
- Coordinate with MA DOR to ensure all data was recovered accurately.
- Responsible for hiring and managing outside contractors to assist in data recovery.
- Analyze data in property database, to ensure data integrity and compliance with State law.
- Devise procedure for auditing and redrawing lost building sketches.
- Create specifications for contract to recover GIS system, and ensure outside contractors are in compliance with contract specifications.
- Review and revise internal procedures in order to ensure continued Department function during recovery period.
- Complete annual certification, approval by DOR, and issuing of tax bills on time.

**Municipal Tax Assessor**, *Town of Freetown, MA*, Assonet, MA, 2010 to Present

- Ensure that state law is strictly adhered to regarding procedures, processes, and administration of the Freetown Department of Assessors.
- Continually review revised MA Department of Revenue regulations and policies, and review evolving case law related to taxation issues.
- Responsible for data processing RFP, evaluation and approval of bids, and ongoing administration of state-certified CAMA system.

**Municipal Tax Assessor**, *Town of Freetown, MA (Continued)*

- Monitor data systems relating to property database, to ensure data integrity and compliance with State law.
- Review and update specifications for GIS system, and ensure outside contractors are in compliance with contract specifications.
- Review and revise internal procedures as necessary, to conform with evolving Department of Revenue policies.
- Represent the Town of Freetown in appeal cases heard by the Massachusetts Appellate Tax Board
- Maintain certification as Municipal Assessor, through continuing education and training.

**Municipal Tax Assessor**, *Town of West Springfield, MA*, West Springfield, MA, 2017 to 2019

- Manage office staff, represented by two different unions.
- Institute Personal Property revaluation, resulting in over $15 million-dollar growth in assessment.
- Utilize Vision CAMA system and GIS system for maintenance of property records.
- Continually review revised MA Department of Revenue regulations and policies, and review evolving case law related to taxation issues.
- Responsible for data processing RFP, evaluation and approval of bids, as well as ongoing administration of state-certified Vision CAMA system.
- Monitor property database systems, to ensure data integrity and compliance with State law.
- Review and update specifications for GIS system, and ensure outside contractors are in compliance with contract specifications.
- Review and revise internal procedures as necessary, to conform with evolving DOR policies.
- Represent the Town in appeal cases heard by the Massachusetts Appellate Tax Board

**Field Agent,** *Sandcastle Field Services*, 2012 to 2017

- Inspect, measure, photograph, and document condition of residential and commercial properties.
- Collect detailed data on each property, and accurately enter it into property valuation system.
- Maintain compliance with applicable federal and state regulations, and maintain detailed reports sufficient to withstand audit and review.
- Interact with property owners to establish rapport and cooperation in obtaining access to property, and collection of required data.
- Professionally and compassionately discuss status of delinquent mortgage accounts, and re-establish lines of communication between borrower and mortgage holder.
- Conduct face-to-face meeting with owners of delinquent and distressed properties, explore effective and reasonable mutually beneficial solutions, offer incentives to owners and residents for a timely agreement, negotiate contract to resolve issues, monitor compliance with agreement.

**Technical Assistant Specialist**, *Fall River Office of Economic Development*, Fall River, MA, 2016 to 2017

- Provide strategic planning, business development, marketing, communications, and general-management services to federally-funded SBA MicroLoan grant program.
- Maintain budget, coordinate organizational and grant-mandated goals to insure performance and compliance.
- One-year, grant-funded position.

**Business Liaison**, *City of Fall River*, Fall River, MA, 2014 to 2015

- Utilize cross-functional team approach and cross-cultural communications programs to improve the relationship between local businesses and the City of Fall River.
- Apply diplomacy and firm change-management skills while taking stock of political overtones.
- Meet with business leaders, federal, state, and local delegation, and present challenges and solutions for improving the business climate of the City.
- One-year contract position.

## EDUCATION and TRAINING

- *Bachelor of Science Program Electrical Engineering Technology* – University of MA, Dartmouth, MA
- *Department of Revenue Municipal Assessor Course 101 & 200* – Commonwealth of Massachusetts
- *Massachusetts Accredited Assessor Certification* – Massachusetts Association of Assessing Officers
- *Practice Workflow and Information Management Redesign Specialist* – Bristol Community College
- *Construction Supervisor License Program* – Commonwealth of Massachusetts
- *MA Real Estate Broker License (1986 to 2013)* – Commonwealth of Massachusetts
- *Massachusetts Class D (Passenger) Driver's License*

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

**MEETING DATE: 7/26/2022**

| | |
|---|---|
| **Agenda Item** | LICMA Presentation Recruitment & Retention |
| **Presenter(s)** | • Jack Daly, Assistant Director of Public Works, Georgetown, TX<br>• Jared Jones, Assistant City Manger, Panama City, FL<br>• Jennifer Prochazka, Assistant City Manager, College Station, TX<br>• Stephanie Reyes, Interim City Manager, San Marcos, TX<br>• Laura Savage, Senior Program Manager, ICMA |

**1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**

The Town contracted with the Leadership ICMA Program to conduct an evaluation of the Town's options for increasing employee satisfaction, recruitment and retention through benefit strategies.

Leadership ICMA is a competitive, intensive two-year ICMA University program designed to cultivate key competencies needed for successful leadership at all levels of local government management. Participants complete a series of five class modules and a team-based capstone project. The 2022 cohort has selected the Town of Needham for its capstone project.

**2. VOTE REQUIRED BY SELECT BOARD**

Presentation Only.

**3. BACK UP INFORMATION ATTACHED**

a. Recruitment & Retention: Strategies for an Employer of Choice
b. Findings and Recommendations PPT

# RECRUITMENT AND RETENTION

## *Strategies for an employer of choice*


**PREPARED BY**

*Jack Daly*
*Jared Jones*
*Jennifer Prochazka*
*Stephanie Reyes*
*Laura Savage*

**ON BEHALF OF**

*Leadership ICMA for the Town of Needham, Mass.*

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# Executive Summary

The Town of Needham is in Norfolk County, Massachusetts. It is 10 miles southwest of Boston and has a population of 32,091 as of the 2020 Census[1]. The average single-family property value is more than $1 Million.[2] Needham uses the Town Meeting style of government, with an elected body made up of 254 Town Meeting Members.[3] Needham also elects a Select Board, who appoints the Town Manager. The Town Manager oversees the day-to-day operations of the Town.[4] The Town also elects a School Committee to oversee Needham Public Schools.[5] In conversations with Town staff, the consensus is that Needham Schools are highly desirable.

This myriad of factors, including the proximity to Boston, high cost of living, and high-performing schools creates a scenario where the recruitment and retention of employees can be difficult, especially for lower wage or entry-level jobs. Further, the Town has placed an emphasis on ensuring Needham is a welcoming and inclusive community. The Needham Unite Against Racism Initiative (NUARI) is a working group formed to prioritize areas for improvement related to racial equality, which includes ensuring a diverse Town workforce.[6]

Town Manager Kate Fitzpatrick requested that Leadership ICMA (L-ICMA) develop an analysis of and recommendations for strategies to guide the Town's Human Resources Department to enhance the diversification of the talent pool, and to provide and fund attractive employee benefits and programs.

L-ICMA responded to the request with a proposal that included six objectives:

- ✓ Develop strategies to address gaps in recruitment and retention.
- ✓ Identify benefits/programs to obtain a competitive edge in recruitment & retention and assess for feasibility.
- ✓ Gauge current employee opinions on existing benefits packages and suggested changes through surveys or focus groups.
- ✓ Analyze existing recruitment, resources, recognition, and on-boarding practices and make recommendations to enhance retention and engagement.
- ✓ Evaluate scope & capacity of the Human Resources Department.
- ✓ Submit a detailed report and/or presentation at the direction of the Town.

Through the course of meetings with Needham Town Management, an onsite visit to the Town, 10 employee focus groups, as well as research on emerging trends and best practices related to employee recruitment, compensation, benefits, and program offerings, the L-ICMA Needham Team is pleased to present a list of recommendations to further the Town's efforts around recruitment and retention.

The recommendations can be broadly organized in four (4) categories:

1. Define the mission and role of the Town of Needham's Human Resources Department to be more strategic and less administrative.

[1] https://www.census.gov/
[2] https://www.needhamma.gov/190/Values-Compared-to-Last-Year
[3] https://www.needhamma.gov/DocumentCenter/View/23508/2021-Town-Meeting-Member-Orientation-Final148774561-002?bidId=
[4] https://www.needhamma.gov/488/Select-Board
[5] https://www.needham.k12.ma.us/district_info/school_committee
[6] https://www.needhamma.gov/4942/NUARI---Needham-Unite-Against-Racism-Ini

2. Study new benefit offerings to include adopting a paid time off bank, short-term disability insurance program, paid paternity leave program; allowing Town employees to enroll their children into Needham public schools; and providing dependent care subsidies, along with other benefits detailed later in this report.

3. Adjust the Town's compensation philosophy to be more incentive-based, to encourage continuing education, longevity, and high-performance.

4. Explore options to adjust recruitment strategies, such as encouraging and advertising workplace flexibly; implementing targeted recruitment for veterans, community and technical colleges, historically underserved communities, and high schoolers; and developing a more robust internship or summer ambassador program.

This report goes into detail regarding how the L-ICMA Team developed these recommendations, including an analysis of focus group data as well as a benchmarking exercise to ensure Needham's benefit offerings are competitive with employment trends broadly.

The Town of Needham was a welcoming host for the L-ICMA Team. Overall, employees in the focus groups spoke highly about the Town. Unprompted, employees expressed their appreciation of Town Management. Participants were positive about the work environment and opportunities for career progression in Needham. Finally, a very common response when asked what the best part about working for Needham was "the people."

The L-ICMA Team would like to express our sincere thanks to the Town of Needham for allowing us the opportunity to undertake this study. We look forward to continuing the conversation and hope the information and insights provided allow Needham to move closer towards remaining a premier employer in local government.

# Introduction of Project Team

**Jack Daly** serves as the Assistant Public Works Directors for the City of Georgetown, TX, overseeing the Animal Services, Code Compliance, Emergency Management, and Environmental Services departments. He began his career in Georgetown in 2013 as an Executive Assistant to the Assistant City Manager. In 2015, he was promoted to Assistant to the City Manager. His responsibilities included overseeing the City's Communication Department, managing City Council and citizen correspondence, special projects related to City Council goals, managing internal Citywide communication, and a wealth of "other duties as assigned." Jack was recognized as employee of the year for the City of Georgetown in 2015. Jack is a graduate of the University of Texas and holds a master's degree in public administration from the University of North Texas. He is active with the Texas City Management Association, International City Management Association, and Urban Management Assistants of Central Texas. Jack is married to his wife Katy and they have one daughter, June.

**Jared Jones** serves as the Assistant City Manager of Operations for the City of Panama City, Florida. As the Assistant City Manager of Operations, Jared oversees the City's Public Safety, Public Works, Community Development and Disaster Housing Recovery. Jared has also served as the Interim City Manager during a search for a new City Manager and has filled in for a variety of department head vacancies. Additionally, he has overseen several special projects to include the City's newest City Hall facility and the finalization of a $36M wastewater treatment plant upgrade. In the wake of 2018's Hurricane Michael, he assisted with disaster response and recovery efforts in addition to helping to secure over $60M in State and Federal infrastructure and economic development grants. Jared began his career in public service at the Panama City Downtown Improvement Board in 2014 and draws on over 9 years of local and regional marketing and communications experience in his current role. Jared holds a master's in business administration from the University of Phoenix and an undergraduate in International Studies from the University of West Florida. He is a member of Rotary International, Florida Redevelopment Association, Florida County/City Managers Association, and International City/County Management Association where he is a member of the Leadership ICMA Class of 2022. Jared is married to his wife Michelle of 6 years and they share their home with Fergus, their Mini Australian Shepard.

**Jennifer L. Prochazka, AICP** is an Assistant City Manager for the City of College Station, Texas leading teams of professionals responsible for Capital Projects and Facilities Management, Planning and Development Services, Community Services, Neighborhood Services, and Parks and Recreation. Jennifer began her career with the City of College Station in 2000 and has held positions in Land Development, Neighborhood Planning, Comprehensive Planning, and Economic Development during that time. Jennifer has also worked as an adjunct Economic Development Specialist for the Texas A&M Engineering Extension Service (TEEX) with a focus on comprehensive planning for various Texas communities. Over the last two decades, Jennifer has authored numerous community and strategic plans and has led many successful public engagement campaigns. Jennifer holds a Bachelor of Environmental Design and a Master of Urban Planning, both from Texas A&M University, and has served on the professional advisory committee for both the undergraduate and graduate planning degrees in the College of Architecture at Texas A&M since 2006. Jennifer and her husband Colby have four children, Cade, Sage, Jack, and Liv.

**Stephanie Reyes** is the Interim City Manager for the City of San Marcos, Texas and has worked at the City of San Marcos since June 2001, serving as Assistant City Manager from 2019-2022. Prior to that, she served as Chief of Staff, Assistant Director of Human Resources, Interim Economic Development Director and Assistant to the City Manager. Reyes holds a Bachelor of Science degree in Criminal Justice and a Master of Public Administration from Southwest Texas State University. She is a member of the Texas City Management Association (TCMA), International City/County Management Association (ICMA), Texas State University-San Marcos Master of Public Administration (MPA) Advisory Council, Women Leading Government Central Texas Chapter and has served as a board member or officer for the Hays County Dispute Resolution Center, Community Action and Leadership San Marcos Alumni Association. She is currently attending the prestigious Leadership ICMA Program and is scheduled to complete the program in Fall 2022. Stephanie has been married to her husband Andrew since 2009. They have two children, Andres and Gabriela.

**Laura Savage** is a Senior Program Manager and focuses on Career and Equity Advancement on the International City/County Management Association (ICMA) Membership team. She cultivates relationships with local government professionals and supports Executive Board initiatives and priorities focused on equity, inclusion, and the advancement of the local government profession. Laura also provides support for the Deputies and Assistants Strategic Committee and assists with diversity, equity, and inclusion focused conference session and event planning. Prior to her work at ICMA, Laura served as District Clerk, Assistant to the District Manager, and in other roles spanning 15 years at Pueblo West Metropolitan District, a unique special district of 33,000 residents located in Southern Colorado. She has a Bachelor of Science in Computer Information Systems from Colorado State University Pueblo, a Graduate Certificate in Business Administration from the University of Kansas, and a Master of Public Administration from the University of Colorado Denver.

# Project Overview

**Background**

The Town of Needham, Massachusetts is considered a bedroom and commuter community in the Greater Boston Area. The Town is experiencing challenges with the recruitment and retention of employees. To identify gaps and provide solutions to enhance the organization's desirability as an employer of choice, attract diverse candidates, and to retain existing employees, the Town asked the Leadership ICMA (L-ICMA) Team to perform an analysis of their recruitment processes; examine current and potential benefit and program options; and provide financing strategies to aid with the recruitment and retention of employees.

**Project Scope**

The Town requested an analysis of and recommendations for strategies to guide the Human Resources Department to enhance the diversification of the talent pool, and to provide and fund attractive employee benefits and programs. The global pandemic drastically changed how local governments operate, and as an internal and employee-focused organization that provides external and community-focused services, the Town is experiencing high turnover, smaller and less diverse applicant pools, and intense competition for the best talent.

The intention of this analysis is to work with the Town to define diversity and apply the respective lens to their employee-focused recruitment processes, benefits and programs. To reduce turnover, the Town's current benefits and programs will be examined and corresponding gap analysis will be conducted to determine the meaningful, attractive benefits and programs the Town can consider with an attentiveness to the expenditure of public funds.

Research and analysis occurred between January 31, 2022 and July 1, 2022. The L-ICMA Team worked virtually and in-person during a site visit to the Town.

**Objectives**

- Develop strategies to address gaps in recruitment and retention.
- Identify benefits/programs to obtain a competitive edge in recruitment & retention and assess for feasibility.
- Gauge current employee opinions on existing benefits packages and suggested changes through surveys or focus groups.
- Analyze existing recruitment, resources, recognition, and on-boarding practices and make recommendations to enhance retention and engagement.
- Evaluate scope & capacity of the Human Resources Department.
- Submit a detailed report and/or presentation at the direction of the Town.

# Benchmarking

## State of the Workplace Study 2021-2022

According to the Society of Human Resource Management (SHRM) *State of the Workplace Study 2021-2022,* "Recruitment and retention remain top issues for HR departments, **with a potential payoff for effective implementation of Diversity, Equity, and Inclusion (DEI) programs.** In other words, organizations who were effective at achieving greater workplace DE&I during the last year fared better with challenges of recruitment and retention." Additionally, the greatest barriers to change highlighted in the report are "limited time or dedicated personnel" (See Appendix A, page 9, 12).

These findings align precisely with the perceived challenges the Town of Needham faces related to recruitment and retention. Furthermore, the Town's emphasis on diversity is well-placed. SHRM's analysis shows that concerted recruitment efforts targeted towards historically underserved populations improves recruitment and retention efforts.

The SHRM study survey data consists of two data sets, U.S. workers and Human Resources (HR) professionals. When asked to forecast where more resources would be allocated in 2022, HR professionals expected growth in their departmental budgets associated with talent acquisition, HR employee compensation, and employee training and development.

Additionally, when respondents to the study were asked to share their thoughts on the biggest challenges facing organizations during 2021, they highlighted labor shortages as their top concern. A more complete list is provided below, courtesy of the SHRM report. As an aside, SHRM highlights that remote organizations fared better than in-person organizations when it came to labor shortages.

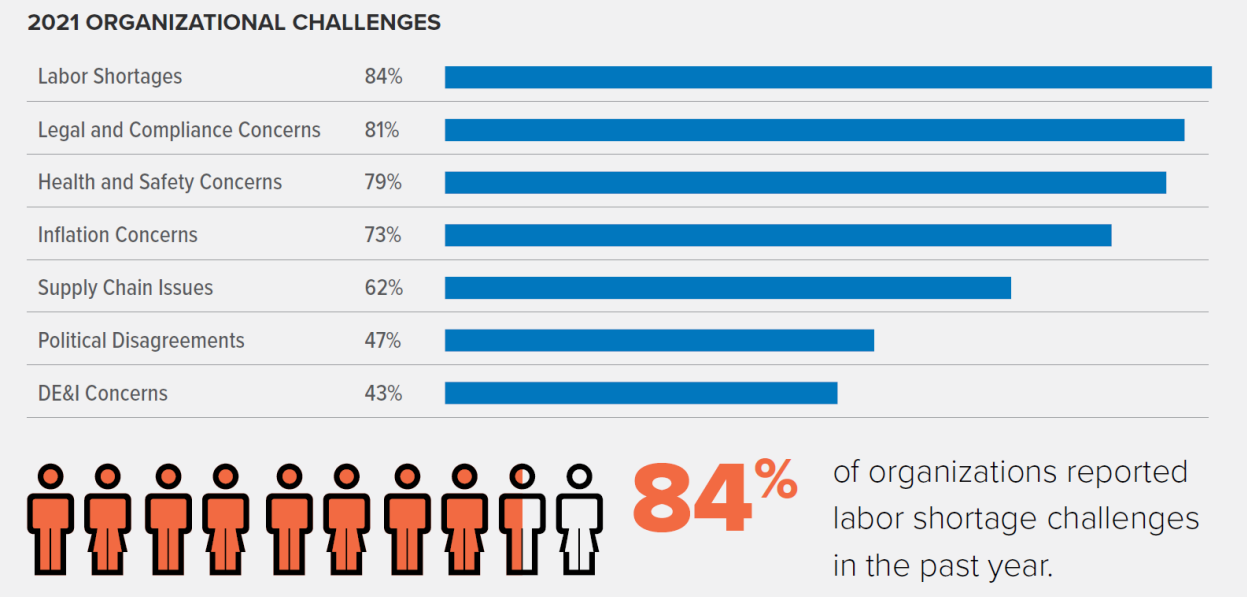


FIGURE 1 ORGANIZATIONS' TOP CHALLENGES REFLECT THE GREAT RESIGNATION, COURTESY OF SHRM

Throughout the SHRM study, there are discrepancies in perceptions between U.S. workers generally and HR professionals. When asked to rank the effectiveness of various HR functions, however, there is some consistency. Broadly, most respondents indicated struggles with "finding and recruiting talent with the necessary skills," "retaining top talent," and "creating succession plans for key roles" (See Appendix A, page 5).

When asked to grade their HR Departments, U.S. workers ranked their HR department slightly lower than HR professionals did when grading their own departments. **A key factor in how well a department scored is tied to retaining and recruiting talented employees** (See Appendix A, page 6).

**Expectations of Human Resources**

There is a misalignment, however, between HR's perceived function and what U.S. workers perceive HR's function to be. As stated earlier, both groups (U.S. workers and HR professionals) agree that finding and recruiting talent, retaining talent, and succession planning are critical and are areas that could use improvement.

Remote organizations were far more effective in recruitment, retention, as well as maintaining morale and engagement.

When HR professionals and U.S. Workers grade HR, there are several drivers (listed below), that illustrate a misalignment between what workers think drive HR performance and what HR thinks drives performance. Primarily, HR professionals place an emphasis on organizational communication and employee morale and engagement, while U.S. workers say that retaining and recruiting talent are most important.

| RANK | HR PROFESSIONALS |
|---|---|
| 1 | Improving organizational communication |
| 2 | Maintaining employee morale and engagement |
| 3 | Facilitating fair & effective performance evaluations |
| 4 | Retaining top talent |
| 5 | Developing more effective leaders/people managers |

| RANK** | U.S. WORKERS |
|---|---|
| 1 | Retaining top talent |
| 2 | Finding & recruiting talent with the necessary skills |
| 3 | Maintaining employee morale and engagement |
| 4 | Creating succession plans for key roles |
| 5 | Facilitating fair & effective performance evaluations |

FIGURE 2 PERSPECTIVE VARY BETWEEN HR PROFESSIONALS AND U.S. WORKERS IN TERMS OF WHAT DRIVES PERCEPTIONS OF A SUCCESSFUL HR DEPARTMENT. COURTESY OF SHRM

According to SHRM, HR departments are generally viewed as "crucial to the business function" of the organization, but a majority of departments are "working beyond capacity and stretched too thin" (See Appendix A, page 7).

**Recruitment and Retention**

It is fair to say that in the current climate, finding talented employees is tough. According to SHRM, 72% of organizations reported lacking well-qualified candidates to fill jobs. This is notably less challenging for remote organizations. Tied to these challenges, many organizations report not having flexible work hours or locations or having uncompetitive compensation, which all play a key role in an organization's inability to recruit talented employees (See Appendix A, page 7).

Specifically, SHRM reports that organizations with effective diversity, equity, and inclusion programs face fewer recruitment challenges. Effective DEI programs appear to be correlated to workplace flexibly, good work culture, and career advancement opportunities (See Appendix A, page 9).

**Looking Forward**

According to SHRM for 2022, HR professionals will continue to focus on many of the challenges that were highlighted in 2021: employee morale and engagement and retaining and recruiting talented employees. The biggest challenges most HR professionals predict to addressing their areas of focus are **limited time or dedicated personnel, employee resistance to change, current organizational cultural norms, lack of budget, and senior**

**leadership support or buy-in**, amongst others. Of the organizations surveyed, 34% expect to see an increase in the HR departmental headcount in 2022 and 47% expect to see an increase in the HR budget (See Appendix A, page 10, 12, 13).

Finally, SHRM asked respondents to provide open-ended responses to consider what strategies HR departments can use to strengthen their recruitment and retention efforts. Nearly 20% of respondents indicated a need to increase benefits and compensation and 10% highlighted training and development, specifically referencing leadership training.

## 2021 Total Rewards Inventory Programs & Practices

The second source document for assessing current trends in benefits is WorldatWork's *2021 Total Rewards Inventory Programs & Practices*, which was released in February 2022 (See Appendix B). WorldatWork is a nonprofit organization specializing in understanding trends in benefit programs. Using their data, the Team worked to develop a practical ideal type regarding benefit programs to allow the Town of Needham to assess their offerings against a larger cohort of U.S. organizations. Two highlights that appear to be easy trends to either adopt or emphasize in Needham are paid civic duty and assisting with relocation requests. Additionally, there are eight (8) benefit usages that increased by 10% or more in 2021:

1. Unpaid, job-protected time off to care for or bond with new child – up 19%
2. Market-based adjustments – up 13%
3. Dependent care spending program – up 13%
4. Identity theft insurance – up 12%
5. Referral bonuses – up 11%
6. Personal financial planning services – up 10%
7. Pet insurance – up 10%
8. Retention bonuses – up 10%

**Government vs. all-sectors**

There are 20 programs offered in the private sector at a higher rate, on average, than are offered in the public sector. Below is a chart that compares all industries to the public sector, specifically highlighting where there is a 20% or greater differential in the public sector offerings.

Several benefits are not feasible to offer, like stock options, commissions, or geographic differential pay; however, referral bonuses, accelerated adjustments for high potential/high performers, a personal time off (PTO) bank which combines all vacation, sick, and other approved leave, performance-based pay increase, relocation upon employer request, and short-term disability insurance are all offered at 50% or more of employers, and are possible for the public sector to offer, but are offered at lower rates.

| | All | Government/ public sector (local, state, federal government) | Difference |
|---|---|---|---|
| Referral bonus | **85%** | 41% | 44% |
| Commissions | **55%** | 14% | 41% |
| Geographic or locality differential | **50%** | 13% | 37% |
| Outplacement or severance benefits | **64%** | 30% | 34% |
| Stock options/stock appreciation rights (SARs) | **31%** | 0% | 31% |
| Accelerated adjustments for high potential/high performers | **53%** | 23% | 30% |
| PTO bank (e.g., combined vacation, sick and other approved leave) | **51%** | 21% | 30% |
| Spot bonus | **73%** | 43% | 30% |
| Performance-based pay increase (merit increases) | **91%** | 64% | 27% |
| Relocation upon employer request | **70%** | 43% | 27% |
| Matching gift program | **40%** | 14% | 26% |
| Short-term disability (STD) insurance | **94%** | 71% | 23% |
| Healthy cafeteria/vending machine options subsidized by the employer | **28%** | 6% | 22% |
| Geographic or locality pay adjustment | **31%** | 9% | 22% |
| SPIFF | **22%** | 0% | 22% |
| Office supplies expense reimbursement | **42%** | 20% | 22% |
| Cash profit sharing | ***21%*** | 0% | 21% |
| Guideline distribution (suggested performance rating distributions) | **47%** | 26% | 21% |
| Adoption assistance | **35%** | 14% | 21% |

FIGURE 3 THIS CHART COMPARES ALL SECTORS TO THE PUBLIC SECTOR. THE RIGHT COLUMN ILLUSTRATES THE DIFFERENCE BETWEEN THE PERCENT OF ORGANIZATIONS BROADLY WHO OFFER A BENEFIT VERSUS PUBLIC SECTOR OFFERINGS.

Conversely, there are 15 programs in the public sector offered at a higher rate than all sectors. Some items are corroborated by the previous table, but worth mentioning, specifically, sick leave and vacation pay separate from a PTO bank.

Most of the other items highlighted in the chart below are related to wellness program offerings.

The only other items of note are on-call pay and shift differential pay, both of which are offered at higher rates in the public sector than all sectors.

| Column1 | All | Government/ public sector (local, state, federal government) | Difference |
|---|---|---|---|
| Health fairs (on-site or virtual) | 54% | 95% | -41% |
| Outcomes-based wellness program | 54% | 93% | -39% |
| Sick leave (separate from PTO bank) | 56% | 91% | -35% |
| Vacation (separate from PTO bank) | 53% | 86% | -33% |
| Wellness incentives (e.g., cash and noncash prizes, acknowledgement, rewards) | 62% | 93% | -31% |
| Health-risk assessment (HRA) | 66% | 97% | -31% |
| On-call pay | 50% | 80% | -30% |
| Nutritional counseling (on-site or covered by medical plan) | 69% | 96% | -27% |
| Health advocacy program | 67% | 94% | -27% |
| Weight-management programs | 70% | 96% | -26% |
| Biometric/wellness screening (on-site or through a doctor visit) | 69% | 95% | -26% |
| Stress-reduction programs/offerings (e.g., yoga, massage, meditation, mindfulness) | 69% | 94% | -25% |
| Shift differential pay | 62% | 84% | -22% |
| Health coaching | 74% | 95% | -21% |
| Participatory wellness program | 77% | 97% | -20% |

FIGURE 4 THIS CHART COMPARES ALL SECTORS TO THE PUBLIC SECTOR. THE RIGHT COLUMN ILLUSTRATES THE DIFFERENCE BETWEEN THE PERCENT OF ORGANIZATIONS BROADLY WHO OFFER A BENEFIT VERSUS PUBLIC SECTOR OFFERINGS. A NEGATIVE NUMBER INDICATES THAT THE PUBLIC SECTOR OFFERS THIS BENEFIT AT A GREATER RATE THAN ALL OTHER SECTORS COMBINED.

## Key Findings

When considering the data from SHRM and WorldatWork, the Team developed several conclusions that should be considered best practices for local government.

First, it is critical for Town Management to define HR's role in the organization. HR's role needs to be explicitly defined as it relates to recruitment, retention, and organizational morale and engagement. Within those definitions, there needs to be clarity around:

- What role does HR have when it comes to recruitment? Is HR solely charged with recruiting and retaining employees or are those responsibilities shared with department leaders and supervisors throughout the organization and
- What role does HR play in terms of retaining employees? Or ensuring diverse applicant pools?

If these tasks are HR's responsibility, then there needs to be appropriate support and resources to ensure they can achieve their objectives. If these responsibilities are shared amongst departments, then time needs to be taken to document roles and responsibilities, and then provide appropriate training to hiring managers to ensure they can meet the expectations of the organization.

Second, the trend in compensation is to focus on market-based adjustments as opposed to cost-of-living-adjustments. Historically, the public sector has used other public sector employers as the basis for their market studies. As wages increase in the private sector, however, the public sector may need to amend compensation philosophies to include benchmarking against private sector employees, especially in hard to fill positions. Additionally, incentive pay to encourage continuing education, longevity, and rewarding high-performers should be considered in compensation strategies. Compensation tools can include bonus pay (which avoid compounding salaries); accelerated step programs (which reward longevity but are front-loaded); weekend or shift differential pay; accelerated pay increases for high performers; and referral, sign-on, or retention bonuses to encourage employees to participate in recruitment efforts.

Third, workplace flexibility appears to be a trend that will continue. Employers need to be open to more remote work and possibly even dedicated remote positions, especially for hard to fill positions. For jobs that cannot be done remotely, flexible schedules should be discussed.

Fourth, new benefit offerings should be considered. Specifically, the following benefits are increasingly becoming standard:

- Shifting to a paid time off (PTO) bank versus accruing separate sick and vacation leave,
- Short-term disability insurance,
- Unpaid, job-protected time off to care for or bond with new child (beyond what's required by state and federal laws),
- Dependent care spending program,
- Identify theft insurance,
- Personal financial planning services tied to the retirement program,
- Pet insurance, and
- Paid civic duty.

Finally, a focus on specifically recruiting from more diverse or underrepresented talent pools will help address concerns related to recruitment and retention, as well as dovetail with implementing or expanding DEI initiatives. Per SHRM, both efforts are interrelated and successes in one, drive success in the other.

**Needham versus the practical ideal type.**

| Column1 | All | Government/ public sector (local, state, federal government) | Difference | Needham |
|---|---|---|---|---|
| Participatory wellness program | 77% | 97% | -20% | No |
| Health-risk assessment (HRA) | 66% | 97% | -31% | No |
| Long-term disability (LTD) insurance | 97% | 96% | 1% | No |
| Weight-management programs | 70% | 96% | -26% | No |
| Nutritional counseling (on-site or covered by medical plan) | 69% | 96% | -27% | No |
| Health coaching | 74% | 95% | -21% | No |
| Laptop computer | 96% | 94% | 2% | Some (dep on job and need) |
| Health advocacy program | 67% | 94% | -27% | No |
| Wellness incentives (e.g., cash and noncash prizes, acknowledgement, rewards) | 62% | 93% | -31% | No |
| Outcomes-based wellness program | 54% | 93% | -39% | No |
| Telemedicine services | 97% | 91% | 6% | No |
| Length-of-service awards | 81% | 85% | -4% | No |
| Informal coaching/mentoring | 84% | 83% | 1% | No |
| Market-based adjustments (not COLA) | 82% | 83% | -1% | No |
| Individual performance-based incentives (short-term) | 76% | 80% | -4% | No |
| Unpaid, job-protected time off to care for or bond with new child (beyond legal requirements, if applicable, and beyond any paid parental leave your organization may offer) | 75% | 78% | -3% | No |
| Tablet computer | 59% | 75% | -16% | No |
| Charitable fundraising programs (e.g., United Way drive) | 67% | 74% | -7% | No |
| Lactation-support services and resources (e.g., education, lactation consultants, mother's room) | 71% | 73% | -2% | No |

| | | | | |
|---|---|---|---|---|
| Learning specifically aimed toward wellbeing topics: work life balance, financial wellbeing, physical health and mental health | 61% | 70% | -9% | No |
| Appreciation luncheons, outings, formal events | 79% | 67% | 12% | No |
| Performance sharing for organizational objectives (short-term) | 71% | 67% | 4% | No |
| Career ladders or pathways | 70% | 66% | 4% | No |
| On-site fitness center | 58% | 66% | -8% | No |
| Sign-on bonus | 84% | 65% | 19% | No |
| Unpaid medical or caregiver leave (beyond any legal requirements) | 69% | 65% | 4% | No |
| Retention bonus | 65% | 61% | 4% | No |
| Emerging leadership programs | 52% | 61% | -9% | No (not internal, but Town would pay for on ad-hoc basis, through Associations - LICMA, APWA) |
| Discounted fitness-club membership | 54% | 60% | -6% | No |
| Designed telework (job designed to be performed remotely and may be full- or part-time) | 72% | 58% | 14% | No |
| Employee discount program | 70% | 57% | 13% | No |
| Floating holidays | 60% | 56% | 4% | No |
| Performance sharing for organizational objectives (long-term) | 58% | 56% | 2% | No |
| Paid parental leave (e.g., nonmedical maternity, paternity, adoption) | 66% | 53% | 13% | No (utilization of accrued sick, vacation or personal leave is available though) |
| Legal insurance, referral or consultation | 54% | 51% | 3% | No |
| Formal coaching/mentoring | 53% | 51% | 2% | No |
| Frequent performance check-ins (at least quarterly) | 59% | 50% | 9% | No (nothing required) |
| Above-and-beyond performance awards | 59% | 48% | 11% | No |
| Restricted stock/restricted stock units (RSUs) | 56% | 44% | 12% | No |
| Paid time off to volunteer as part of a company effort | 51% | 44% | 7% | No |
| Spot bonus | 73% | 43% | 30% | No |
| Healthy cafeteria/vending machine options | 61% | 43% | 18% | No |
| Corporate social responsibility programs/green initiatives | 62% | 42% | 20% | No |
| Best Place to Work branding initiative | 50% | 42% | 8% | No |

| | | | | |
|---|---|---|---|---|
| Referral bonus | 85% | 41% | 44% | No |
| Accelerated adjustments for high potential/high performers | 53% | 23% | 30% | No |
| PTO bank (e.g., combined vacation, sick and other approved leave) | 51% | 21% | 30% | No |
| Commissions | 55% | 14% | 41% | No |
| Geographic or locality differential | 50% | 13% | 37% | No |

| Column1 | All | Government/ public sector (local, state, federal government) | Difference | Needham |
|---|---|---|---|---|
| Participatory wellness program | 77% | 97% | -20% | No |
| Health-risk assessment (HRA) | 66% | 97% | -31% | No |
| Long-term disability (LTD) insurance | 97% | 96% | 1% | No |
| Weight-management programs | 70% | 96% | -26% | No |
| Nutritional counseling (on-site or covered by medical plan) | 69% | 96% | -27% | No |
| Health coaching | 74% | 95% | -21% | No |
| Laptop computer | 96% | 94% | 2% | Some (dep on job and need) |
| Health advocacy program | 67% | 94% | -27% | No |
| Wellness incentives (e.g., cash and noncash prizes, acknowledgement, rewards) | 62% | 93% | -31% | No |
| Outcomes-based wellness program | 54% | 93% | -39% | No |
| Telemedicine services | 97% | 91% | 6% | No |
| Length-of-service awards | 81% | 85% | -4% | No |
| Informal coaching/mentoring | 84% | 83% | 1% | No |
| Market-based adjustments (not COLA) | 82% | 83% | -1% | No |
| Individual performance-based incentives (short-term) | 76% | 80% | -4% | No |
| Unpaid, job-protected time off to care for or bond with new child (beyond legal requirements, if applicable, and beyond any paid parental leave your organization may offer) | 75% | 78% | -3% | No |
| Tablet computer | 59% | 75% | -16% | No |
| Charitable fundraising programs (e.g., United Way drive) | 67% | 74% | -7% | No |
| Lactation-support services and resources (e.g., education, lactation consultants, mother's room) | 71% | 73% | -2% | No |
| Learning specifically aimed toward wellbeing topics: work life balance, financial wellbeing, physical health and mental health | 61% | 70% | -9% | No |
| Appreciation luncheons, outings, formal events | 79% | 67% | 12% | No |
| Performance sharing for organizational objectives (short-term) | 71% | 67% | 4% | No |
| Career ladders or pathways | 70% | 66% | 4% | No |
| On-site fitness center | 58% | 66% | -8% | No |

| | | | | |
|---|---|---|---|---|
| Sign-on bonus | 84% | 65% | 19% | No |
| Unpaid medical or caregiver leave (beyond any legal requirements) | 69% | 65% | 4% | No |
| Retention bonus | 65% | 61% | 4% | No |
| Emerging leadership programs | 52% | 61% | -9% | No (not internal, but Town would pay for on ad-hoc basis, through Associations - LICMA, APWA) |
| Discounted fitness-club membership | 54% | 60% | -6% | No |
| Designed telework (job designed to be performed remotely and may be full- or part-time) | 72% | 58% | 14% | No |
| Employee discount program | 70% | 57% | 13% | No |
| Floating holidays | 60% | 56% | 4% | No |
| Performance sharing for organizational objectives (long-term) | 58% | 56% | 2% | No |
| Paid parental leave (e.g., nonmedical maternity, paternity, adoption) | 66% | 53% | 13% | No (utilization of accrued sick, vacation or personal leave is available though) |
| Legal insurance, referral or consultation | 54% | 51% | 3% | No |
| Formal coaching/mentoring | 53% | 51% | 2% | No |
| Frequent performance check-ins (at least quarterly) | 59% | 50% | 9% | No (nothing required) |
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| Commissions | 55% | 14% | 41% | No |
| Geographic or locality differential | 50% | 13% | 37% | No |

## Employee Focus Groups

L-ICMA conducted on-site stakeholder retention and recruitment interviews on March 28 and 29, 2022. Ten (10) employee interviews were held over the two (2) days and represented Town employees with varying tenure and responsibility within the organization. These interviews were conducted as facilitated focus group discussions with approximately 5- 10 participants in each group. Targeted employment demographics included:

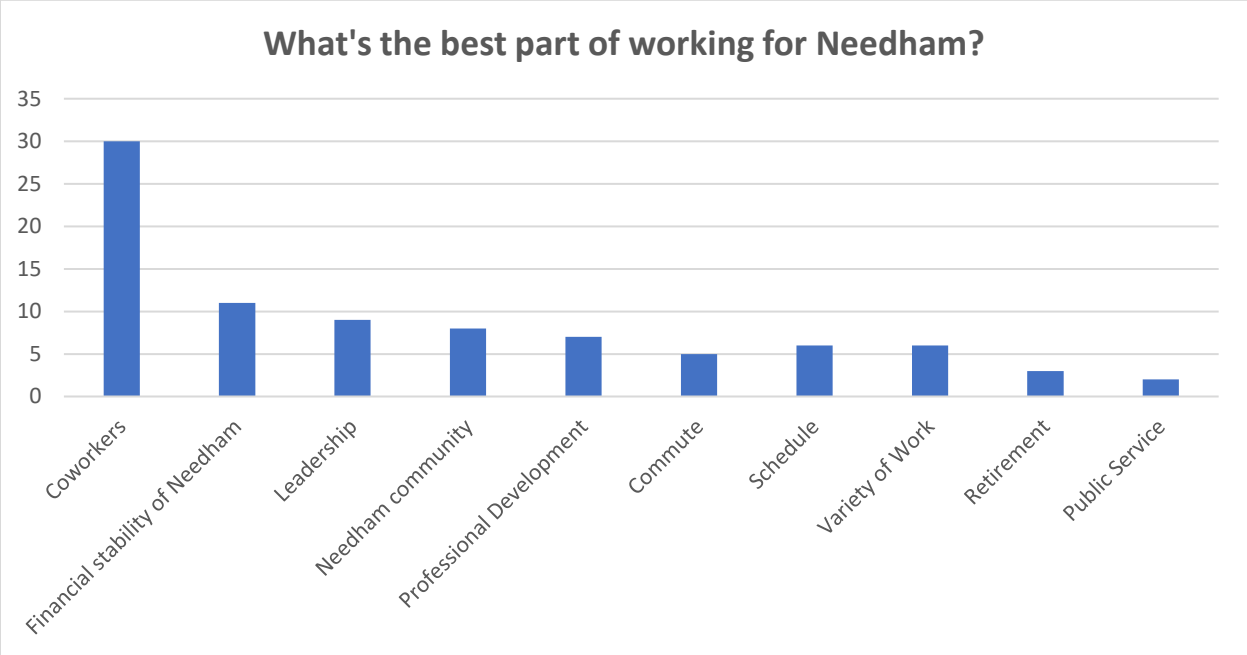
- 10 or more years tenure in Needham
- 4 to 9 years tenure in Needham
- 3 or fewer years tenure in Needham (two groups interviewed)
- 6 months or less tenure in Needham (three groups interviewed)
- Managers and Supervisors
- Hard to recruit positions
- Public Safety

L-ICMA also visited various Town facilities and spoke with staff at Town Hall, the Recycling and Transfer Station, the Department of Public Works, and the Fire Station.

The focus group participants were asked to share their thoughts about Needham as a community and organization in which to work.

The responses and information received during the interviews were used to help better understand what attracts employees to apply to work for the Town of Needham, what makes employees stay, and what can be done to attract others to Needham. (Responses by facilitation group included in the appendices).

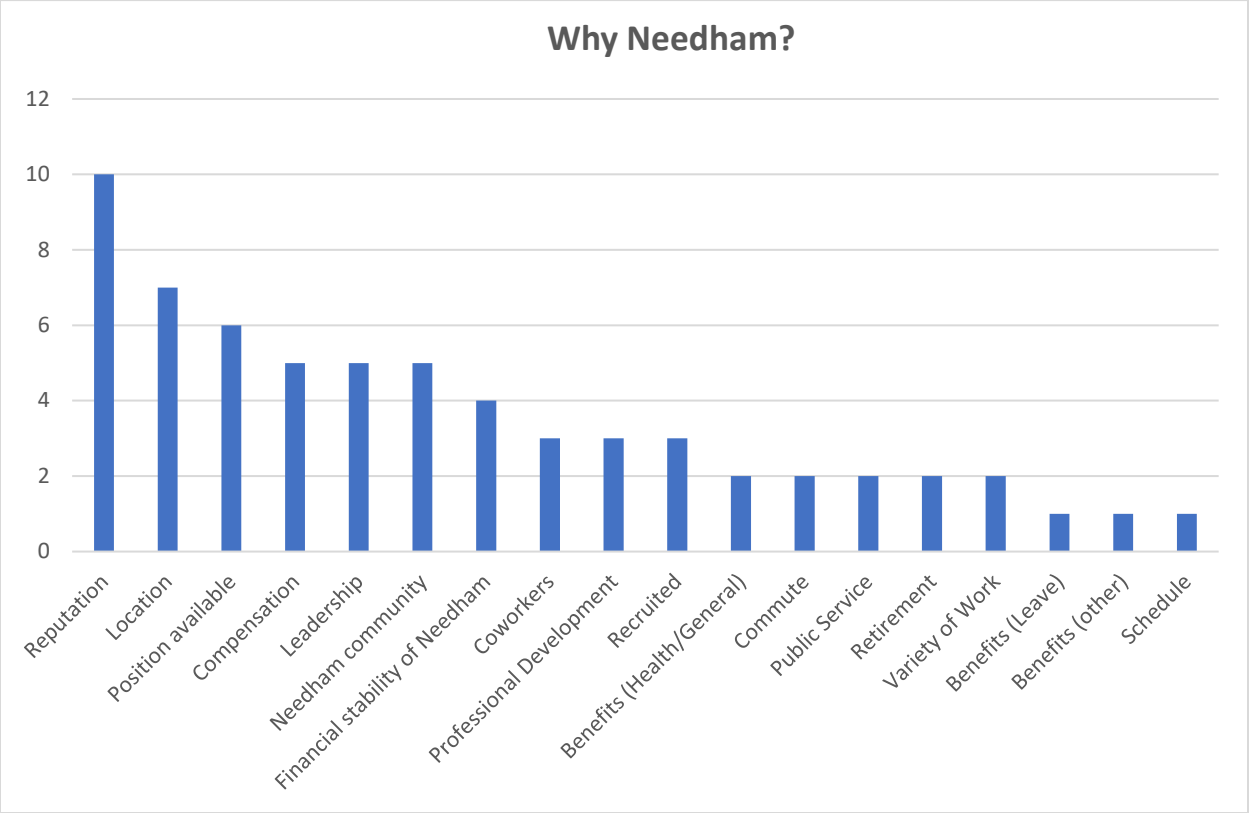
Interviews were organized onto three (3) distinct discussions focusing on compensation, employee benefits, organizational culture, and diversity. The same discussion format and guided questions were used for all focus groups regardless of tenure or responsibility within the organization. To begin the interviews, participants were asked to write down what they believed was the best part of working for Needham. These responses were displayed and discussed by the group. The 92 recorded responses were categorized into ten (10) groups. 30 respondents indicated that their coworkers were the best part of working for Needham.

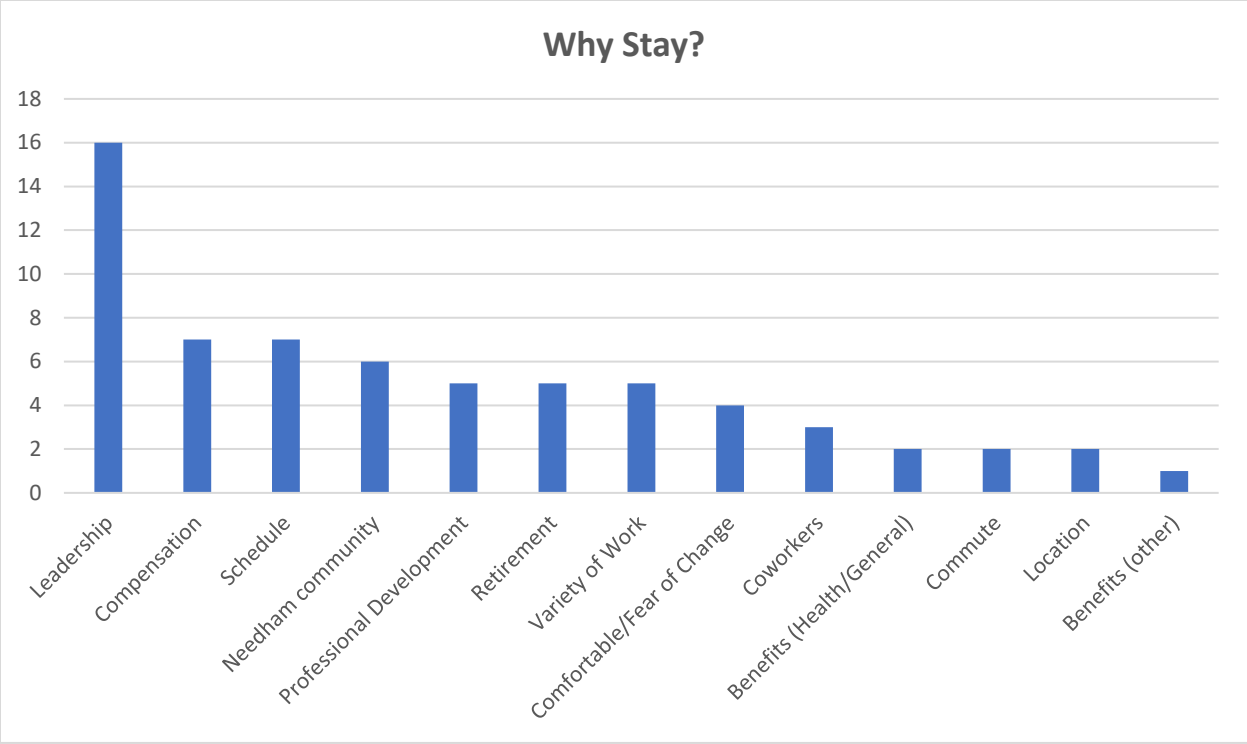


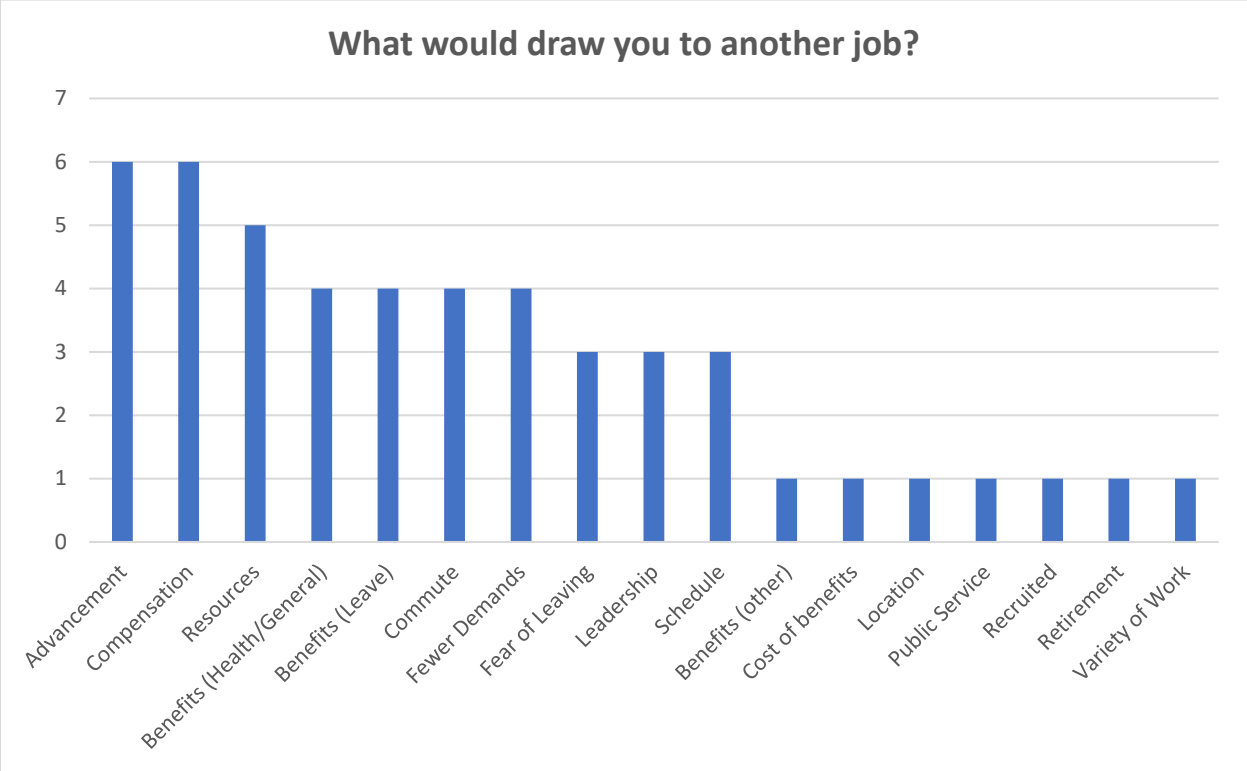
**Organizational Culture**

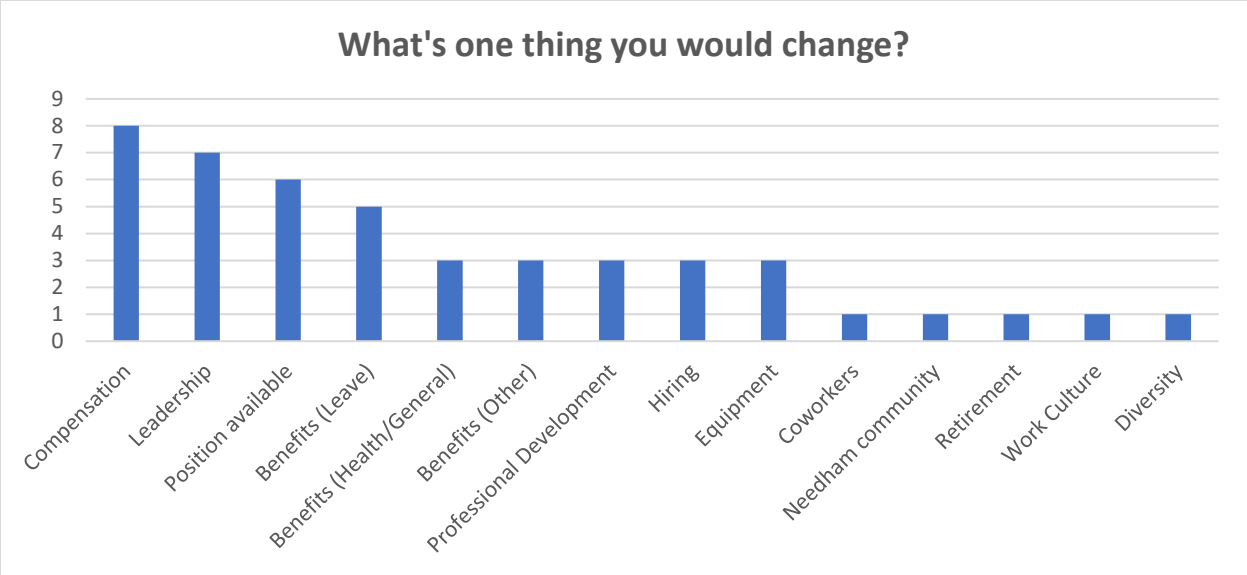
The group was then encouraged to discuss organizational culture with the following facilitated discussion questions:

- Why did you look at Needham for employment?
- Why have you stayed in Needham?
- What would draw you to another job?
- What is one thing you would change if you could?



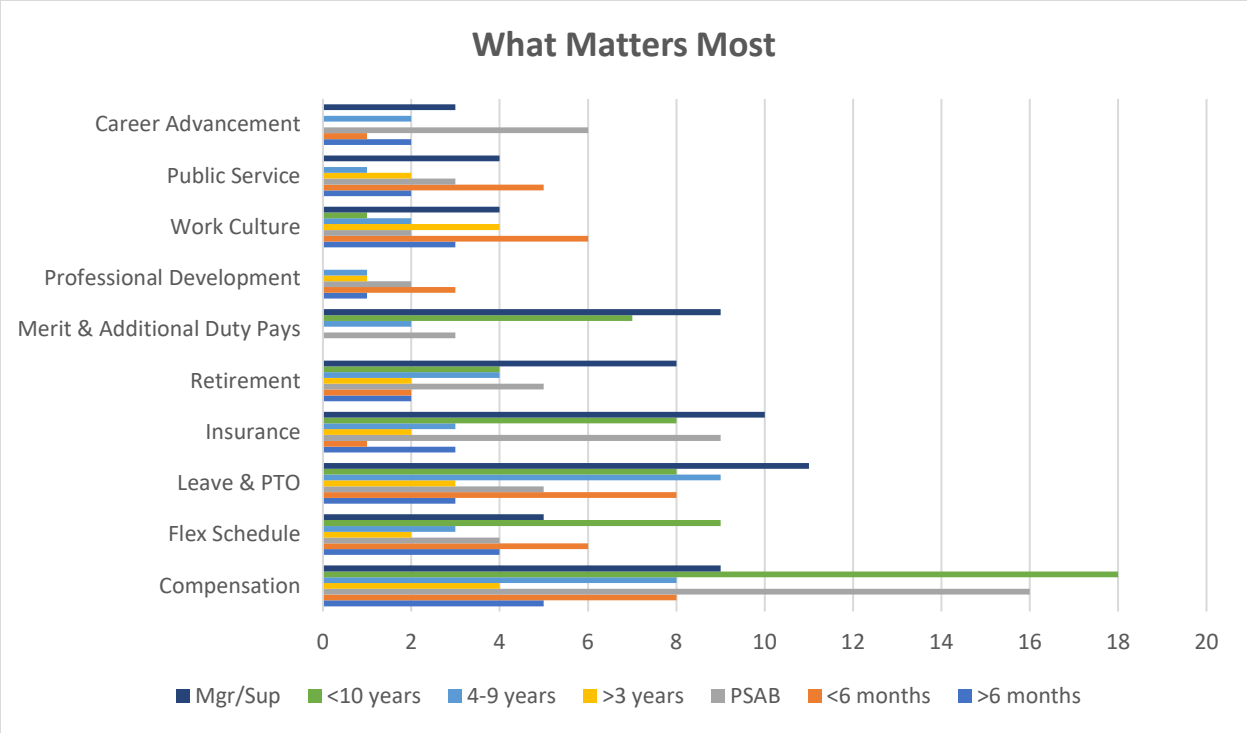

Why Stay?
18
16
14
12
10
8
6
4
2
0
Leadership
Compensation
Schedule
Needham community
Professional Development
Retirement
Variety of Work
Comfortable/Fear of Change
Coworkers
Benefits (Health/General)
Commute
Location
Benefits (other)


What would draw you to another job?
7
6
5
4
3
2
1
0
Advancement
Compensation
Resources
Benefits (Health/General)
Benefits (Leave)
Commute
Fewer Demands
Fear of Leaving
Leadership
Schedule
Benefits (other)
Cost of benefits
Location
Public Service
Recruited
Retirement
Variety of Work




**Compensation and Benefits:**
Participants were given five stickers and asked to place them on the employment items that mattered most to them in their career – regardless of the job or employer. Participants were able to place multiple dots in a single category if they felt strongly about its importance. The categories were as follows:

- Compensation
- Flexible Schedule
- Leave / Paid Time Off
- Insurance
- Retirement
- Merit & other additional pay opportunities (Add. Pays)
- Professional Development Opportunities
- Satisfaction with work environment and culture
- Public Service (the ability to serve the public)
- Career Advancement Opportunities




**Benefits:**

Participants were asked about the benefits offered to Needham employees through the following series of discussion questions:

- What is the most important benefit Needham currently offers?
- Are there benefits that could be better, if so, how?
- Are there benefits you do not use/care for?
- Are there benefits that interest you that are not provided?

**Diversity:**

As requested, diversity awareness discussion questions were included with a goal of determining how well participants understood what diversity is and how well they believed that the Town of Needham was doing at meeting its goal of building a more diverse workforce.

- What do you think of when you hear the word diversity?
- What are examples of ways Needham currently promotes diversity in its workforce?
- What are additional ways Needham could promote diversity in its workforce?

**How focus groups defined diversity:**

- People from different backgrounds
- Encourages diversity
- People from all over the world working as one for a common goal
- Different backgrounds
- People who work in town hall represent community
- Interview process has very specific questions
- Representation from different social groups & background - open & inclusive
- Accepting all walks of life, race creeds colors
- Different backgrounds, skills & abilities
- Don't look like me

- Multicultural, age, respect, different backgrounds
- Gender. Race. Age. Color
- Multicultural
- Inclusion everybody can be part, no one is left out
- Different people. Different cultures. Different backgrounds
- Couple teams - diversity initiatives. NUARI
- Do better in recruiting. Needham is very white
- Lots of initiatives are not within the organization, but within the community
- On-site training for current employees so they can move up
- Some financial diversity of committees

## Key Findings

**Key Finding #1: Needham employees enjoy the work, the work culture, and the leadership.** Participants were positive about the environment and opportunities in Needham. A very common response to the best part about working for Needham was the people with which they work. Additionally, L-ICMA heard numerous unsolicited comments related to the professionalism of and the support from Town Management.

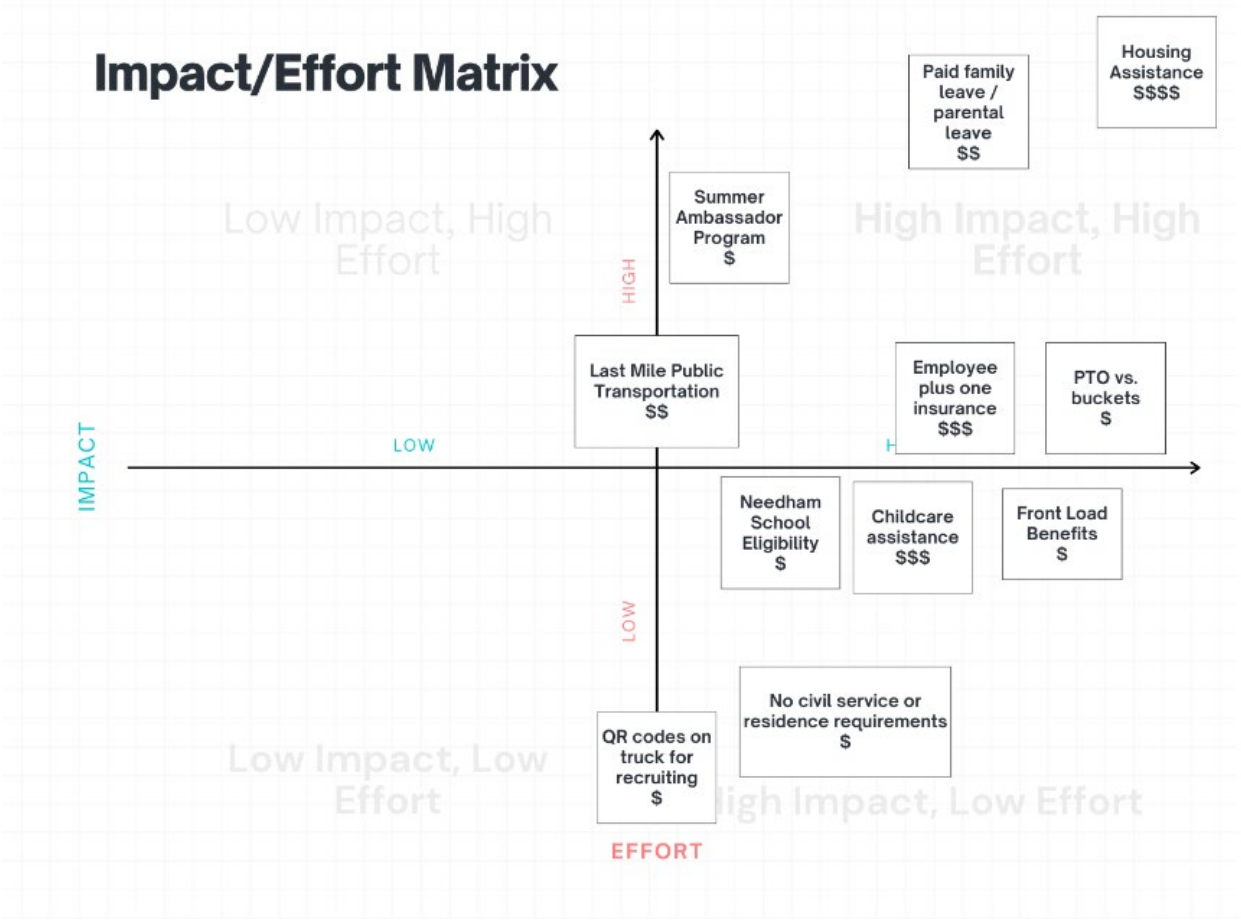
**Key Finding #2: While an initial concern for Town leadership, length of commute did not appear to be a concern for those residing outside of Needham**. In fact, while very few participants live in Needham, the majority of participants stated the short commute time to Needham as a benefit.

**Key Finding #3: Several small, but impactful changes could be made to both attract and retain existing employees**. Demonstrating care of the employees as individuals and supporting their whole self while they work for the Town of Needham will set Needham apart from the competition and make it an employer of choice. From the hours of interviews and in-depth discussions, L-ICMA developed a list of specific and actionable recommendations from the participants:

- **Needham school eligibility** for all Needham employees. The Town of Needham has excellent schools that could serve to attract top talent and retain existing employees.
- **Last mile public transportation.** The Town of Needham has direct and convenient access to public transportation that expands its potential talent pool. Several participants expressed concern that once in Needham, only Town Hall was in proximity to the transit stop. Ride share, bike share, or other easy to access transportation to other Town facilities could remedy this concern.
- **Summer ambassador program.** A paid intern program offering a pipeline of potential talent to serve the Town of Needham in the future. A mixed cohort of interns from across Town operations could cross-train together, support each other, and meet to discuss innovative Town operation ideas and emerging leadership skills.
- **No civil service or residence requirements.** Due to the high cost of housing and existing demographics in the Town of Needham, any civil service or residency requirements will greatly limit the potential talent pool and reduce the diversity of the workforce.
- **Employee plus one insurance.** This recommendation was stated many times throughout the discussions with interest from members of households that either do not yet have children or whose children have left the home.
- **Housing assistance.** Citing the high cost of housing and transportation in Needham and the greater Boston area, participants felt that the only way for employees to live in Needham and therefore reduce transportation costs is to either offer housing assistance or for “town housing” (akin to “company housing” of the past) to be developed in Needham.
- **Paid family leave / parental leave.** This additional benefit was recommended a number of times in support of employees with young families or those with aging parents needing care.
- **Childcare assistance.** Childcare costs are high in and around Needham. The ability to have a child close to a parent at work was mentioned as an important benefit by parents with small children. It

can also be a benefit to the employer since closing times of faraway childcare facilities may mean employees need to leave work earlier. Childcare assistance could be in the form of additional compensation or through an employer sponsored childcare facility.

- **QR codes on trucks for recruiting.** This recommendation came from one of the participants and is a creative and low-cost way to advertise jobs on the very vehicle or equipment that prospective employees may operate!
- **PTO instead of buckets.** Shifting to a Personal Time Off (PTO) bank in lieu of distinct buckets for vacation time, sick time, etc. can offer additional flexibility for staff and allow the employee to step away from work without identifying the need for the time off. In addition, it may reduce stigma surrounding mental health and provide more privacy for those living with chronic illness.
- **Front-loaded benefits.** This additional benefit may help attract top talent that is currently happily employed elsewhere. Changing jobs is a huge decision once established in a successful career. To make a move to the Town of Needham more attractive, a front-loaded bank of PTO should be offered. Introductory or probationary periods that restrict the use of vacation time are quickly becoming a thing of the past as employers show their staff appreciation and trust by providing this benefit as soon as employment begins.



# Recommendations

The site visit, as well as the focus groups and employee surveys, helped the team determine if the Town of Needham has the components to meet standards of being an employer ideally situated to recruit and retain top talent among its workforce compared with our research of current trends within the public and private sectors. These recommendations are made to guide the Town of Needham to more comprehensively address the wants and needs of their employees as well as position them to attract new ones.

The findings from both the benchmarking and employee focus groups helped the L-ICMA Team develop four (4) general recommendations.

1. **Define the mission and role of the Town of Needham's Human Resources Department** to position the department to be more strategic. Shifting from an administrative department to a strategic department will require better employee on-boarding and on-going communication, as well as organizational development, training, and recognition programs to ensure employees understand and appreciate the programmatic offerings of the HR department and what individual departments are responsible for within those offerings.
2. **Study new benefit offerings** to include adopting a paid time off (PTO) bank and implementing a short-term disability insurance program, paid paternity leave, and dependent care subsidies.
3. **Adjust the Town's compensation philosophy to be more incentive-based** to encourage continuing education, longevity, high-performance, and employees participating in recruitment.
4. **Explore options to adjust recruitment strategies**, such as encouraging and advertising workplace flexibly; targeted recruitments for veterans, historically underserved communities, community and technical colleges, and high schoolers; and developing a more robust internship or summer ambassador program. Hiring supervisors need to understand the process and what can be offered to potential employees. Training to help hiring managers think through equity issues when negotiating pay and paid time off will also help address concerns highlighted in the focus groups.

In advance of these efforts, it is advisable for the Town to reinitiate its employee engagement survey to confirm findings from the literature review and focus groups. Before too much time and resources are expended, it will be helpful to benchmark what benefits a broad segment of the organization believes to be valuable.

The other benefits for the Town to consider were brought up repeatedly in focus group discussions. A more robust description of these options is discussed below. Ten (10) or more focus group items appeared to be recurring:

1. **Needham Public Schools** – allowing employee's children to attend Needham Public Schools;
2. Addressing **last mile transit issues** – Needham is close to metro stops, but many Town buildings are not within walking distance of those stops;
3. **Residency requirements** – Some positions have residency requirements, but few employees can afford to live in Needham;
4. Offering health insurance that covers an **employee plus a spouse**, in addition to employee plus family coverage;
5. Providing **housing assistance;**
6. Providing **paid family or parental leave;**
7. Providing **childcare assistance;**
8. Transitioning vacation and sick leave accruals to a general **paid time off (PTO) bank;**
9. Front-loading **paid time off upon hiring and**
10. Reviving the **summer ambassador and internship programs**, placing **recruitment QR codes** on Town vehicles, and considering the use of recruitment firms for hard to fill positions.

A summer ambassador program will allow interested high school and/or college students to intern or work for the Town to gain experience and create a pipeline of prospective employees. Convening a cohort of interns each summer allows them to have periodic meetings to discuss leadership and public service with mentors and peers and will further the efforts to cultivate a generation of future public servants.

Additionally, the HR Department currently functions in a support capacity and the entire organization and community could benefit from them being a more strategic business partner. The current HR Team is excellent; however, it is difficult to focus on the bigger picture and being more proactive without having the necessary staff and resources to accomplish this vision. The recommendation is to conduct a study to more accurately identify the needs that are essential to allowing the HR Team to focus on more targeted recruitment, creating an environment that focuses on the entire lifecycle of an employee from onboarding to offboarding. Managers within the organization play an integral role as well as they must own and foster a positive and productive organizational culture. The current Town Manager and her team are very supportive of their employees.

Recruitment efforts should focus on diversity, equity and inclusion and recruiting firms should be utilized for specific positions, such as executives and hard to fill. Recruitment firms can assist by being a conduit to bring talent into the selection process who may not otherwise apply.

There also needs to be a comprehensive onboarding process so employees who come into the organization feel invested in the organization. Organizational culture and having shared core values and organizational vision are extremely important. People leave an organization if the proper culture is not fostered. Culture involves training and developing the individual employee to meet his or her full potential, implementing employee recognition programs on a regular basis, providing for career progression and professional development, even doing proper exit interviews to understand why the employee is leaving and how the Town of Needham can improve in areas identified. Managers should have scheduled check-ins with their employees to ensure that there is regular communication and a clear understanding about how things are going from both the employee's and manager's perspectives to keep employees and management working toward common and shared goals.

Specific to employee benefits, employees cited the attractiveness of being able to have their children attend Needham schools as an incentive. There is also interest in creating a personal time off (PTO) structure rather than having separate sick and vacation leave banks. PTO will allow for more flexibility as well as not have the employee have to identify why here she is taking time off. In addition, it maintains privacy and is free from labeling or judgment.

With younger people entering the workforce, paid family or parental leave is an important incentive to attract them as potential candidates. Childcare assistance is also important to allow employees to achieve a better work-life balance and know that their employer acknowledges the high cost of childcare. In addition, a lot of employees do not work and live in the same town, so having childcare available in the town in which they work is more ideal. In order to entice employees who may not otherwise be looking for starting a new position when they are established with other organizations, it will be more attractive to frontload PTO banks upon hire rather than to have the employee wait six months during an introductory period to be able to request time off if needed.

Incentive pay is an attractive option to encourage employees to grow and to recognize them for career progression. This can take the form of add pays for licensing; longevity pay to reward employees who stay with the Town of Needham; or pay to recognize high performance.

Other recruiting benefits that can attract potential workforce are having flexible hours, remote work positions and flexible workspace that may not require an employee to be on-site for 100% of their work schedule. There is no one size fits all model so it is important to remember that having a variety of programs that speaks to a broad audience is imperative.

Again, it is necessary to emphasize that overall Town employees seem satisfied and feel supported by their current Town leadership. Although the organization provides comprehensive benefits for their employees, there is still room for improvement. In order to make adjustments to move toward developing well-integrated and comprehensive programs, the ideal components identified in the study will be extremely useful tools for helping develop the Town's programs.

Appendix C confirms the ideal benefits program based on the literature and summarizes components Needham currently has as well as those not currently in place.

# Conclusion

It was truly an honor to participate in the L-ICMA effort to assist Needham with their recruitment and retention concerns. The Team enjoyed meeting Kate Fitzpatrick and her team and cannot express enough gratitude for their insight, generosity, and hospitality. It is very meaningful to be able to explore and uncover insights within another organization's operations. Each Team member brings more knowledge and expertise back to their home organizations because of the unique opportunity offered through L-ICMA.

A special thanks is owed to Chuck Murphy-Romboletti for his tireless support of this effort. He fielded countless emails and questions with incredible insight and responsiveness.

Further, every employee the Team interviewed expressed appreciation for the time and effort taken for this important project. Needham is a special organization and the work they do is admirable.

The Team looks forward to hearing about Needham's continued success in the future and will leave a door open for anyone in Needham to visit any time.

# Appendix

Appendix A: SHRM State of the Workforce

Appendix B: WorldatWork 2021 Total Rewards Inventory Programs & Practices

Appendix C: Needham versus the Practical Ideal Type

Appendix D: Needham Focus Group Dataset

Appendix E: Needham Focus Group Demographics

SHRM

# State of the Workplace Study

## 2021-2022

shrm.org

220190

# Looking Back

# SHRM State of the Workplace Study

What were the greatest challenges of the past year? How effective were U.S. organizations in their actions? What struggles are U.S. organizations currently facing and what priorities and plans will lead them in 2022?

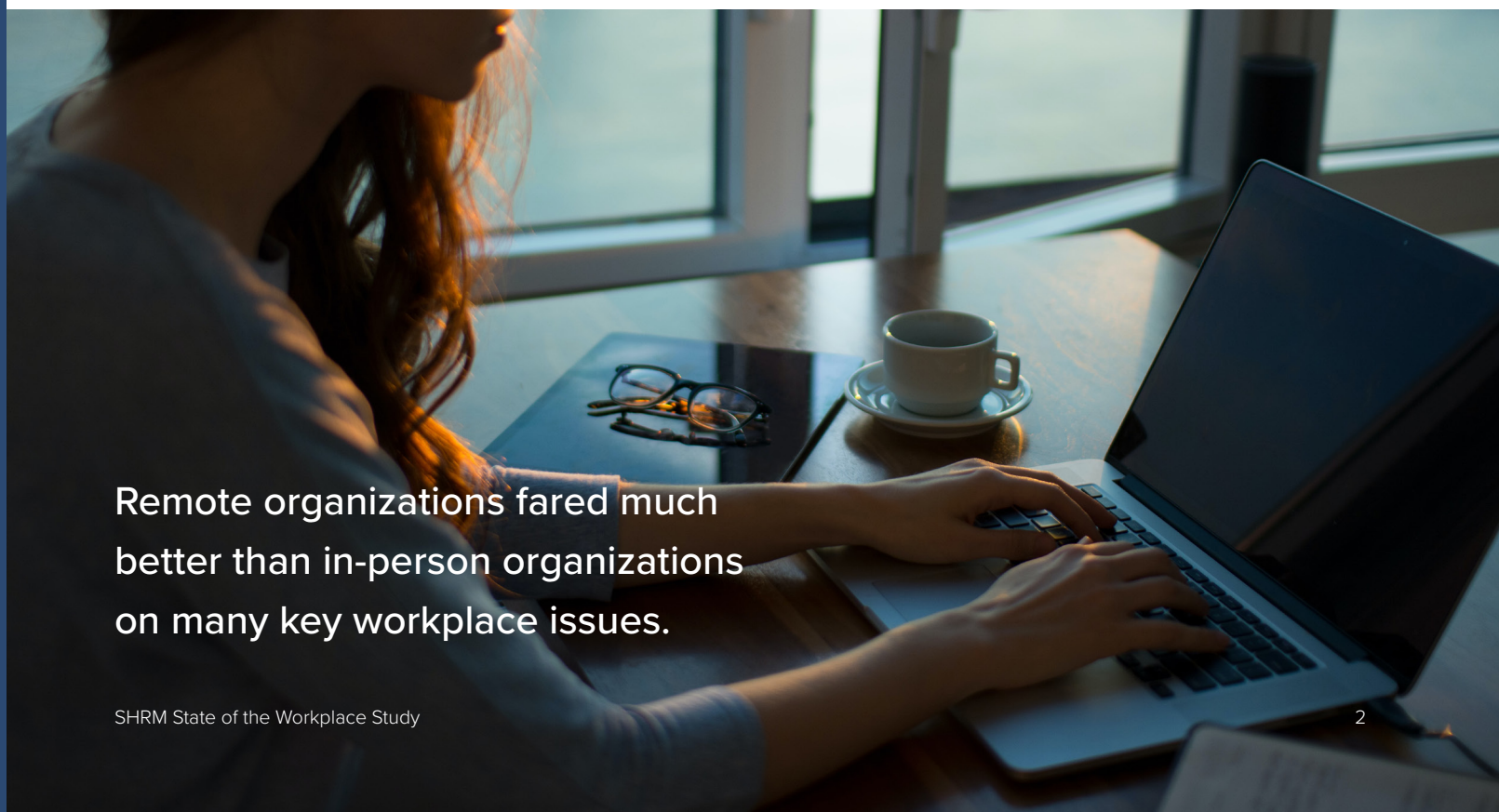
Instead of speculating, the Society for Human Resource Management (SHRM) surveyed two groups (U.S. workers and HR professionals) to get a picture of the State of the Workplace – how it went in 2021 and what to expect in 2022.
When it comes to successes in 2021, organizations were able to effectively manage the various issues associated with the COVID-19 pandemic. On the other hand, talent issues were their greatest struggles, although primarily remote organizations were more effective than in-person organizations when it came to both retaining their current employees and recruiting skilled applicants.

For 2022, HR budgets are growing, and the greatest growth areas are:

- Talent acquisition
- HR employee compensation
- Training and development

Accordingly, the vast majority of organizations are planning to increase headcount and develop their people managers to support their organization's talent needs and to improve their soft skills.

*** indicates reported differences are statistically significant ($p < .05$)*



Remote organizations fared much better than in-person organizations on many key workplace issues.

# Looking Back

## Organizations' top challenges reflect the Great Resignation and COVID-19.

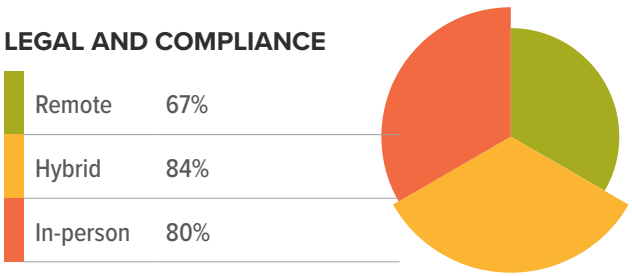
With the various challenges organizations faced in 2021, **Labor Shortages, Legal and Compliance**, and **Health and Safety** were the most cited by HR professionals.

**2021 ORGANIZATIONAL CHALLENGES**

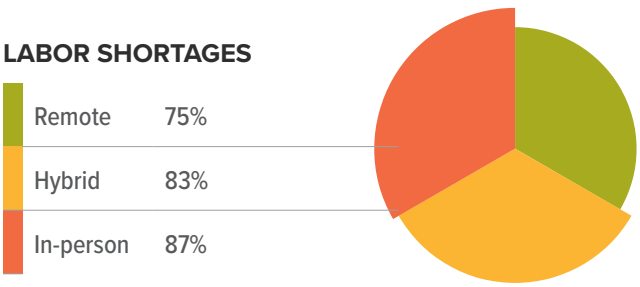
**84%** of organizations reported labor shortage challenges in the past year.

Results revealed remote organizations fared better than in-person on the top two challenges of labor shortages and legal and compliance concerns.**

**LEGAL AND COMPLIANCE**




**LABOR SHORTAGES**



# Looking Back

## HR professionals and U.S. workers agree organizations' actions in response to COVID-19 were very successful.

Both **HR professionals** and **U.S. workers** rated the effectiveness of 24 different workplace actions from 2021.

The same top three most effective actions were found for both groups. Overall, these top-rated actions suggest **organizations navigated the COVID-19 challenges well** while keeping **workers safe** and with **good health care** coverage.

**1**

Navigating COVID-19's continued impact on our workforce and safety practices.

**2**

Providing good (affordable, comprehensive) health care coverage.

**3**

Adjusting to policy changes from the administration.

# Looking Back

## Organizations fell short when it came to the twin talent challenges of recruitment and retention.

Although perspectives varied between HR professionals and U.S. workers, actions ranked low in effectiveness show organizations fell short on talent-related actions.

Close to the bottom of lists for both HR professionals and U.S. workers were:

- Finding and recruiting talent with the necessary skills
- Retaining top talent
- Creating succession plans for key roles

Notably, developing more effective people managers was the lowest-rated area for U.S. workers.

On these issues of talent, remote organizations were rated **1.5** to over **2.5** times more effective than in-person.

**+28**

**Finding and recruiting talent with the necessary skills**

(46% effective for remote organizations v. 18%*)

**+15**

**Maintaining employee morale and engagement**

(43% effective for remote organizations v. 28%*)

**+15**

**Retaining top talent**

(47% effective for remote organizations v. 32%*)

** for in-person*

# Looking Back

## HR departments received pretty good grades, although they did not receive top marks from U.S. workers.

**HR departments** earned **passing grades** for effectiveness in 2021, although **U.S. workers gave somewhat lower ratings.**

**Overall HR grade from HR professionals**

Only 1% HR professionals gave their HR department an F

**Overall HR grade from U.S. Workers**

6% of U.S. workers gave their HR department an F

HR's grades hinged largely on **talent-related actions** which were the most important drivers of the overall HR grade for both HR professionals and U.S. workers.

The top drivers of HR's grade for HR were focused on communicating with, managing, and retaining current talent.

The top drivers of U.S. worker's grades for HR focused on getting the right talent through the door and keeping them.

| RANK | HR PROFESSIONALS |
|---|---|
| 1 | Improving organizational communication |
| 2 | Maintaining employee morale and engagement |
| 3 | Facilitating fair & effective performance evaluations |
| 4 | Retaining top talent |
| 5 | Developing more effective leaders/people managers |

| RANK** | U.S. WORKERS |
|---|---|
| 1 | Retaining top talent |
| 2 | Finding & recruiting talent with the necessary skills |
| 3 | Maintaining employee morale and engagement |
| 4 | Creating succession plans for key roles |
| 5 | Facilitating fair & effective performance evaluations |

# Looking Back

## HR is getting respect from leaders in their organizations, but departments are often working without enough resources.

The good news is that HR's work is getting noticed as they are garnering respect and attention in the workplace.

**83%** of HR respondents agreed they were "Relied upon by senior leaders to help navigate new situations or practices."

**73%** agreed that their HR department was: "Recognized by senior leaders as **crucial** to the business function."

Unfortunately, additional work for HR did not match the resources offered. In particular, larger organizations felt this strain more than smaller or midsize organizations.**

**72%** of HR professionals indicated that their HR department was working **beyond capacity** and stretched **too thin**.

| | WORKING BEYOND CAPACITY | WORKING WITHOUT ENOUGH STAFF |
|---|---|---|
| **Small (>100 employees)** | 59% | 57% |
| **Medium (100-499 employees)** | 75% | 69% |
| **Large (500+ employees)** | 82% | 75% |

# Looking Back

## Finding and keeping talent remain top issues for HR departments, although remote organizations are better positioned for the future.

When asked about their **greatest challenge to finding talent**, one top reason emerged.

**72%**

Lack of well-qualified candidates

**+15** (76% of in-person organizations reported this challenge v. 61% of remote orgs)**

In addition, two other important challenges were found:

**31%**

Limited work flexibility (hours, location)

**+37** (45% of in-person organizations reported this challenge v. only 8% of remote orgs)**

**41%**

Uncompetitive compensation

When considering **recent trends** in resignation rates (past 1 to 3 months), many organizations report that more people have been resigning recently, indicating that **organizations are still feeling the effects of the Great Resignation**. In particular, **twice as many large organizations** are reporting more recent resignations when compared to small organizations.

**39%**

of HR professionals report that their organization is seeing **more recent resignations** in the past 1 to 3 months, while only 10% report fewer resignations.

**26%**

of small organizations reported climbing resignation rates

**53%**

of large organizations reported climbing rates**

# Looking Back

## Recruitment and retention remain top issues for HR departments, with potential payoff for Diversity, Equity and Inclusion.

Is there a potential payoff for the twin talent challenges when it comes to diversity, equity and inclusion (DE&I)? Organizations that were effective at **achieving greater workplace DE&I** during the last year also fared better with the challenges of recruitment and retention.

Organizations with ineffective DE&I initiatives were 32% more likely to have **climbing recent resignation** rates than organizations with highly effective DE&I.

**-11** (34% highly effective 2021 DE&I v. 45% low effective)**

While the lack of well-qualified candidates was problematic for all organizations regardless of DE&I effectiveness in 2021, effective DE&I organizations seemed to face **fewer recruitment challenges** than ineffective DE&I organizations.

Limited to no flexibility in work (e.g., hours, remote work).
**-17** (22% highly effective 2021 DE&I v. 39% low effective)**

Undesirable organizational culture/work environment.
**-15** (5% highly effective 2021 DE&I v. 20% low effective)**

No career advancement opportunities to offer candidates.
**-13** (15% highly effective 2021 DE&I v. 28% low effective)**

# Looking Ahead

## Organizations continue to prioritize twin talent challenges and their pandemic response.

HR professionals report that organizations are prioritizing efforts in 2022 to focus on the talent challenges that were problems in 2021.

**1**

Maintaining employee morale and engagement (**80%** of organizations)

Highest priority for 2022, ranked 19th for effectiveness in 2021

**2**

Retaining top talent (**78%** of organizations)

2nd-highest priority for 2022, ranked 16th for effectiveness in 2021

**3**

Finding and recruiting talent with the necessary skills (**68%** of organizations)

3rd-highest priority for 2022, ranked 21st for effectiveness in 2021

**4**

Navigating COVID 19's continued impact on our workforce and safety practices (**62%** of organizations)

4th-highest priority for 2022, ranked 1st for effectiveness in 2021

Although most HR professionals reported their organizations effectively addressed the impact of COVID-19 in 2021, navigating the pandemic remains a priority for the immediate future.

Medium and large organizations placed a higher priority on COVID-19 for 2022 than small organizations. With more employees, these organizations likely face more concerns while also having to navigate these concerns among larger systems and structures. These large organizations often have to comply with more legislation, such as court rulings on mask and vaccine mandates.

Navigating COVID-19's continued impact on our workforce and safety practices **+13** (68% for large organizations v. 55% for small orgs)**

# Looking Ahead

## While remote organizations are prioritizing DE&I, in-person organizations are focused on reducing costs and improving efficiency.

In previous years, DE&I initiatives were mostly geared toward in-person work environments. Fully remote offices may be contending with identifying which of these initiatives can be implemented virtually, what new DE&I concerns are arising (for example, who is "out of mind" when they are "out of sight"?), and how to foster a culture that promotes DE&I in a virtual environment.

**ACHIEVING GREATER WORKPLACE DIVERSITY, EQUITY, AND INCLUSION**

| | |
|---|---|
| Remote Orgs | 47% |
| In-Person Orgs | 26% |

There's no question that eliminating brick-and-mortar facilities can be a major cost saver for some organizations. Additionally, without the need to spend time commuting to the office, there is some evidence that people who work remotely can increase their productivity. Taken together, it seems likely that in-person organizations may have to contend with these issues more so in 2022.

**FINDING WAYS TO REDUCE COSTS/IMPROVE EFFICIENCY**

| | |
|---|---|
| Remote Orgs | 35% |
| In-Person Orgs | 50% |

# Looking Ahead

## HR professionals predict **limited resources** and **resistance to change** as greatest barriers for achieving priorities.

When it comes to achieving 2022 priorities, HR has what it takes in terms of training, technology, and action plans. However, key barriers involve the support of those in positions of power. In other words, HR will need buy-in from those who have say in resource allocation and are in positions of influence for interrupting the status quo.

**GREATEST BARRIERS TO ACHIEVING ORGANIZATIONAL PRIORITIES**

| | |
|---|---|
| Limited time or dedicated personnel | 42% |
| Employee resistance to change | 40% |
| Current organizational cultural norms | 39% |
| Lack of budget | 38% |
| Senior leadership support/buy-in | 37% |
| Lack of necessary skills/training | 25% |
| Limiting or limited technologies | 14% |
| Uncertainty regarding the best actions to take | 11% |
| HR department support/buy-in | 6% |

Compared to smaller organizations, larger organizations are more likely to view **organizational norms** as a barrier.

- Current organizational cultural norms. **+12** (45% for large organizations v. 33% for small organizations)**

Larger organizations often need formal systems and structures to coordinate their efforts. These systems and structures may also serve to foster and reinforce cultural norms that limit adaptation to changes, like a rigid chain of command.

Compared to in-person organizations, fewer remote organizations view resistance to change as a barrier.

- Employee resistance to change. **-16** (29% for remote organizations v. 45% for in-person organizations)**

This difference presents the question: Are employees in remote organizations more open to change because they have already adopted a virtual work environment? Even if employees didn't start as a remote employee, having a remote workplace may lead to an increase in capability to handle future changes.

# Looking Ahead

## HR shows promise as a growing field as it gains resources and sharpens its focus.

For a number of HR professionals, the answer is promising as 34% are planning for an increase in HR headcount and 47% expect an increased HR budget.

### Anticipated 2022 HR metrics

**34%↑ | 4%↓**
HR Headcount

**47%↑ | 6%↓**
HR Budgets

Of those reporting an increased budget, two-thirds indicated a planned increase of greater than 4% over 2021.

**This is based on the 40% of the sample that knew their 2022 budget.*

Specific HR areas with most planned budget increases:

- Talent Acquisition: 45% increased budget for 2022
- HR Employee Compensation: 38% increased budget for 2022
- Employee Training and Development: 35% increased budget for 2022

For DE&I efforts, fewer report a budget increase, but there were important differences by organization size:

- 16% of small organizations report an increase in this area, but 31% of large organizations report an increase**

# Looking Ahead

## Organizations plan to increase employees – and many plan to bring them back to the office.

### 2022 PLANS FOR ORGANIZATIONS

| | | |
|---|---|---|
| LABOR | Increase your employee headcount | 78% |
| LABOR | Bring more of your workforce back to in-person work | 48% |
| LABOR | Transition more of your workforce to full-time remote work | 13% |
| LABOR | Increase the number of contingent or gig economy workers you hire | 13% |
| LEADERSHIP | Train people managers on their roles in supporting your organization's talent management strategy | 81% |
| LEADERSHIP | Improve soft skills (e.g., empathy, compassion, communication) of people managers to better meet the expectations of the current workforce | 77% |
| DE&I | Specifically recruit from more diverse and/or underutilized talent pools | 63% |
| DE&I | Implement a new DE&I initiative or expand on existing one | 59% |
| DE&I | Improve flexibility and leave policies to better fit the needs of current workforce (including those with dependent care responsibilities) | 52% |
| DE&I | Offer increased mental health benefits or coverage to employees | 42% |
| DE&I | Conduct a voluntary pay audit to proactively assess for any gender-related disparities in compensation | 38% |
| DE&I | Allocate more resources to addressing racial injustice in the workplace | 31% |
| DE&I | Conduct a voluntary assessment of intersectional-related disparities | 30% |
| DE&I | Implement corporate social justice initiatives | 27% |

**HR professionals were asked about their organization's plans for 2022 in three key areas: labor, leadership, and DE&I.**

**LABOR**: While most participants report their organization plans to increase employee headcount, many are also planning to bring more people back to the office. Will those plans end up competing as the general trends show remote organizations fare better with retention and recruitment?

Compared to smaller organizations, larger organizations also had greater endorsement for plans to take away remote work. Bring more of your workforce back to in-person work. +23 (61% for large organizations v. 38% for small organizations)

**Organizations also plan to develop leaders to meet the talent management needs and employee concerns of today.**

**LEADERSHIP**: Entering the 3rd year of the pandemic, we're now living in somewhat precedented times and have seen leaders' impact on the success organizations.* Planning to invest in leadership skills – specifically interpersonal skills – and leaders' ability to execute talent management strategies is likely a beneficial plan to support, motivate, and ultimately retain workers.

**Meanwhile, DE&I initiatives take a back seat for organizational plans.**

**DE&I:** While some initiatives that support DE&I are planned for 2022, many activities that go beyond typical requirements – yet are still important – may be ignored or unaddressed for the majority of organizations in this upcoming year.

# Looking Ahead

## When it comes to DE&I, organizations with highly effective DE&I achievements from last year were more likely to have plans to keep up the momentum in 2022. These plans include:

Implement corporate social justice initiatives

**+28**

49% of highly effective orgs in 2021 DE&I v. 21% of low effective orgs

Allocate more resources to addressing racial injustice in the workplace

**+19**

43% of highly effective orgs in 2021 DE&I v. 24% of low effective orgs

Conduct a voluntary assessment of intersectional-related disparities in employment practices

**+19**

42% of highly effective orgs in 2021 DE&I v. 23% of low effective orgs

Offer increased mental health benefits or coverage to employees

**+16**

40% of highly effective orgs in 2021 DE&I v. 24% of low effective orgs

Specifically recruit from more diverse and/or underutilized talent pools

**+13**

38% of highly effective orgs in 2021 DE&I v. 25% of low effective orgs

*Unfortunately, very few of the organizations that were ineffective in addressing DE&I issues last year have plans for improving their DE&I in 2022.*

Compared to smaller organizations, larger organizations have more plans for improving DE&I in 2022.

Specifically recruit from more diverse and/or underutilized talent pools

**+31**

80% of large orgs v. 49% of small orgs

Implement a new DE&I initiative or expand on existing one

**+27**

74% of large orgs v. 47% of small orgs

**Remote** organizations also have more plans addressing DE&I when compared to in-person organizations.

Implement a new DE&I initiative or expand on existing one

**+21**

64% of remote orgs v. 43% of in-person orgs

Allocate more resources to addressing racial injustice in the workplace

**+17**

37% of remote orgs v. 20% of in-person orgs

# Looking Ahead

## To remain competitive, HR professionals foresee increases in employee compensation and benefits, employee development, and internal HR improvements.

When considering actions that their **HR department** could **start** doing to strengthen their competitiveness, several themes emerged from an open-ended question.

**19%**

Many responses indicated the need to **increase benefits and compensation for current and/or new talent**.

- "Offer more competitive wages to existing and loyal employees, and new talent"
- "Lower Insurance Costs"
- "Better compensation, leave policies, work flexibilities"

**10%**

Employee **development and training** was another theme that stood out with numerous responses in this theme referencing the need for *leadership* training.

- **"**Upskilling leaders to be more effective (in general) and better leaders of hybrid and remote teams"
- "Continuing to pour into the development of our current management staff on soft skills and managing a changing workforce"
- "Offer more professional development opportunities"

**7%**

Relatedly, many HR professionals mentioned their need to perform a **compensation analysis** to remain competitive in this area.

- "Research salary ranges in our area to ensure we are making competitive offers to candidates"
- "Perform a compensation analysis and adjust salaries accordingly"

**9%**

**HR department improvements**, often in the areas of additional HR personnel and process improvements, were noted.

- "Grow the size of the HR team"
- "More standardized policies and procedures"

# SHRM State of the Workplace: Research Methodology

SHRM State of the Workplace research includes two surveys and samples, including:

## 1,737

HR professionals in the U.S. from the SHRM membership database

- These respondents took a version of the survey that addressed looking back at organization issues from 2021, as well as looking forward to predictions for 2022.
- Only HR professionals who were currently employed were eligible to participate in this survey.
- Participants were 86% female, 80% white, with an average age of 47, from various industries, and were located across all regions of the U.S. and various U.S. territories.
- All participants were currently employed (99%) or had worked during part of 2021 (1%).
- Participants belonged to small (1-99 employees; 32%), medium (100-499 employees; 35%), and large (500+ employees, 33%) organizations that were operating fully remote (7%), fully in-person (39%), or as a hybrid of remote and in-person (55%).

## 642

U.S. workers from a third-party online panel

- These respondents took a shorter version of the survey that only addressed looking back at 2021.
- Participants were 47% female, 59% white, with an average age of 42, and from various industries located, and were located across all regions of the U.S.
- All participants were currently employed (90%) or had worked during part of 2021 (10%). The majority of participants were working in person at the time of the survey (60%).
- Participants belonged to small (1-99 employees; 33%), medium (100-499 employees; 19%), and large (500+ employees, 47%) organizations.

Survey data collected between December 8 and December 21, 2021, from the HR sample and from December 16 to December 20 for the sample of U.S. workers.

Participant responses indicating not applicable or unknown were coded as missing and excluded from calculations.

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FULL REPORT

# 2021 TOTAL REWARDS INVENTORY PROGRAMS & PRACTICES

FEBRUARY 2022

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# ABOUT WORLDATWORK

WorldatWork is the leading global nonprofit organization for professionals engaged in the critically important practice of Total Rewards. We serve those who are responsible for cultivating inspired, engaged, productive, and committed workers in effective and rewarding workplaces. We guide them in the design and delivery of Total Reward programs with our education and certification; idea exchange; thought leadership; knowledge creation; information sharing; research; advocacy; and networking.

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# OUR METHODOLOGY

WorldatWork invited its broader membership and customer base to participate in an electronic survey on workplace total rewards programs and practices.

Pages throughout the report display respondents' answers to the question "Is the following program offered at your organization to some or all employees?"

A total of 1,008 responses were received, representing U.S. organizations of different sizes and across multiple industries. Email invitations were sent directly to participants on 10/25/2021 and results were collected over a 14-day period. Sample sizes vary by question. Respondents that indicated they weren't sure if a program was offered were removed from individual question sample sizes.

Participants included:

- Total rewards practitioners
- Nonconsultant/nonacademic practitioners
- Consultants who are participating on behalf of a client


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# KEY FINDINGS


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KEY FINDING

# NO. 1

## COMPENSATION PRACTICES STARTING TO RETURN TO NORMAL

- Market-based adjustments (not COLA) are rising to pre-pandemic levels, and similarly, hazard/call-in pay are beginning to level back down.
- Organizations continue to leverage a variety of incentive plans and bonus programs as part of their best compensation strategies to attract and retain talent in the current market.
- Pay equity adjustments continue to be prioritized by organizations despite the economic challenges over the past year.

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KEY FINDING

# NO. 2

## CHANGES IN HOW WORK IS DONE REMAIN IN PLACE

- There is continued growth with organizations purposely designing full-time remote roles over offering occasional or ad hoc telework.
- Telemedicine services stay commonplace with 97% of organizations offering these programs as part of their health-care plan or as a stand-alone program.
- While smaller office gatherings like appreciation luncheons and outings are bouncing back, organizations hold on access to outside seminars and conferences.

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WHAT'S NEW

# NO. 1

## ORGANIZATIONS SUPPORT PAID AND UNPAID CIVIC DUTY

- 74% of organizations offer civic duty pay (e.g., voting, jury duty beyond any legal requirements).
- 47% of organizations offer unpaid civic duty leave (e.g., voting, jury duty).

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WHAT'S NEW

# NO. 2

## ORGANIZATIONS ASSISTING WITH RELOCATION REQUESTS

- 70% of organizations offer relocation upon employer request
- 19% of organizations offer relocation upon employee request

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# INCREASED USAGE IN 2021

The following programs were reportedly offered at significantly higher rates in 2021 over 2020.

| | 2020 | 2021 |
|---|---|---|
| Dental plan | 96% | 99% |
| Prescription drug plan | 96% | 98% |
| Vision plan | 95% | 98% |
| Holiday pay | 94% | 97% |
| Telemedicine services | 94% | 97% |
| Pay equity adjustments | 80% | 86% |
| Referral bonus | 74% | 85% |
| Sign-on bonus | 71% | 84% |
| Market-based adjustments (not COLA) | 69% | 82% |
| Health savings accounts (HSAs) | 76% | 81% |
| Appreciation luncheons, outings, formal events | 71% | 79% |
| Dependent care spending account program (e.g., U.S. IRC Section 125 plans) | 65% | 78% |
| Unpaid, job-protected time off to care for or bond with new child (beyond legal requirements, if applicable, and beyond any paid parental leave your organization may offer) | 56% | 75% |
| Spot bonus | 64% | 73% |
| Designed telework (job designed to be performed remotely and may be full- or part-time) | 63% | 72% |
| Personal financial-planning services (e.g., seminars, access to financial planners, estate planning) | 57% | 67% |
| Health advocacy program | 59% | 67% |
| Retention bonus | 55% | 65% |
| On-site fitness center | 51% | 58% |
| Restricted stock/restricted stock units (RSUs) | 32% | 56% |
| Legal insurance, referral or consultation | 45% | 54% |
| Accelerated adjustments for high potential/high performers | 46% | 53% |
| "Best Place to Work" branding initiative | 43% | 50% |
| Identity theft insurance | 34% | 46% |
| Pet insurance | 29% | 39% |
| Subsidized weight-loss programs | 28% | 34% |
| Stock options/stock appreciation rights (SARs) | 21% | 31% |
| Fertility assistance | 21% | 27% |
| Cash profit sharing | 16% | 21% |
| Unlimited paid time off | 12% | 17% |


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# DECREASED USAGE IN 2021

The following programs were reportedly offered at significantly lower rates in 2021 over 2020.

| | 2020 | 2021 |
|---|---|---|
| Outside seminars and conferences | 94% | 91% |
| Informal coaching/mentoring | 88% | 84% |
| Leadership training - general | 78% | 73% |
| Pay for holidays worked (above standard) | 71% | 65% |
| Emerging leadership programs | 59% | 52% |
| Shift flexibility | 55% | 48% |
| Phased return to work after leave of absence | 52% | 41% |
| Nonqualified deferred compensation plan | 43% | 36% |
| HMO medical plan | 41% | 35% |
| On-site fitness classes | 39% | 32% |
| Compressed workweek | 41% | 32% |
| Job sharing | 14% | 9% |
| Forced ranking (ranking each employee individually by performance) | 13% | 8% |
| Travel-related dependent care expense reimbursement (for child, elder or specialneeds) | 5% | 2% |


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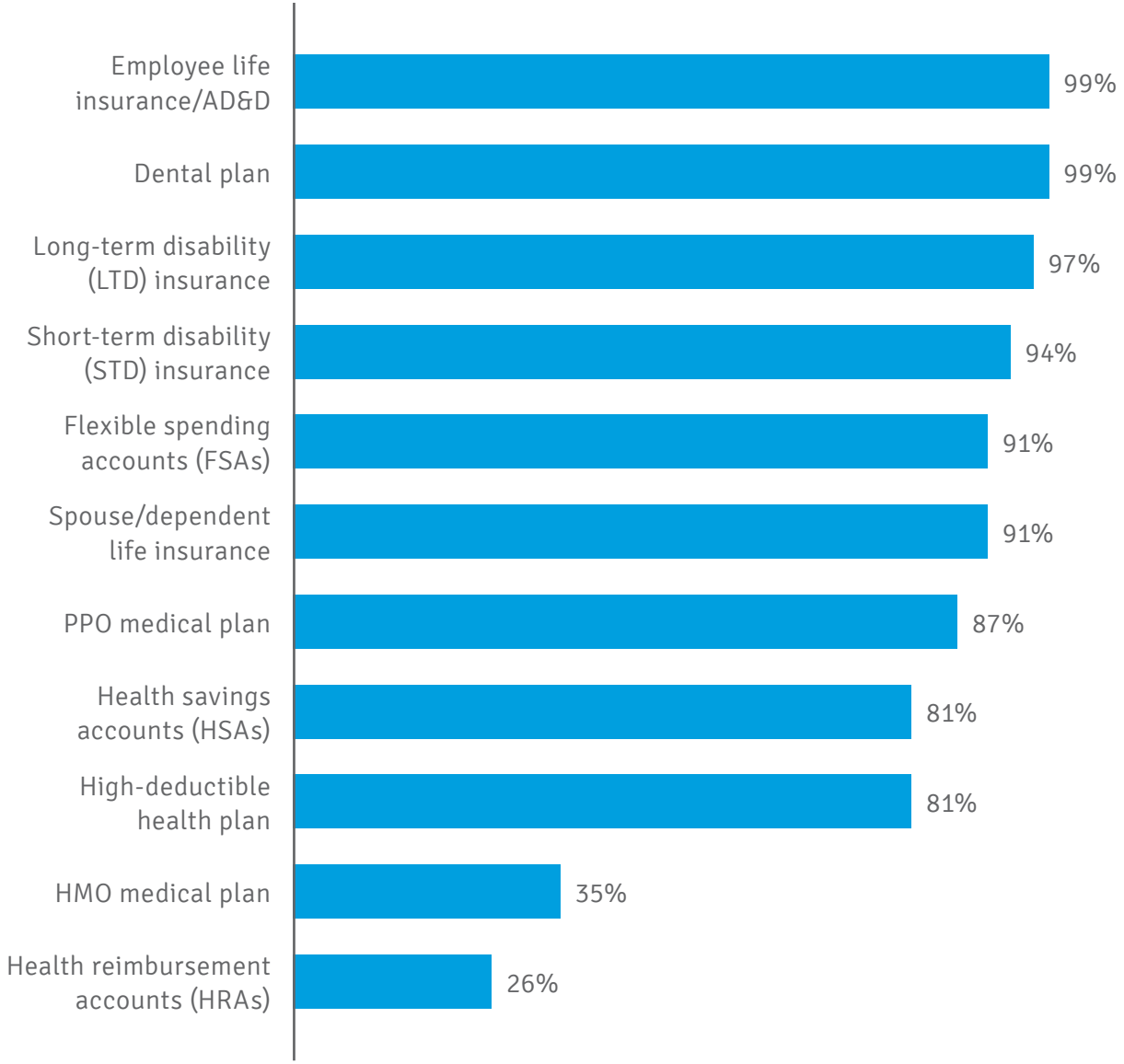
# HEALTH & WELFARE

**QUESTION**

Is the following program offered at your organization to some or all employees?

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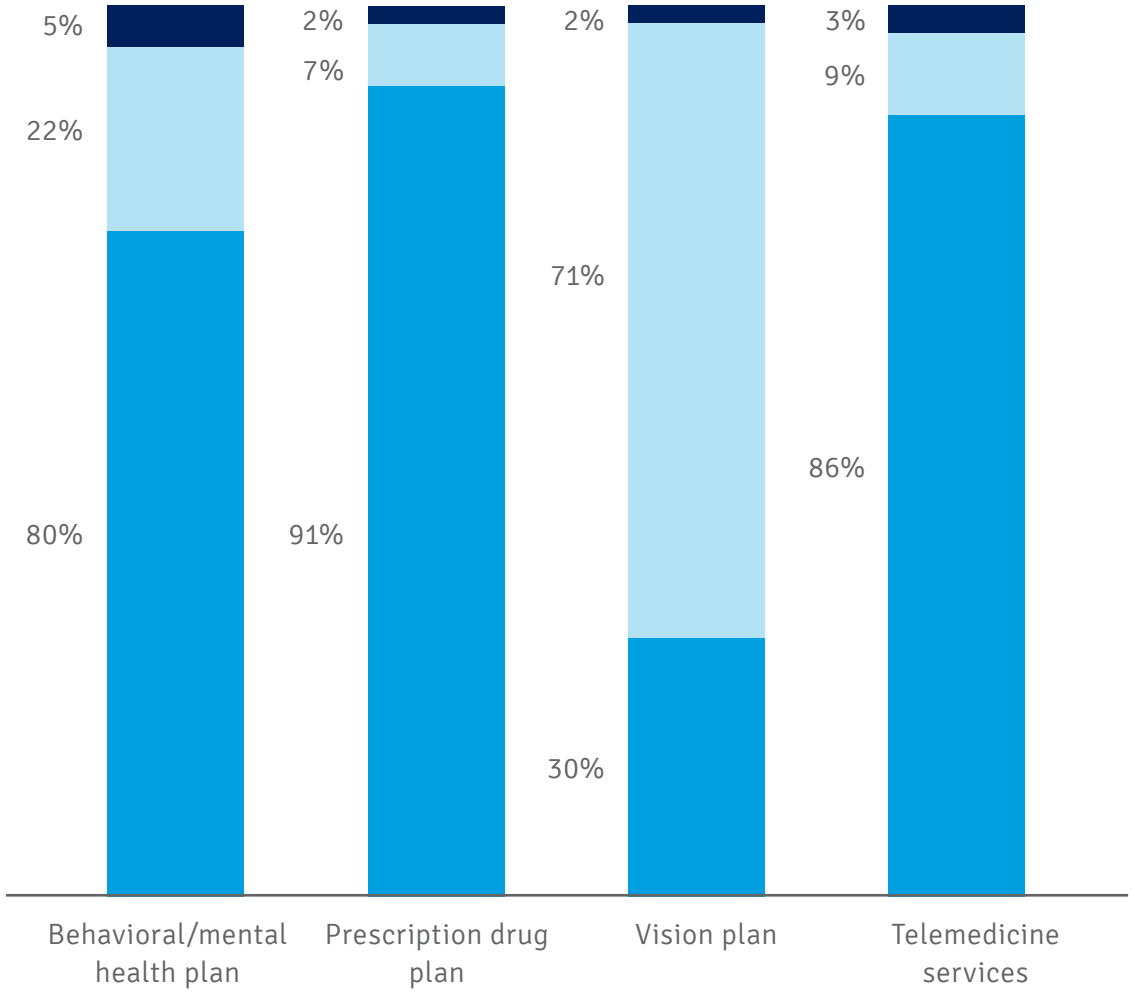
# HEALTH & WELFARE (CONT.)

**QUESTION**

How is the following offered at your organization? Please select all that apply.

- We do not offer this program
- We offer this as a stand-alone program
- We offer this as part of our health-care plan

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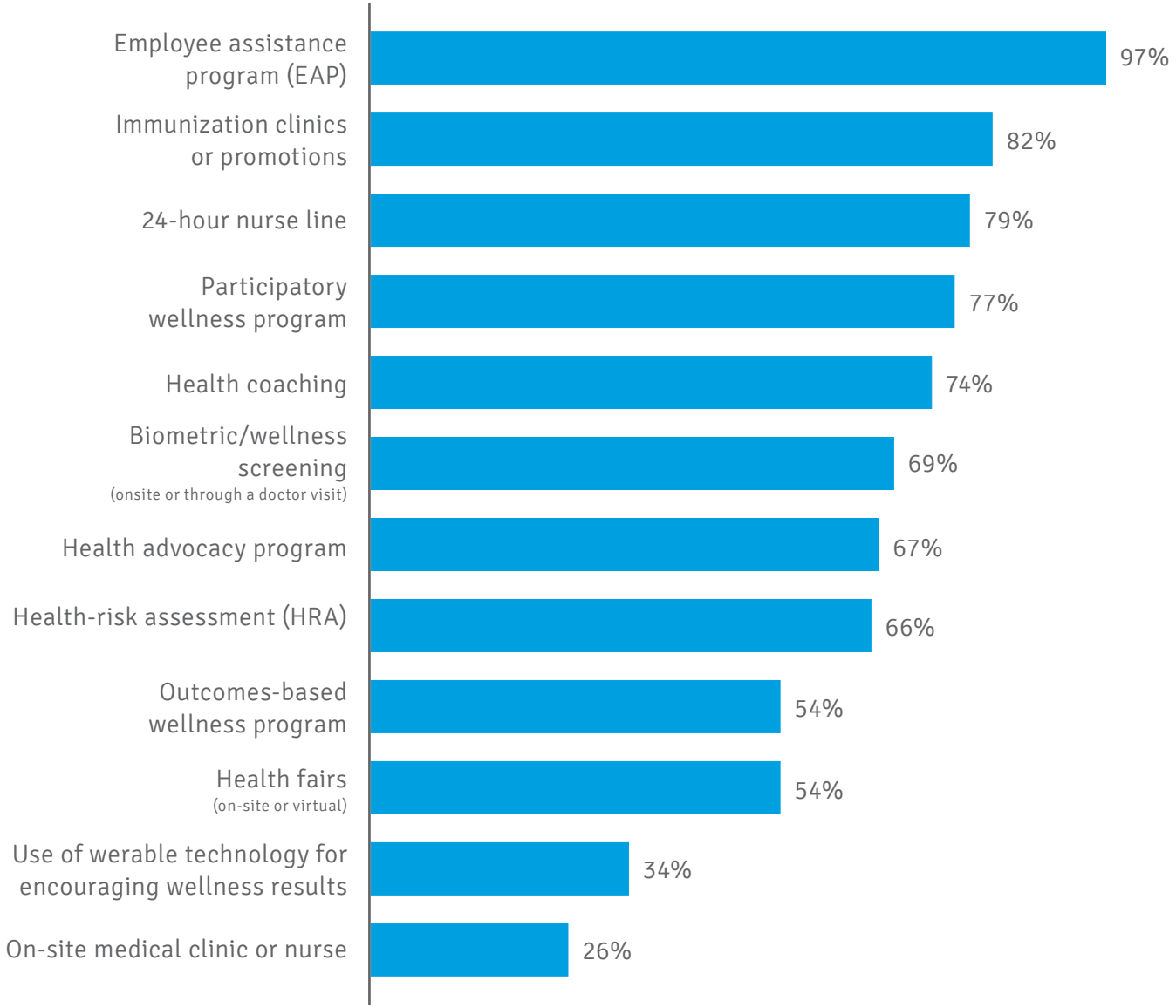
# HEALTH & WELFARE (CONT.)

**QUESTION**

Is the following program offered at your organization to some or all employees?

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# HEALTH & WELFARE (CONT.)

**QUESTION**

Is the following program offered at your organization to some or all employees?

| | We offer this as part of our EAP | We offer this as part of our health-care plan | We offer this as a stand-alone program | We do not offer this program |
|---|---|---|---|---|
| Employee assistance program (EAP) | n/a | 28% | 66% | 3% |
| Immunization clinics or promotions | 6% | 47% | 31% | 18% |
| Outcomes-based wellness program | 4% | 25% | 17% | 46% |
| Participatory wellness program | 5% | 30% | 40% | 23% |
| Health-risk assessment (HRA) | 3% | 38% | 16% | 34% |
| Health advocacy program | 6% | 34% | 15% | 33% |
| Health coaching | 6% | 44% | 18% | 26% |
| 24-hour nurse line | 4% | 62% | 4% | 21% |
| Biometric/wellness screening (on-site or through a doctor visit) | 2% | 46% | 20% | 31% |
| Use of wearable technology for encouraging wellness results | 1% | 11% | 14% | 66% |
| Health fairs (on-site or virtual) | 2% | 20% | 30% | 46% |
| On-site medical clinic or nurse | 1% | 10% | 13% | 74% |

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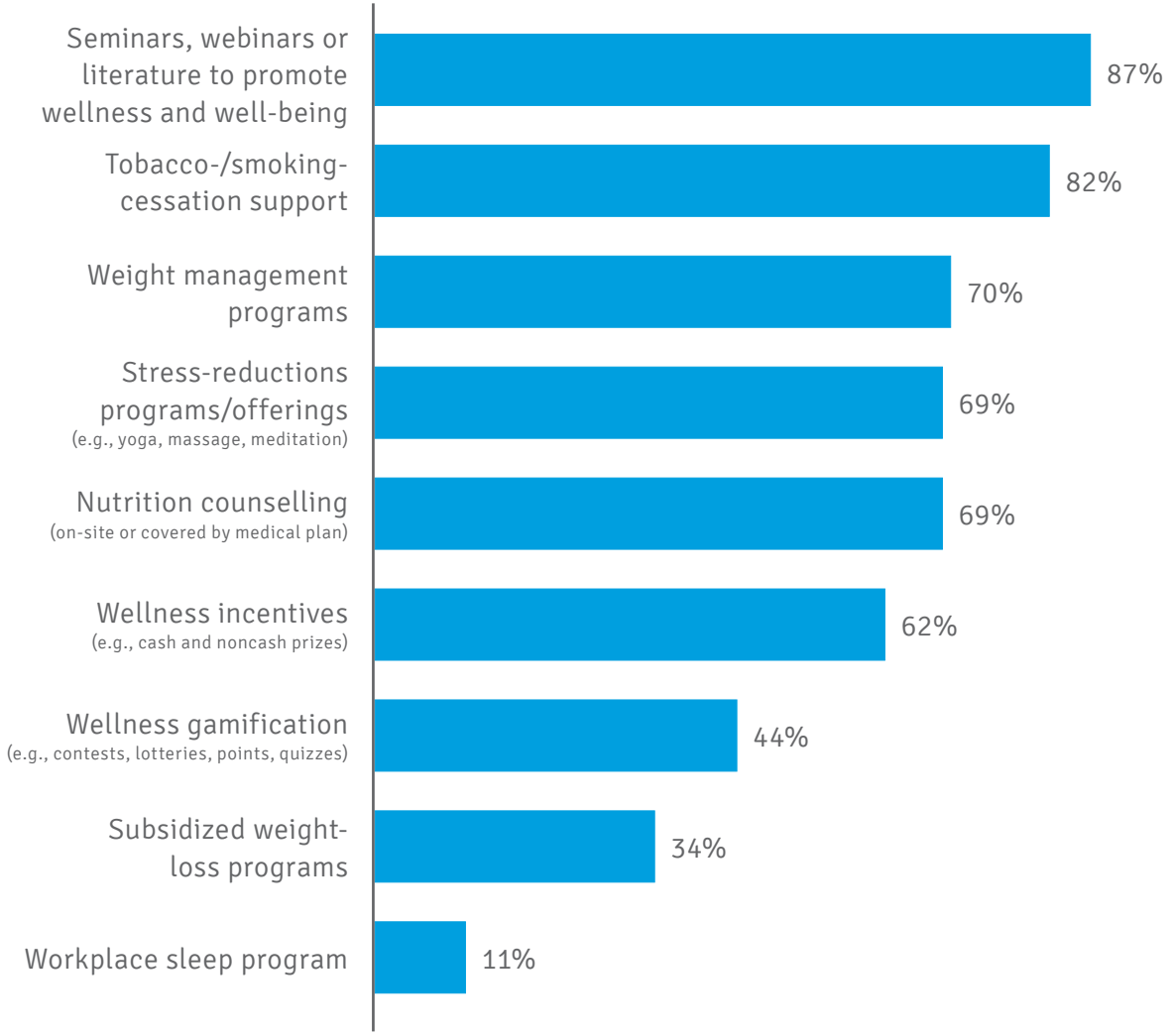
# HEALTH & WELFARE (CONT.)

**QUESTION**

Is the following program offered at your organization to some or all employees?

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# HEALTH & WELFARE (CONT.)

**QUESTION**

Is the following program offered at your organization to some or all employees?

| | We offer this as part of our EAP | We offer this as part of our health-care plan | We offer this as a stand-alone program | We do not offer this program |
|---|---|---|---|---|
| Seminars, webinars or literature to promote wellness and well-being | 30% | 40% | 46% | 13% |
| Stress-reduction programs/ offerings (e.g., yoga, massage, meditation, mindfulness) | 21% | 22% | 43% | 31% |
| Tobacco-/smoking-cessation support | 16% | 54% | 21% | 18% |
| Nutritional counseling (on-site or covered by medical plan) | 9% | 44% | 20% | 31% |
| Weight-management programs | 9% | 42% | 23% | 30% |
| Subsidized weight-loss programs | 2% | 15% | 11% | 66% |
| Wellness incentives (e.g., cash and noncash prizes, acknowledgement, rewards) | 2% | 26% | 34% | 38% |
| Wellness gamification (e.g., contests, lotteries, points, quizzes, leaderboards, avatars) | 2% | 11% | 29% | 56% |
| Workplace sleep program | 1% | 5% | 7% | 89% |
| Use of wearable technology for encouraging wellness results | 1% | 11% | 14% | 66% |
| Health fairs (on-site or virtual) | 2% | 20% | 30% | 46% |
| On-site medical clinic or nurse | 1% | 10% | 13% | 74% |

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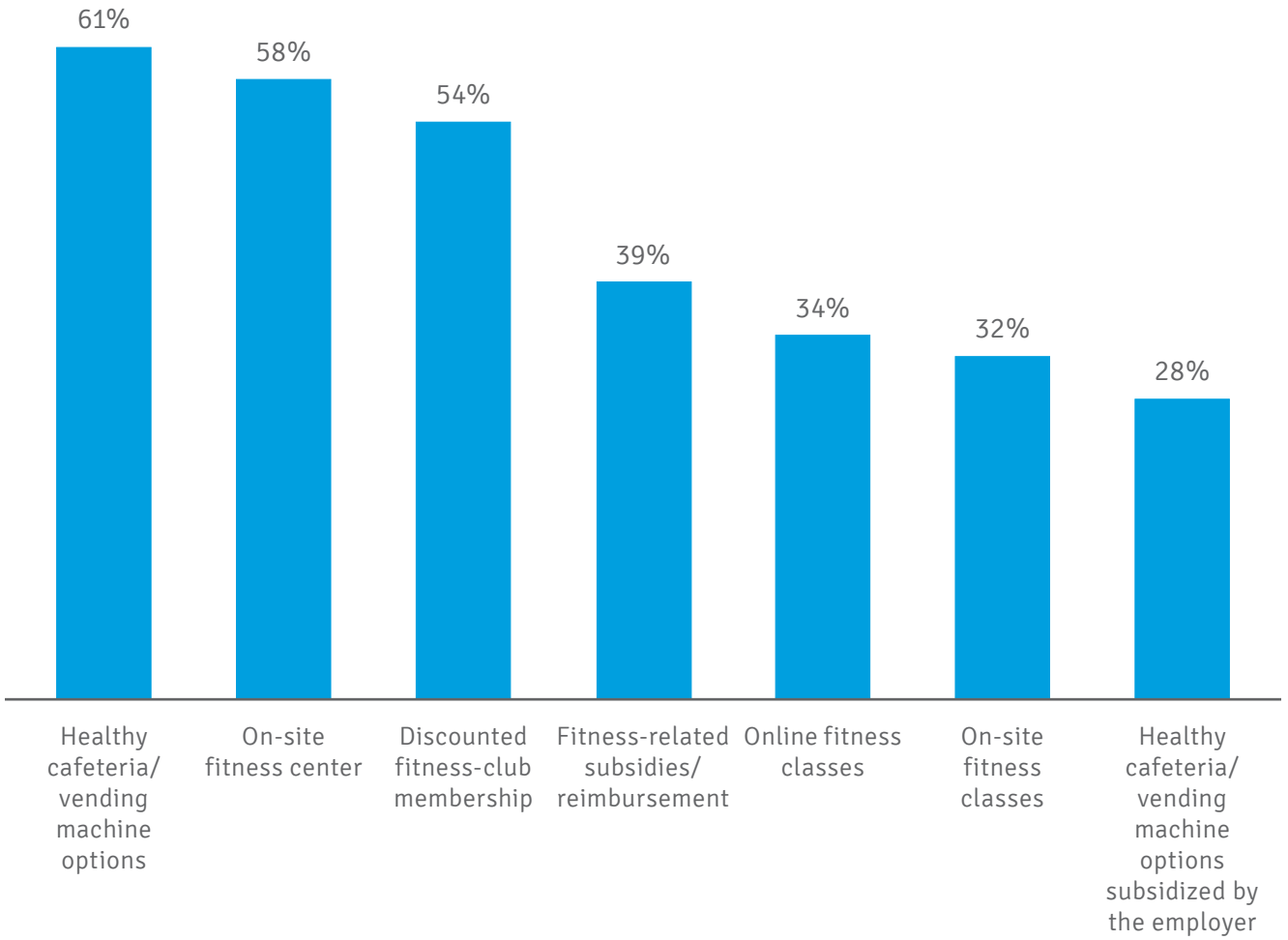
# HEALTH & WELFARE (CONT.)

**QUESTION**

Is the following program offered at your organization to some or all employees?




n=793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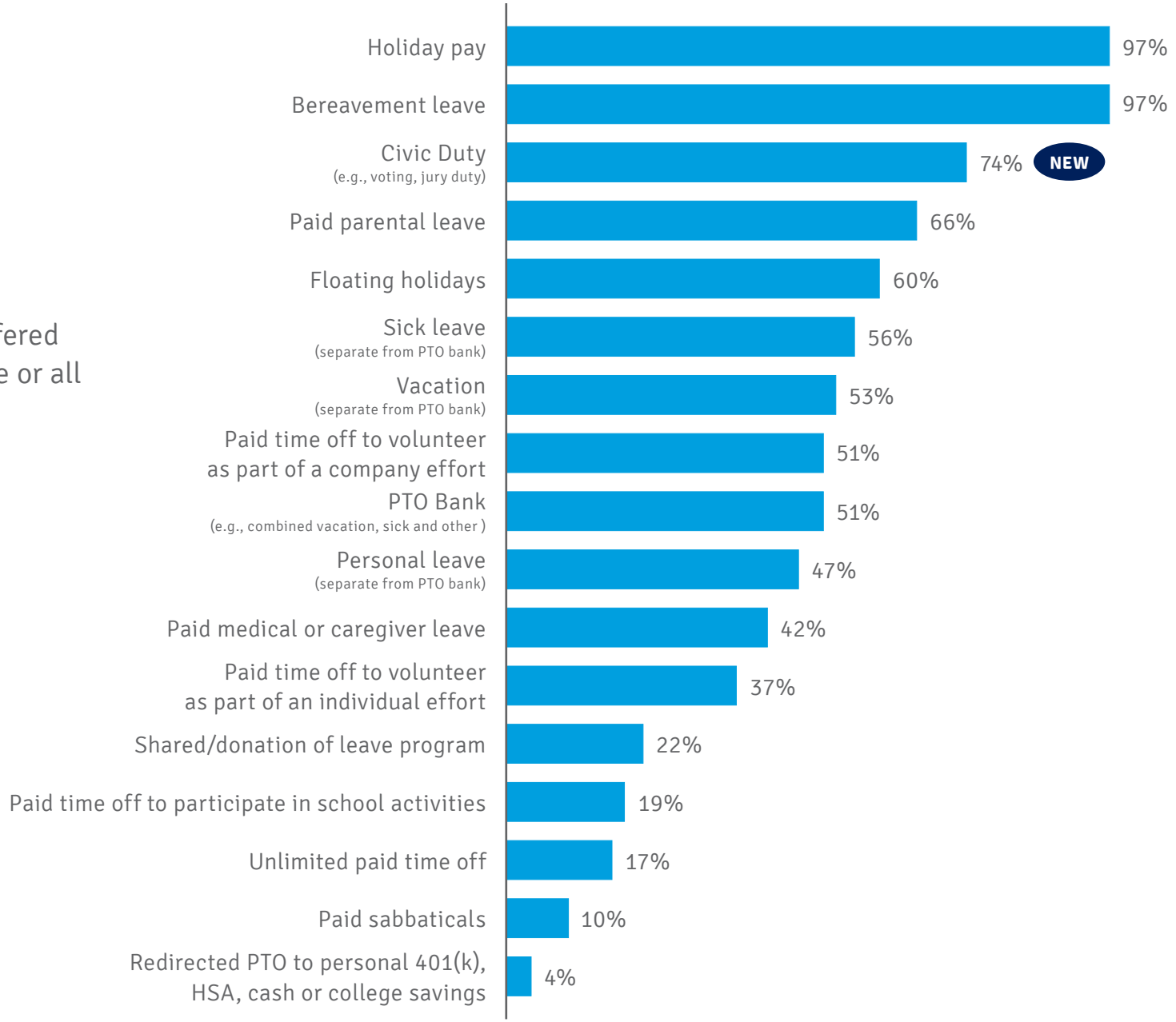
# PAID TIME OFF

**QUESTION**

Is the following program offered at your organization to some or all employees?




n=886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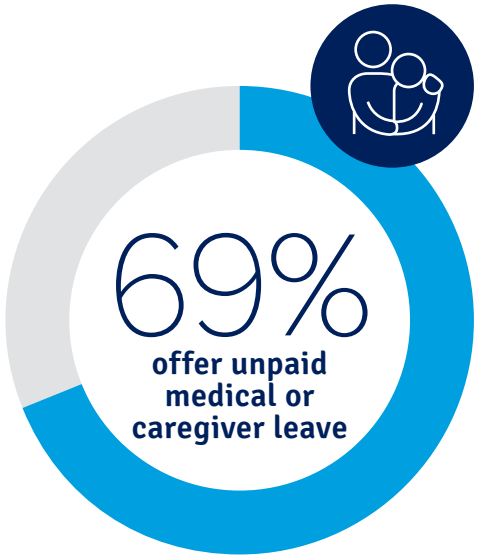
# UNPAID TIME OFF

**QUESTION**

Is the following program offered at your organization to some or all employees?

*unpaid, job protected time off to care of or bond with a new child (beyond legal requirements, if applicable, and beyond any paid parental leave your organization may offer.



n=580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# RETIREMENT

**QUESTION**

Is the following program offered at your organization to some or all employees?

| | |
|---|---|
| Defined contribution plan with pre-tax deferrals (e.g., 401(k), 403(b), 457 plans) | 97% |
| Defined contribution plan with post-tax deferrals (e.g., ROTH 401(k) plan) NEW | 81% |
| HSA for use in retirement | 45% |
| Nonqualified deferred compensation plan | 36% |
| Defined benefit plan offered to most/all employees | 36% |
| Retiree health-care benefits | 26% |
| Defined benefit plan offered to only certain groups of employees | 21% |
| Other type of retirement plan (e.g., SIMPLE IRA plan) NEW | 4% |

n=867


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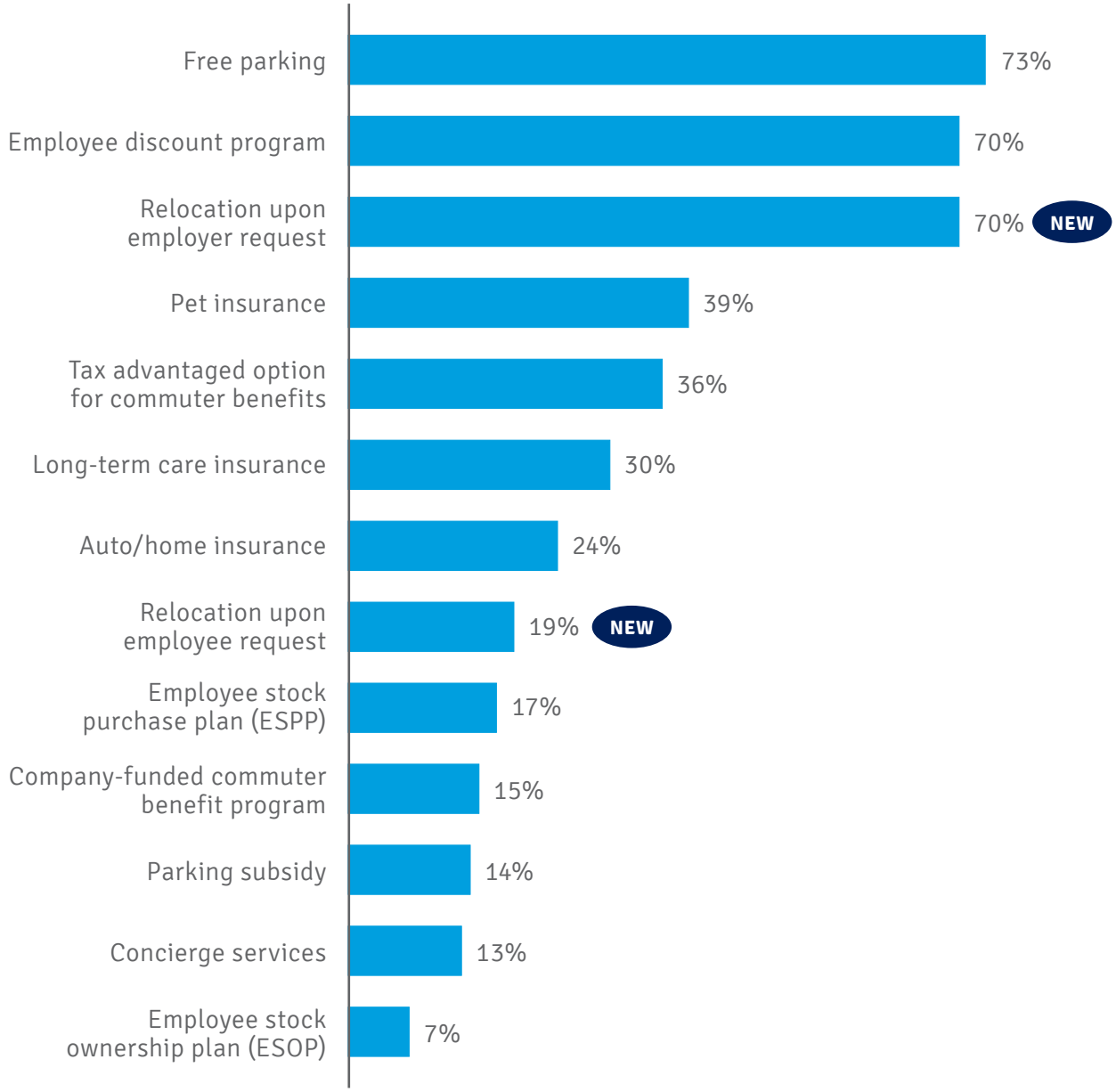
# OTHER BENEFITS & PERQUISITES

**QUESTION**

Is the following program offered at your organization to some or all employees?




n=861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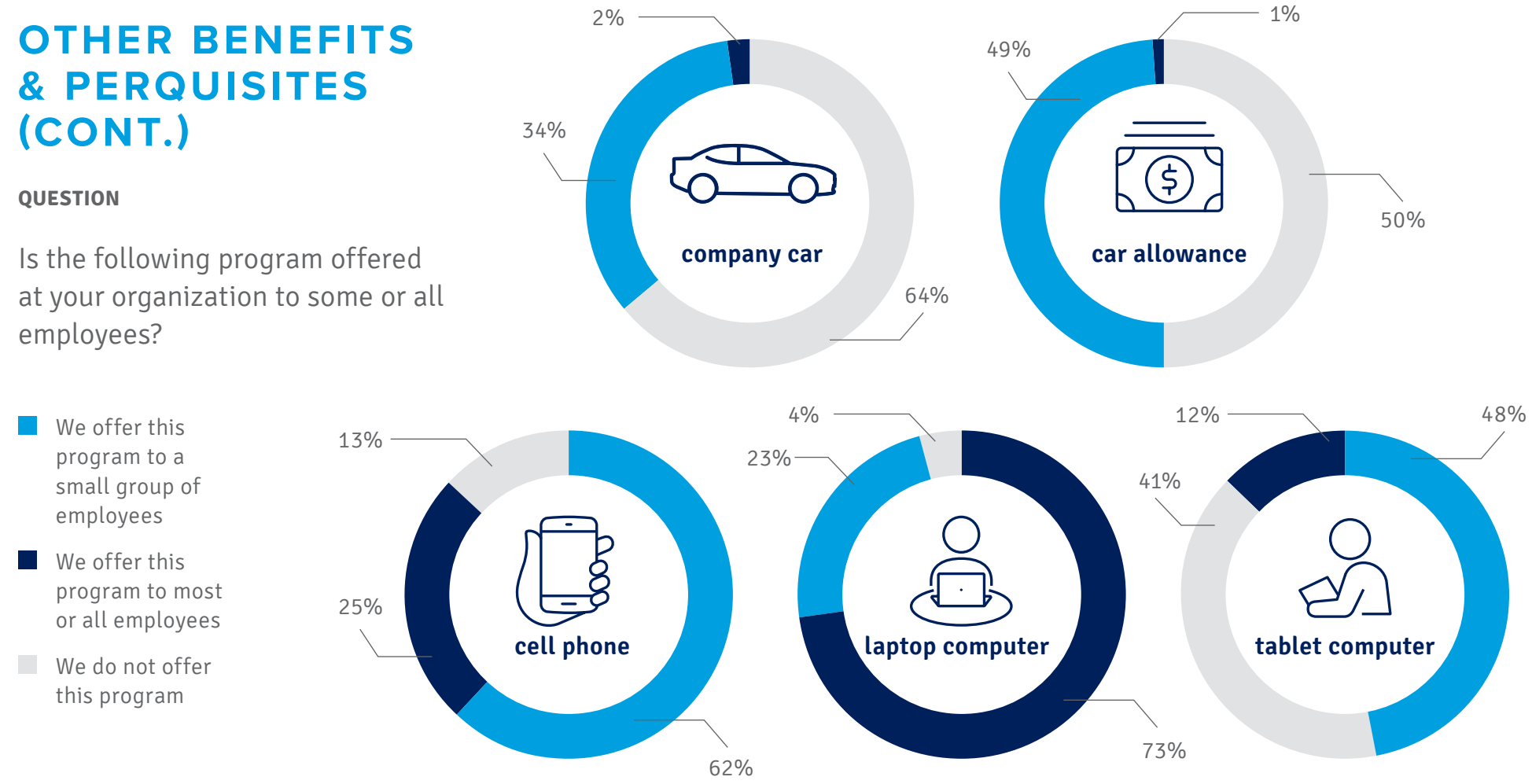
# OTHER BENEFITS & PERQUISITES (CONT.)

**QUESTION**

Is the following program offered at your organization to some or all employees?




n=871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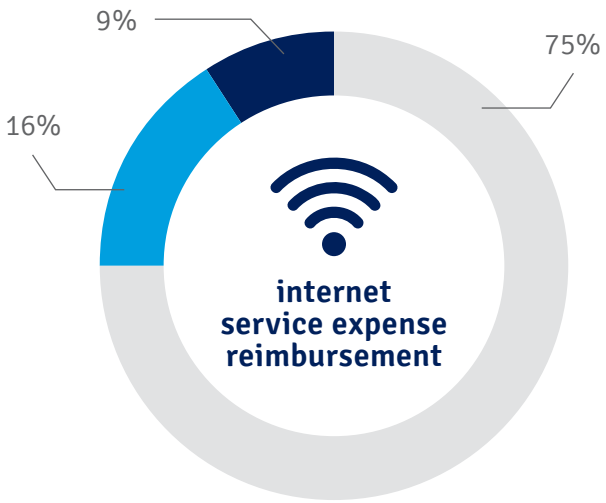
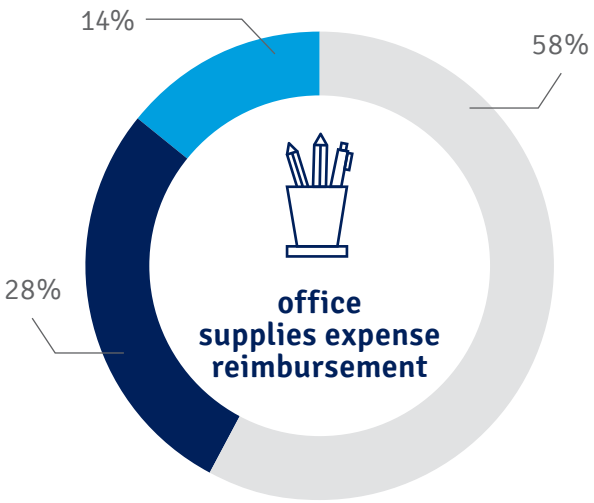
# OTHER BENEFITS & PERQUISITES (CONT.)

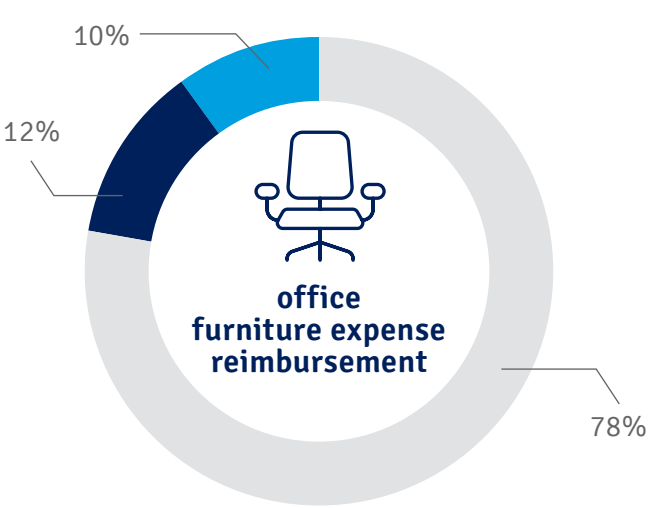
**QUESTION**

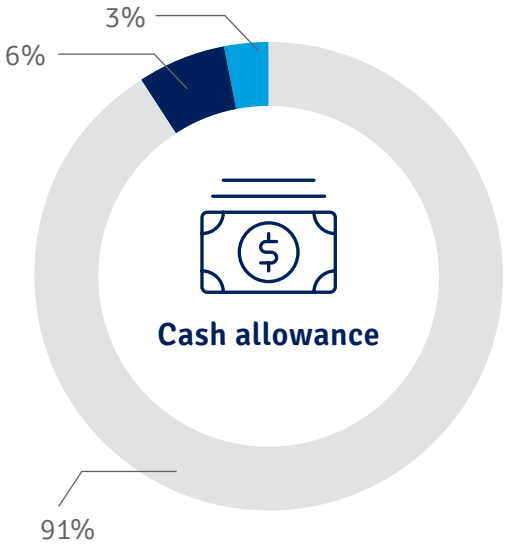
Is the following program offered at your organization to some or all employees?

- We offer this program to a small group of employees
- We offer this program to most or all employees
- We do not offer this program




n=860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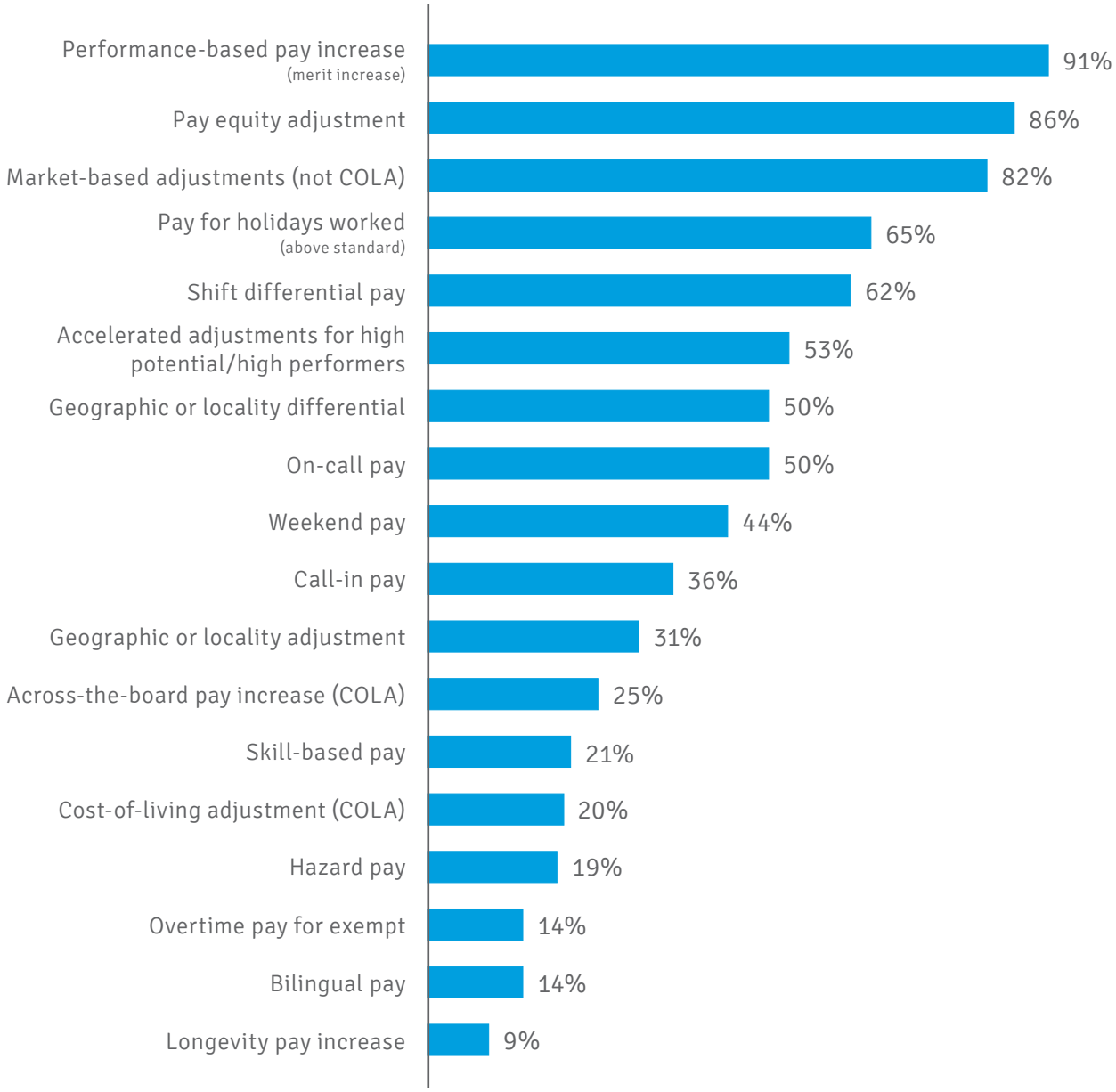
# BASE PAY

**QUESTION**

Is the following program offered at your organization to some or all employees?




n=867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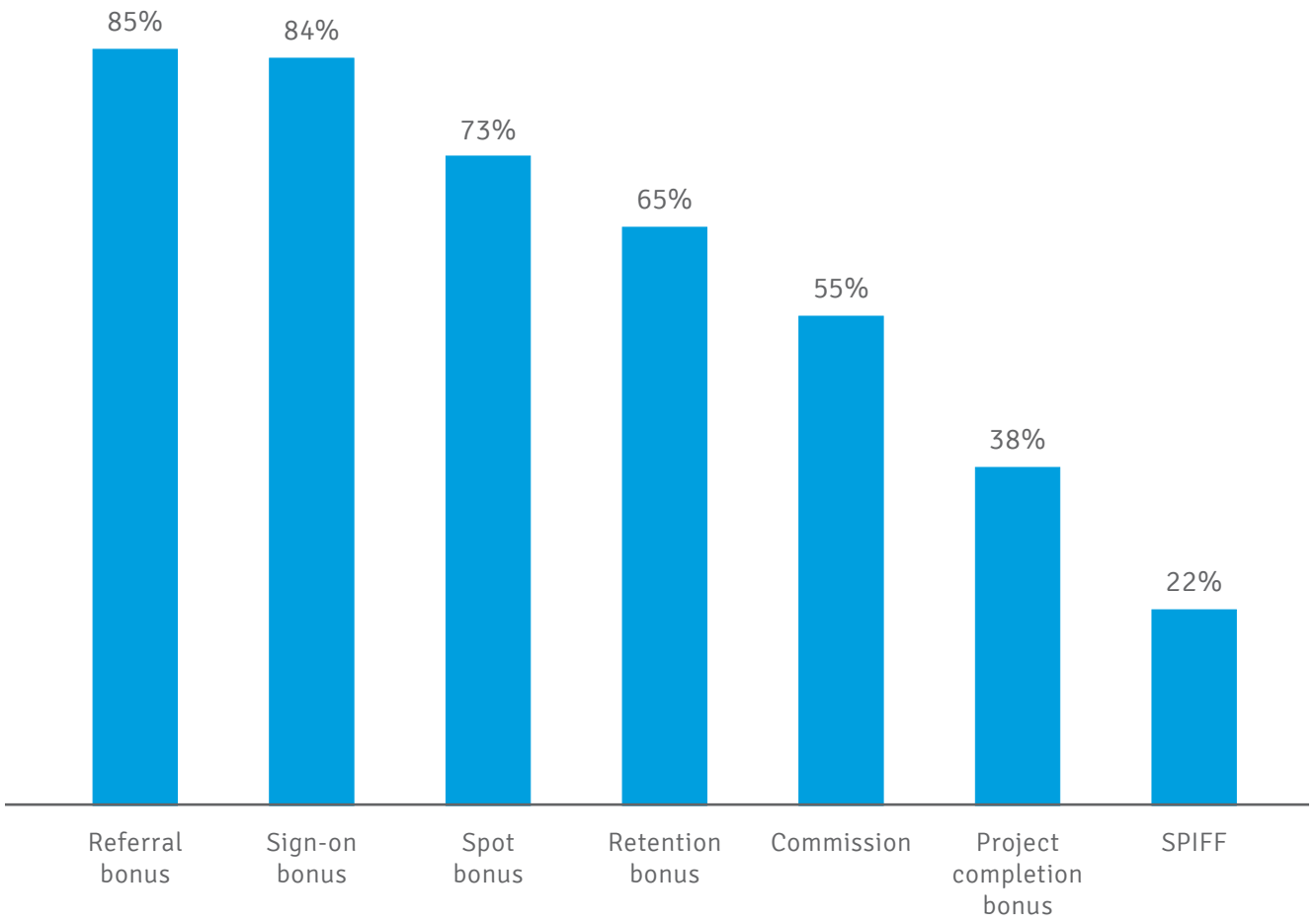
# BONUSES & COMMISSIONS

**QUESTION**

Is the following program offered at your organization to some or all employees?




n=820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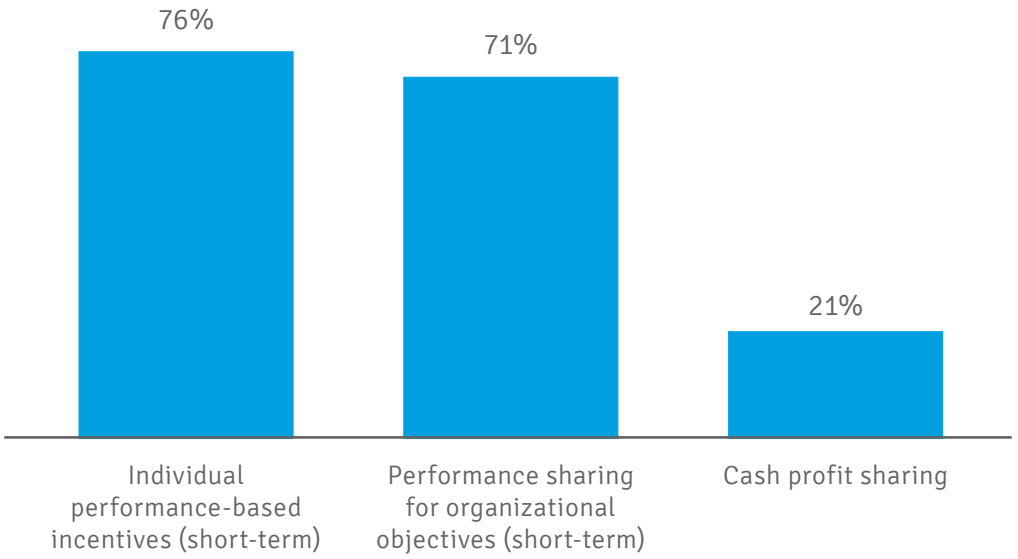
# SHORT-TERM AND LONG-TERM INCENTIVES

**QUESTION**

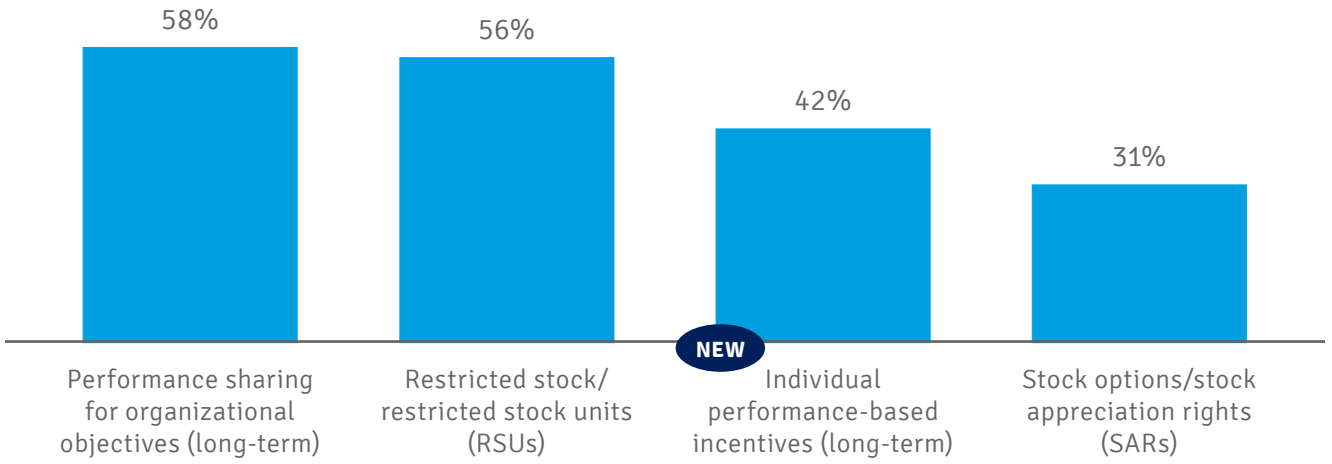
Is the following program offered at your organization to some or all employees?

## Short-term incentives




n=665

## Long-term incentives




n=509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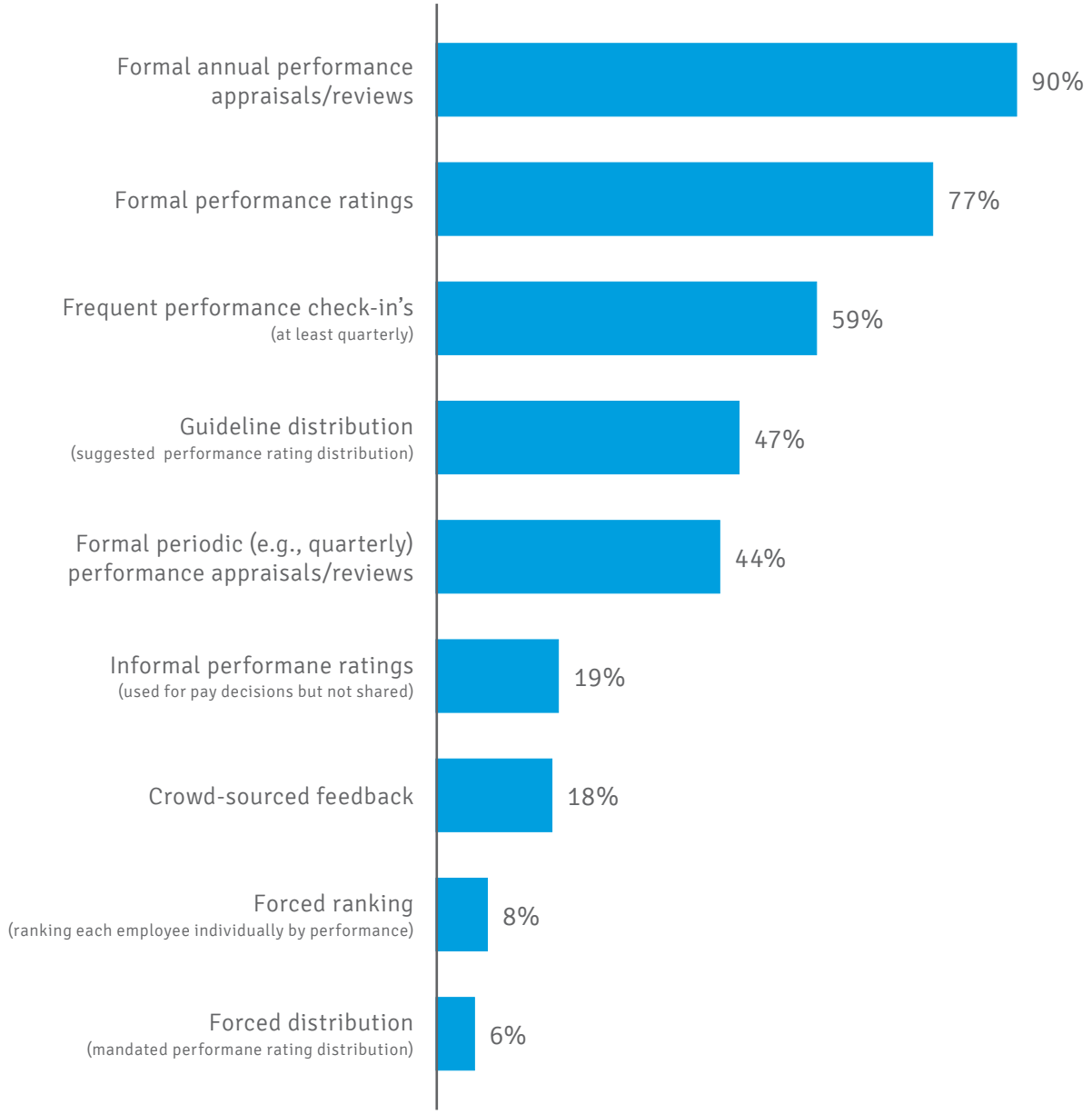
# PERFORMANCE MANAGEMENT

**QUESTION**

Is the following program offered at your organization to some or all employees?




n=850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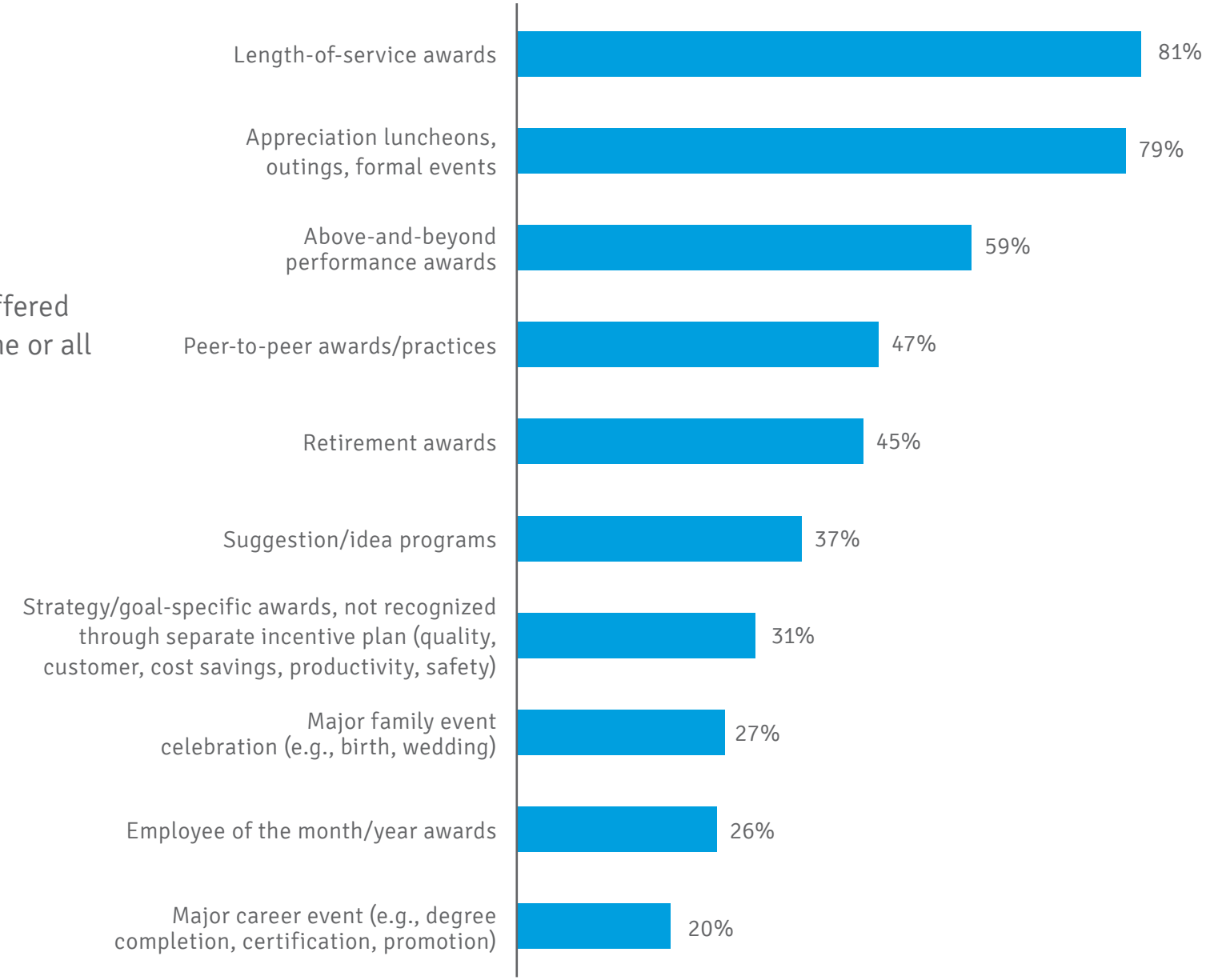
# RECOGNITION

**QUESTION**

Is the following program offered at your organization to some or all employees?




n=821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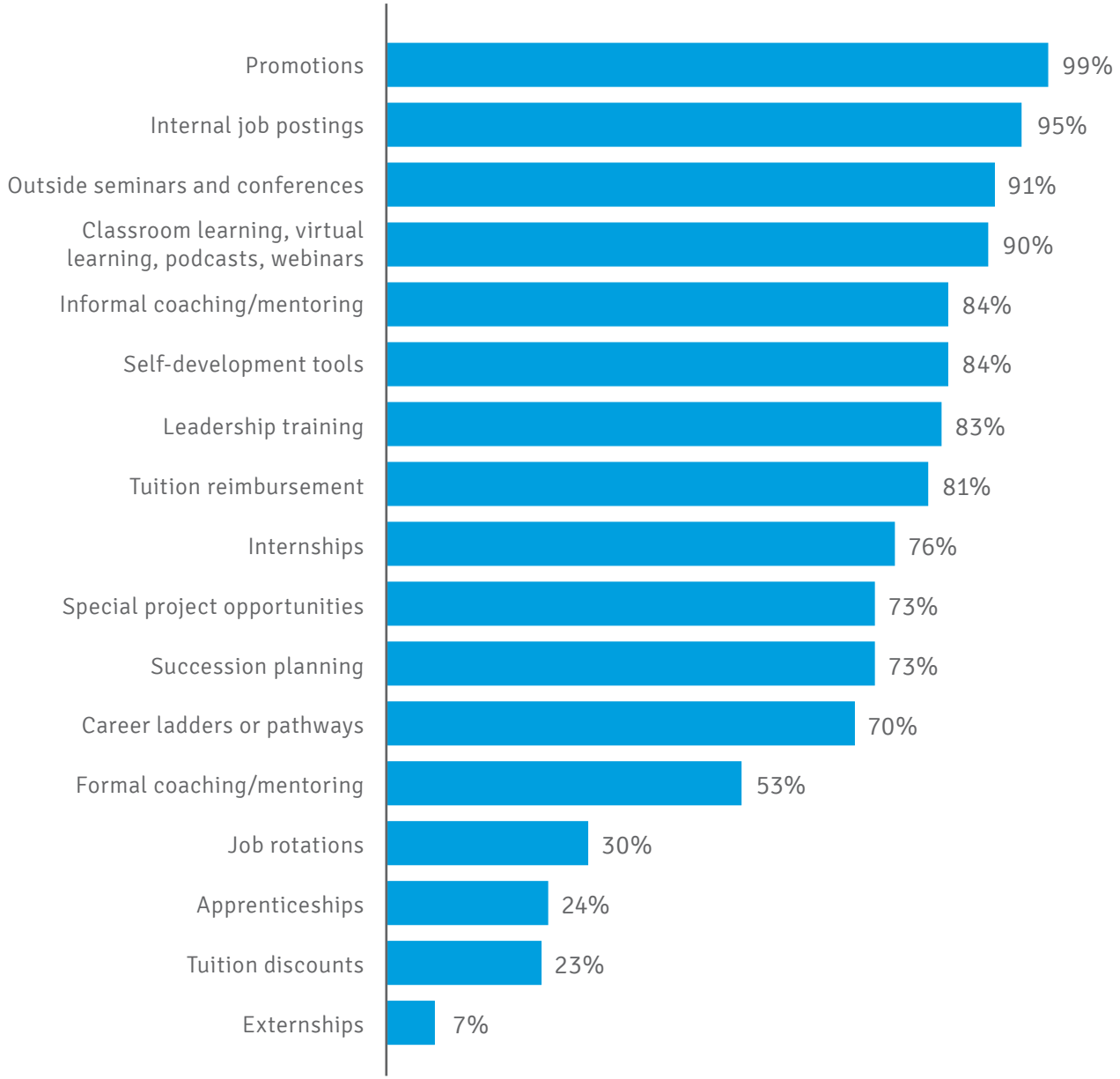
# DEVELOPMENT OPPORTUNITIES

**QUESTION**

Is the following program offered at your organization to some or all employees?




n=863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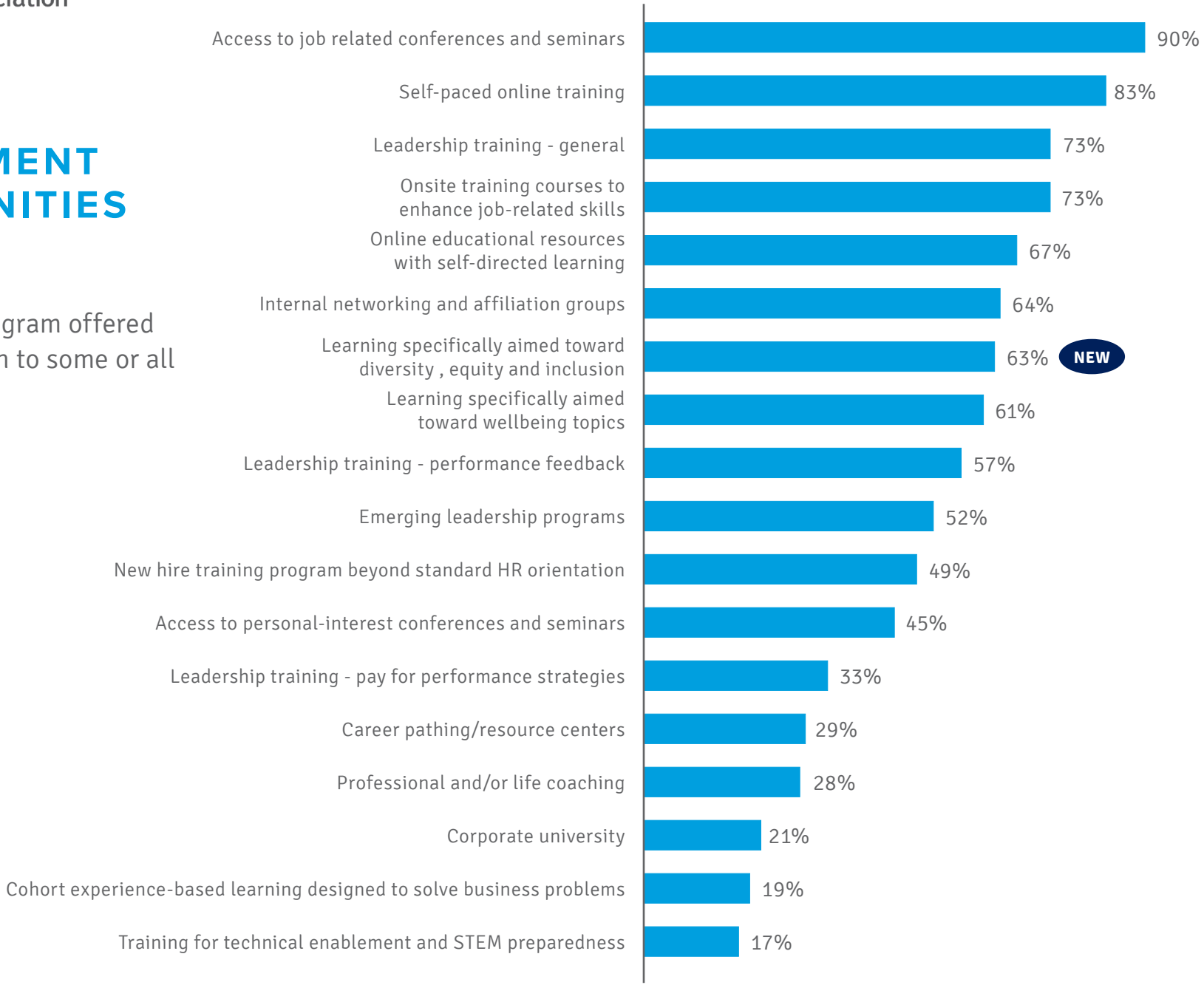
# DEVELOPMENT OPPORTUNITIES

**QUESTION**

Is the following program offered at your organization to some or all employees?




n=843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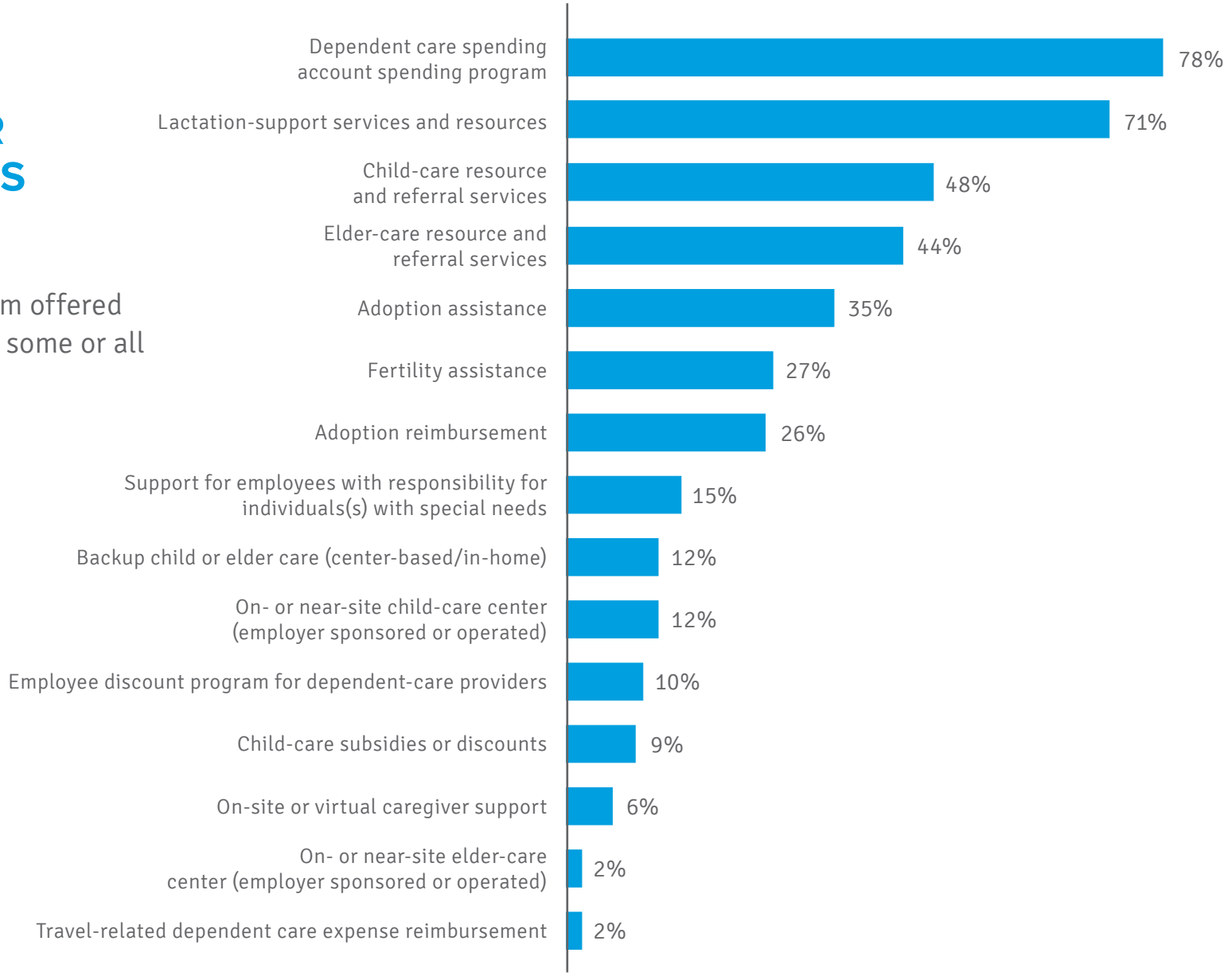
# CARING FOR DEPENDENTS

**QUESTION**

Is the following program offered at your organization to some or all employees?




n=758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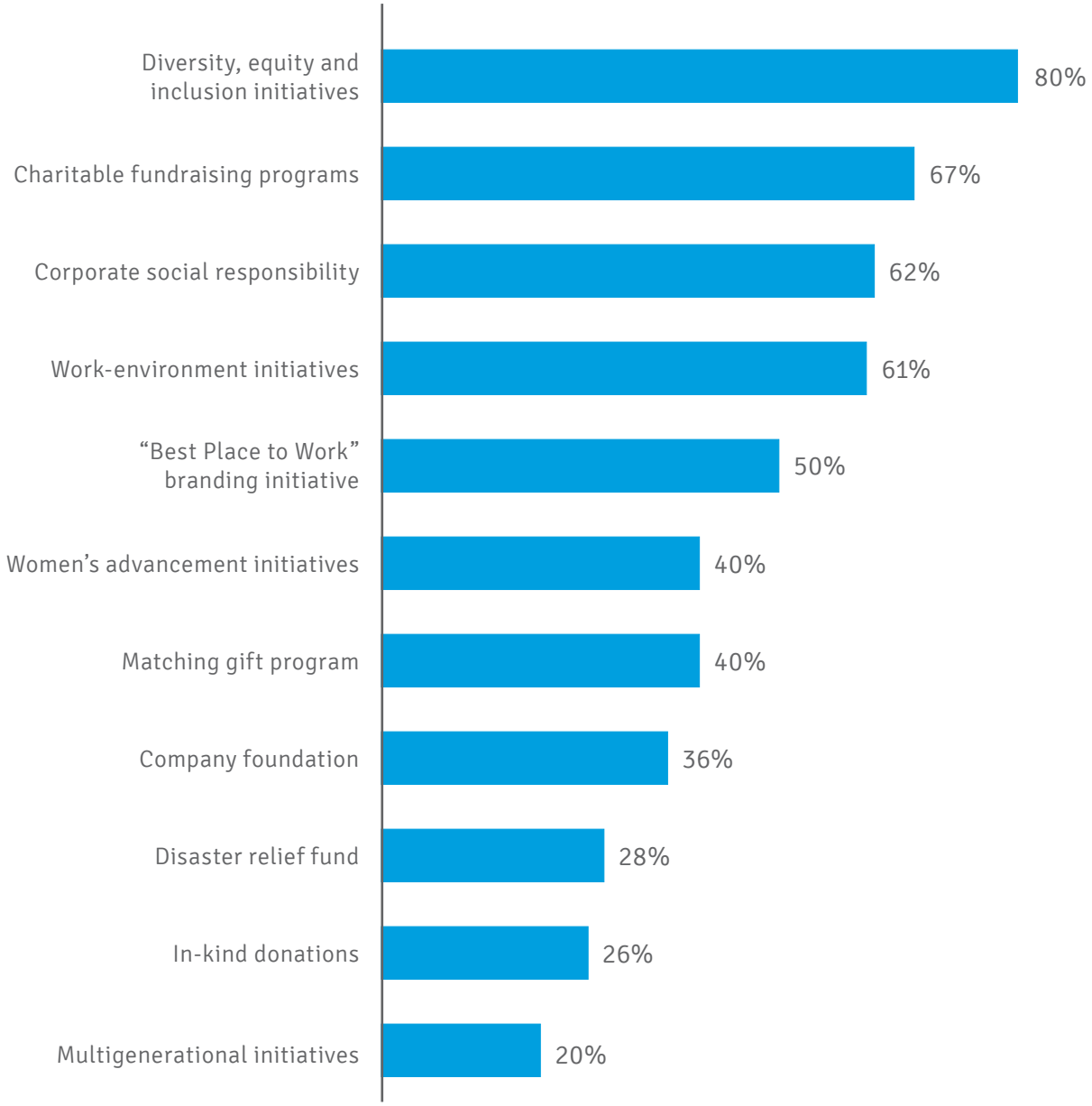
# CULTURE INITIATIVES & COMMUNITY INVOLVEMENT

**QUESTION**

Is the following program offered at your organization to some or all employees?




n=792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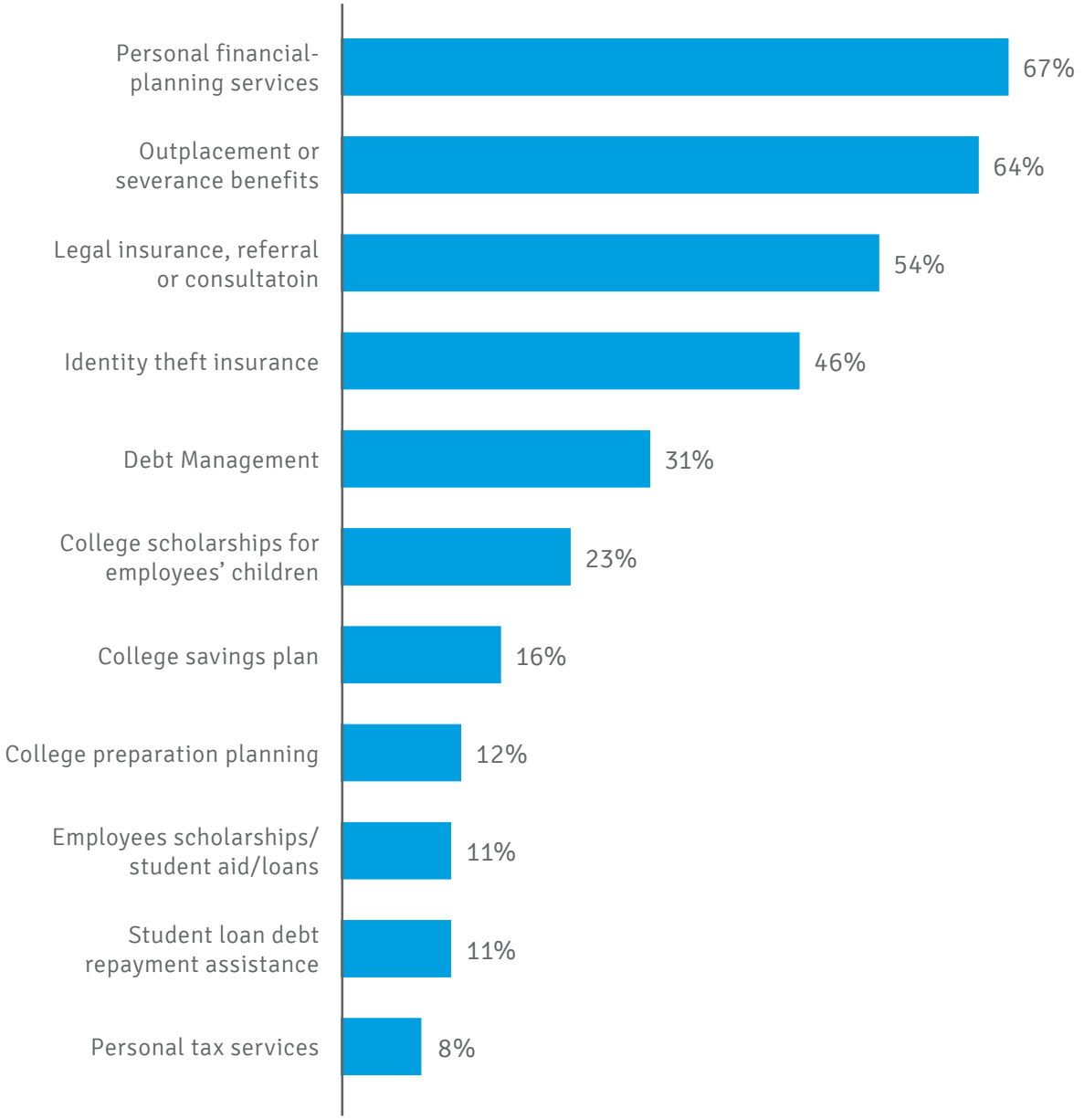
# FINANCIAL WELLNESS

**QUESTION**

Is the following program offered at your organization to some or all employees?

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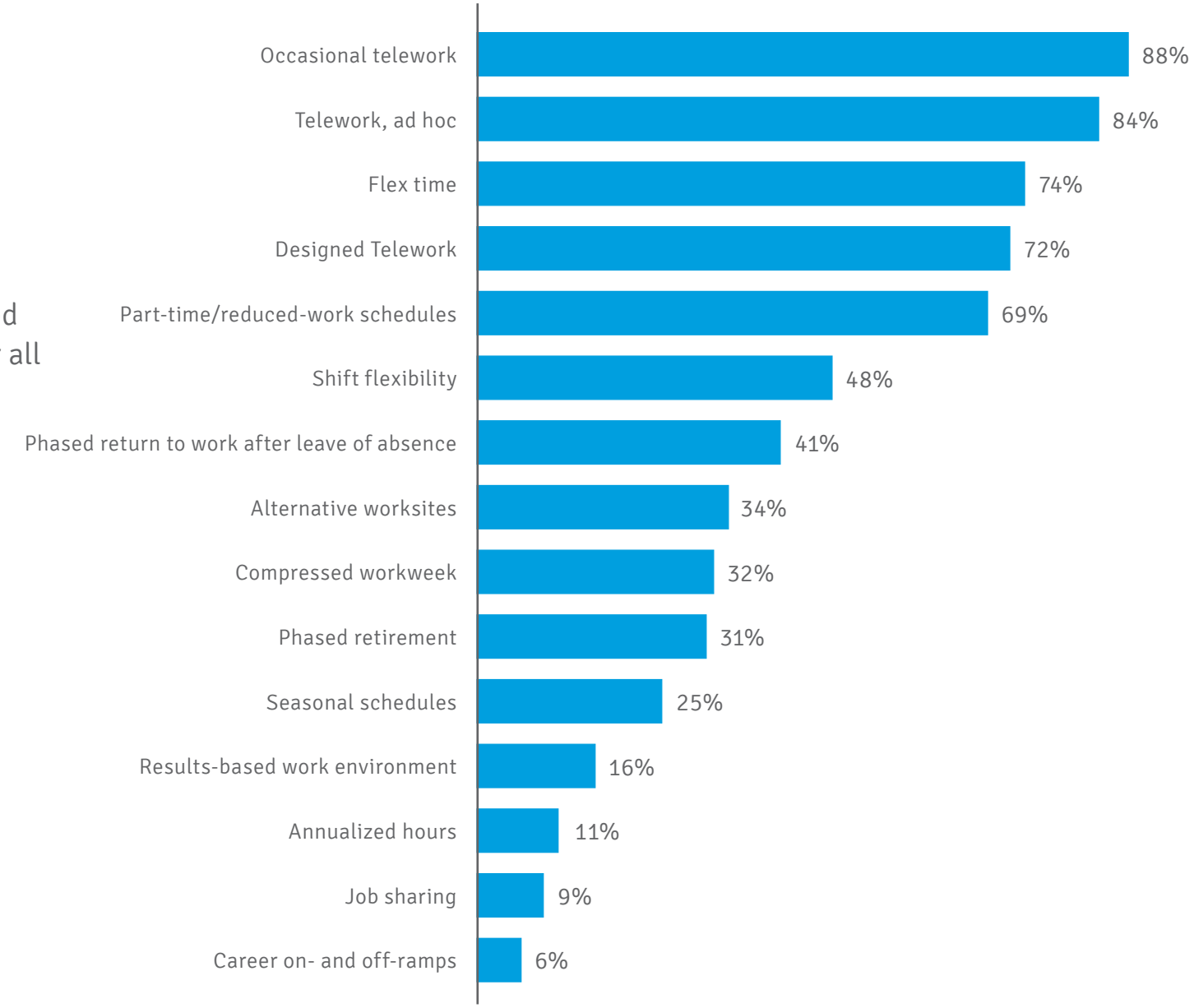
# WORKPLACE FLEXIBILITY

**QUESTION**

Is the following program offered at your organization to some or all employees?

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# HEALTH & WELFARE


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# HEALTH & WELFARE

**QUESTION**

Is the following program offered at your organization to some or all employees?

| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|---|
| n= | 1,401 | 725 | 862 | 1,063 | 700 | 567 | 1,003 |
| Employee life insurance/AD&D | 98% | 99% | 99% | 99% | 99% | 98% | 99% |
| Dental plan | 98% | 99% | 99% | 99% | 99% | 96% | 99% |
| Long-term disability (LTD) insurance | | 98% | 98% | 98% | 99% | 95% | 97% |
| Short-term disability (STD) insurance | | 94% | 95% | 94% | 95% | 93% | 94% |
| Flexible spending accounts (FSAs) | 93% | 93% | 94% | 95% | 95% | 88% | 91% |
| Spouse/dependent life insurance | | 94% | 94% | 94% | 94% | 90% | 91% |
| PPO medical plan | 81% | 88% | 89% | 87% | 88% | 84% | 87% |
| Health savings accounts (HSAs) | 69% | 71% | 75% | 77% | 80% | 76% | 81% |
| High-deductible health plan | 70% | 75% | 79% | 80% | 82% | 77% | 81% |
| HMO medical plan | 46% | 38% | 39% | 38% | 39% | 41% | 35% |
| Health reimbursement accounts (HRAs) | 42% | 30% | 32% | 31% | 27% | 30% | 26% |


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# HEALTH & WELFARE (CONT.)

**QUESTION**

Is the following program offered at your organization to some or all employees?

| | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|
| n= | 713 | 860 | 1,059 | 688 | 579 | 1,007 |
| Behavioral/mental health plan | 78% | 91% | 90% | 91% | 93% | 95% |
| Prescription drug plan | 99% | 99% | 99% | 99% | 96% | 98% |
| Vision plan | 98% | 98% | 98% | 98% | 95% | 98% |
| Telemedicine services | 49% | 73% | 81% | 88% | 94% | 97% |


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# HEALTH & WELFARE (CONT.)

**QUESTION**

Is the following program offered at your organization to some or all employees?

| | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|
| n= | 582 | 790 | 981 | 654 | 501 | 923 |
| Employee assistance program (EAP) | 80% | 96% | 97% | 97% | 97% | 97% |
| Immunization clinics or promotions | 70% | 77% | 79% | 84% | 84% | 82% |
| 24-hour nurse line | 69% | 79% | 80% | 82% | 77% | 79% |
| Participatory wellness program | 65% | 75% | 75% | 76% | 73% | 77% |
| Health coaching | 63% | 72% | 73% | 74% | 72% | 74% |
| Biometric/wellness screening (on-site or through a doctor visit) | 69% | 77% | 77% | 76% | 67% | 69% |
| Health advocacy program | 48% | 60% | 61% | 61% | 59% | 67% |
| Health-risk assessment (HRA) | 64% | 71% | 70% | 71% | 63% | 66% |
| Outcomes-based wellness program | 32% | 43% | 44% | 41% | 51% | 54% |
| Health fairs (on-site or virtual) | 55% | 64% | 61% | 61% | 58% | 54% |
| Use of wearable technology for encouraging wellness results | 27% | 28% | 30% | 29% | 30% | 34% |
| On-site medical clinic or nurse | 20% | 22% | 24% | 23% | 25% | 26% |


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# HEALTH & WELFARE (CONT.)

**QUESTION**

Is the following program offered at your organization to some or all employees?

| | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|
| n= | 558 | 790 | 990 | 650 | 491 | 896 |
| Seminars, webinars or literature to promote wellness and well-being | 76% | 87% | 86% | 83% | 85% | 87% |
| Tobacco-/smoking-cessation support | 73% | 84% | 83% | 79% | 82% | 82% |
| Weight-management programs | 58% | 70% | 70% | 69% | 70% | 70% |
| Stress-reduction programs/offerings (e.g., yoga, massage, meditation, mindfulness) | 50% | 65% | 61% | 61% | 70% | 69% |
| Nutritional counseling (on-site or covered by medical plan) | 57% | 66% | 68% | 68% | 67% | 69% |
| Wellness incentives (e.g., cash and noncash prizes, acknowledgement, rewards) | 56% | 66% | 62% | 63% | 59% | 62% |
| Wellness gamification (e.g., contests, lotteries, points, quizzes, leaderboards, avatars) | 37% | 45% | 42% | 43% | 40% | 44% |
| Subsidized weight-loss programs | 26% | 33% | 31% | 31% | 28% | 34% |
| Workplace sleep program | | | | 8% | 11% | 11% |


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# HEALTH & WELFARE (CONT.)

**QUESTION**

Is the following program offered at your organization to some or all employees?

| | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|
| n= | 694 | 803 | 1,015 | 665 | 502 | 793 |
| Healthy cafeteria/vending machine options | | | | 69% | 59% | 61% |
| On-site fitness center | 53% | 57% | 52% | 58% | 51% | 58% |
| Discounted fitness-club membership | | | | 60% | 54% | 54% |
| Fitness-related subsidies/ reimbursement | | | | 31% | 36% | 39% |
| Online fitness classes | | | | | 32% | 34% |
| On-site fitness classes | 45% | 42% | 42% | 45% | 39% | 32% |
| Healthy cafeteria/vending machine options subsidized by the employer | | | | 33% | 31% | 28% |


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# PAID TIME OFF


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# PAID TIME OFF

**QUESTION**

Is the following program offered at your organization to some or all employees?

*This item was edited to include medical leave in addition to caregiver leave in 2021.

| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|---|
| n= | 1,377 | 693 | 801 | 1,014 | 664 | 496 | 886 |
| Holiday pay | 95% | 97% | 98% | 98% | 98% | 94% | 97% |
| Bereavement leave | 96% | 96% | 97% | 97% | 97% | 96% | 97% |
| NEW Civic duty pay (e.g., voting, jury duty beyond any legal requirements) | | | | | | | 74% |
| Paid parental leave (e.g., nonmedical maternity, paternity, adoption) | | 46% | 47% | 52% | 57% | 61% | 66% |
| Floating holidays | | 60% | 60% | 54% | 58% | 55% | 60% |
| Sick leave (separate from PTO bank) | 62% | 60% | 58% | 59% | 56% | 57% | 56% |
| Vacation (separate from PTO bank) | 61% | 59% | 55% | 59% | 55% | 54% | 53% |
| Paid time off to volunteer as part of a company effort | | | | | 53% | 50% | 51% |
| PTO bank (e.g., combined vacation, sick and other approved personal leave) | 47% | 51% | 50% | 47% | 50% | 51% | 51% |
| Personal leave (separate from PTO bank) | | 73% | 66% | 70% | 43% | 44% | 47% |
| Paid medical or caregiver leave* | | 21% | 20% | 20% | 20% | 27% | 42% |
| Paid time off to volunteer for an individual effort | | | | | 35% | 35% | 37% |
| Shared/donation of leave program | | 24% | 26% | 24% | 22% | 26% | 22% |
| Paid time off to participate in school activities | | | | | 17% | 21% | 19% |
| Unlimited paid time off | | 8% | 8% | 9% | 11% | 12% | 17% |
| Paid sabbaticals | | 8% | 8% | 8% | 7% | 11% | 10% |
| Redirected PTO to personal 401(k), HSA, cash or college savings | | | | | 4% | 5% | 4% |


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# UNPAID TIME OFF


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# UNPAID TIME OFF

**QUESTION**

Is the following program offered at your organization to some or all employees?

*This item was edited to include medical leave in addition to caregiver leave in 2021.

| | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|
| n= | 654 | 796 | 949 | 623 | 465 | 580 |
| Unpaid, job-protected time off to care for or bond with new child (beyond legal requirements, if applicable, and beyond any paid parental leave your organization may offer) | 43% | 45% | 47% | 47% | 56% | 75% |
| Unpaid medical or caregiver leave (beyond any legal requirements)* | | | 44% | 39% | 53% | 69% |
| NEW Unpaid civic duty leave (e.g. voting, jury duty) | | | | | | 47% |
| Unpaid sabbaticals | 18% | 14% | 18% | 16% | 26% | 29% |


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# RETIREMENT


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# RETIREMENT

**QUESTION**

Is the following program offered at your organization to some or all employees?

*This item was edited to add "with pre-tax deferrals" in 2021.

| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|---|
| n= | 1,340 | 688 | 797 | 1,012 | 657 | 490 | 867 |
| Defined contribution plan with pre-tax deferrals (e.g., 401(k), 4039(b), 457 plans)* | 90% | 98% | 99% | 99% | 98% | 95% | 97% |
| NEW Defined contribution plan with post-tax deferrals (e.g., ROTH 401(k) plan) | | | | | | | 81% |
| HSA for use in retirement | | | | | 45% | 44% | 45% |
| Nonqualified deferred compensation plan | | 44% | 47% | 50% | 46% | 43% | 36% |
| Defined benefit plan offered to most/ all employees | | | | | 29% | 36% | 36% |
| Retiree health-care benefits | | 33% | 31% | 32% | 32% | 30% | 26% |
| NEW Defined benefit plan offered to only certain groups of employees | | | | | | | 21% |
| NEW Other type of retirement plan (e.g., SIMPLE IRA plan) | | | | | | | 4% |
| Defined benefit plan that is grandfathered in for some long-tenured employees but is not offered to new hires | | | | | 32% | 28% | |


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# OTHER BENEFITS & PERQUISITES


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# OTHER BENEFITS & PERQUISITES

**QUESTION**

Is the following program offered at your organization to some or all employees?

| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|---|
| n= | 1,336 | 688 | 792 | 1,004 | 658 | 484 | 861 |
| Free parking | | 74% | 72% | 73% | 77% | 74% | 73% |
| Employee discount program | | 73% | 69% | 75% | 73% | 66% | 70% |
| NEW Relocation upon employer request | | | | | | | 70% |
| Pet insurance | | 23% | 26% | 29% | 33% | 29% | 39% |
| Tax advantaged option for commuter benefits | | | | | 40% | 33% | 36% |
| Long-term care insurance | | 34% | 30% | 33% | 32% | 28% | 30% |
| Auto/home insurance | | 27% | 27% | 25% | 27% | 22% | 24% |
| NEW Relocation upon employee request | | | | | | | 19% |
| Employee stock purchase plan (ESPP) | | 24% | 18% | 18% | 20% | 19% | 17% |
| Company-funded commuter benefit program | | | | | 17% | 17% | 15% |
| Parking subsidy | | | | | 16% | 17% | 14% |
| Concierge services | | 15% | 14% | 13% | 14% | 14% | 13% |
| Employee stock ownership plan (ESOP) | 21% | 16% | 13% | 13% | 9% | 10% | 7% |


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# OTHER BENEFITS & PERQUISITES

**QUESTION**

Is the following program offered at your organization to some or all employees?

| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|---|
| n= | 1,343 | 687 | 794 | 1,006 | 660 | 487 | 871 |
| Company car | 37% | 42% | 39% | 42% | 38% | 39% | 36% |
| Car allowance | 42% | 51% | 51% | 52% | 52% | 51% | 50% |
| Cell phone (employer-issued, monthly allowance or reimbursement) | | 94% | 90% | 91% | 93% | 90% | 87% |
| Laptop computer | | 97% | 96% | 96% | 96% | 97% | 96% |
| NEW Tablet computer | | | | | | | 59% |


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# OTHER BENEFITS & PERQUISITES

**QUESTION**

Is the following program offered at your organization to some or all employees?

*These items were edited to include expense reimbursement in 2021.

| | 2020 | 2021 |
|---|---|---|
| n= | 477 | 860 |
| Internet service expense reimbursement* | 26% | 25% |
| Office supplies expense reimbursement* | 48% | 42% |
| Office furniture expense reimbursement* | 23% | 22% |
| NEW Cash allowance | | 9% |


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# BASE PAY


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# BASE PAY

**QUESTION**

Is the following program offered at your organization to some or all employees?

| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|---|
| n= | 1,403 | 689 | 798 | 1,011 | 656 | 470 | 867 |
| Performance-based pay increase (merit increase) | 92% | 95% | 94% | 92% | 93% | 88% | 91% |
| Pay equity adjustments | | | | | | 80% | 86% |
| Market-based adjustments (not COLA) | | | | | 80% | 69% | 82% |
| Pay for holidays worked (above standard) | | | | | 70% | 71% | 65% |
| Shift differential pay | | 65% | 66% | 68% | 68% | 63% | 62% |
| Accelerated adjustments for high potential/high performers | | | | | 46% | 46% | 53% |
| Geographic or locality differential | | | | 46% | 49% | 47% | 50% |
| On-call pay | | 57% | 56% | 56% | 55% | 52% | 50% |
| Weekend pay | | 71% | 69% | 73% | 47% | 46% | 44% |
| Call-in pay | | 39% | 39% | 43% | 42% | 41% | 36% |
| Geographic or locality pay adjustment | 53% | 45% | 45% | 30% | 25% | 31% | 31% |
| Across-the-board pay increase (not COLA) | 29% | 21% | 22% | 23% | 17% | 25% | 25% |
| Skill-based pay | | 20% | 21% | 22% | 17% | 22% | 21% |
| Cost-of-living adjustments (COLA) | 15% | 21% | 16% | 20% | 16% | 22% | 20% |
| Hazard pay | | 18% | 16% | 17% | 15% | 23% | 19% |
| Overtime pay for exempt employees | 24% | 17% | 16% | 16% | 16% | 18% | 14% |
| Bilingual pay | | 14% | 15% | 14% | 16% | 17% | 14% |
| Longevity pay increase | 10% | 8% | 8% | 9% | 6% | 9% | 9% |


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# BONUSES & COMMISSIONS


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# BONUSES & COMMISSIONS

**QUESTION**

Is the following program offered at your organization to some or all employees?

| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|---|
| n= | 1,365 | 682 | 790 | 1,000 | 650 | 476 | 820 |
| Referral bonus | | 74% | 76% | 76% | 78% | 74% | 85% |
| Sign-on bonus | | | | | 80% | 71% | 84% |
| Spot bonus | | 67% | 67% | 69% | 71% | 64% | 73% |
| Retention bonus | 59% | 59% | 55% | 59% | 63% | 55% | 65% |
| Commissions | 52% | 52% | 56% | 53% | 52% | 51% | 55% |
| Project completion bonus | | 40% | 40% | 43% | 46% | 35% | 38% |
| SPIFF | | | | | 23% | 22% | 22% |


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# INCENTIVES


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# SHORT-TERM INCENTIVES

**QUESTION**

Is the following program offered at your organization to some or all employees?

*This item was edited to specify short-term in 2021.

**This item was edited to include organizational objectives in 2021.

| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|---|
| n= | 1,342 | 678 | 791 | 1,002 | 649 | 474 | 665 |
| Individual performance-based incentives (short-term)* | 65% | 69% | 67% | 68% | 63% | 61% | 76% |
| Performance sharing for organizational objectives (short-term)** | | 32% | 28% | 31% | 31% | 30% | 71% |
| Cash profit sharing | 21% | 22% | 22% | 20% | 18% | 16% | 21% |


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# LONG-TERM INCENTIVES

**QUESTION**

Is the following program offered at your organization to some or all employees?

*This item was edited to include organizational objectives in 2021.

| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|---|
| n= | 1,328 | 670 | 782 | 981 | 644 | 472 | 509 |
| Performance sharing for organizational objectives (long-term)* | | 46% | 45% | 45% | 47% | 44% | 58% |
| Restricted stock/restricted stock units (RSUs) | 41% | 39% | 36% | 33% | 36% | 32% | 56% |
| NEW Individual performance-based incentives (long-term) | | | | | | | 42% |
| Stock options/stock appreciation rights (SARs) | | 29% | 23% | 21% | 20% | 21% | 31% |


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# PERFORMANCE MANAGEMENT


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# PERFORMANCE MANAGEMENT

**QUESTION**

Is the following program offered at your organization to some or all employees?

| | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|
| n= | 694 | 794 | 1,006 | 651 | 478 | 850 |
| Formal annual performance appraisals/ reviews | 94% | 91% | 92% | 89% | 89% | 90% |
| Formal performance ratings | 85% | 80% | 81% | 77% | 73% | 77% |
| Frequent performance check-ins (at least quarterly) | 42% | 50% | 49% | 53% | 55% | 59% |
| Guideline distribution (suggested performance rating distributions) | | | | 46% | 47% | 47% |
| Formal periodic (e.g., quarterly) performance appraisals/reviews | | | | 42% | 48% | 44% |
| Informal performance ratings (used for pay decisions but not shared with employee) | 18% | 16% | 17% | 17% | 19% | 19% |
| Crowd-sourced feedback | 15% | 16% | 17% | 18% | 20% | 18% |
| Forced ranking (ranking each employee individually by performance) | 11% | 8% | 9% | 7% | 13% | 8% |
| Forced distribution (mandated performance rating distributions) | | | 6% | 5% | 8% | 6% |


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# RECOGNITION


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# RECOGNITION

**QUESTION**

Is the following program offered at your organization to some or all employees?

| | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|
| n= | 682 | 789 | 995 | 644 | 474 | 821 |
| Length-of-service awards | 81% | 80% | 81% | 83% | 79% | 81% |
| Appreciation luncheons, outings, formal events | 76% | 77% | 76% | 81% | 71% | 79% |
| Above-and-beyond performance awards | 55% | 58% | 55% | 55% | 55% | 59% |
| Peer-to-peer awards/practices | 40% | 41% | 38% | 42% | 45% | 47% |
| Retirement awards | 44% | 43% | 44% | 43% | 45% | 45% |
| Suggestion/idea programs | 39% | 40% | 38% | 38% | 36% | 37% |
| Strategy/goal-specific awards, not recognized through separate incentive plan (quality, customer, cost savings, productivity, safety) | 35% | 35% | 34% | 27% | 29% | 31% |
| Major family event celebration (e.g., birth, wedding) | 31% | 30% | 27% | 38% | 29% | 27% |
| Employee of the month/year awards | 23% | 24% | 25% | 23% | 22% | 26% |
| Major career event (e.g., degree completion, certification, promotion) | | | | 19% | 21% | 20% |


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# DEVELOPMENT OPPORTUNITIES


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# DEVELOPMENT OPPORTUNITIES

**QUESTION**

Is the following program offered at your organization to some or all employees?

| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|---|
| n= | 1,403 | 692 | 793 | 1,005 | 649 | 477 | 863 |
| Promotions | 98% | 98% | 99% | 99% | 99% | 98% | 99% |
| Internal job postings | | 96% | 95% | 96% | 96% | 95% | 95% |
| Outside seminars and conferences | | 96% | 93% | 93% | 95% | 94% | 91% |
| Classroom learning, virtual learning, podcasts, webinars | | 92% | 92% | 91% | 93% | 91% | 90% |
| Informal coaching/mentoring | | 84% | 84% | 85% | 84% | 88% | 84% |
| Self-development tools | | 81% | 80% | 80% | 84% | 84% | 84% |
| Leadership training | 88% | 84% | 85% | 84% | 88% | 84% | 83% |
| Tuition reimbursement | 89% | 87% | 85% | 86% | 86% | 85% | 81% |
| Internships | | 83% | 85% | 85% | 84% | 77% | 76% |
| Special project opportunities | | | | 79% | 79% | 77% | 73% |
| Succession planning | | 74% | 73% | 75% | 78% | 74% | 73% |
| Career ladders or pathways | | 69% | 71% | 70% | 72% | 66% | 70% |
| Formal coaching/mentoring | | 50% | 52% | 51% | 49% | 48% | 53% |
| Job rotations | 33% | 37% | 30% | 30% | 32% | 33% | 30% |
| Apprenticeships | | 24% | 22% | 25% | 22% | 24% | 24% |
| Tuition discounts | | 20% | 19% | 20% | 20% | 26% | 23% |
| Externships | | | | | 7% | 9% | 7% |


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# DEVELOPMENT OPPORTUNITIES

**QUESTION**

Is the following program offered at your organization to some or all employees?

| | 2019 | 2020 | 2021 |
|---|---|---|---|
| n= | 637 | 463 | 843 |
| Access to job-related conferences and seminars | 93% | 92% | 90% |
| Self-paced online training | 81% | 81% | 83% |
| Leadership training - general | 79% | 78% | 73% |
| On-site training courses to enhance job-related skills | 78% | 76% | 73% |
| Online educational resources with self-directed learning | 62% | 63% | 67% |
| Internal networking and affiliation groups | 64% | 65% | 64% |
| NEW Learning specifically aimed toward diversity, equity and inclusion topics | | | 63% |
| Learning specifically aimed toward wellbeing topics: work life balance, financial wellbeing, physical health and mental health | 59% | 60% | 61% |
| Leadership training - performance feedback | 57% | 61% | 57% |
| Emerging leadership programs | 55% | 59% | 52% |
| New hire training program beyond standard HR orientation | 47% | 50% | 49% |
| Access to personal-interest conferences and seminars | 42% | 49% | 45% |
| Leadership training - pay for performance strategies | 33% | 35% | 33% |
| Career pathing/resource centers | 28% | 32% | 29% |
| Professional and/or life coaching | 30% | 29% | 28% |
| Corporate university | 19% | 18% | 21% |
| Cohort experience-based learning designed to solve business problems | 21% | 20% | 19% |
| Training for technical enablement and STEM preparedness | 14% | 21% | 17% |


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# CARING FOR DEPENDENTS


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# CARING FOR DEPENDENTS

**QUESTION**

Is the following program offered at your organization to some or all employees?

*This item was edited to include resources in 2021.

| | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|
| n= | 675 | 781 | 978 | 634 | 451 | 758 |
| Dependent care spending account program (e.g., U.S. IRC Section 125 plans) | 71% | 74% | 73% | 75% | 65% | 78% |
| Lactation-support services and resources (e.g., education, lactation consultants, mother's room)* | 65% | 71% | 71% | 75% | 64% | 71% |
| Child-care resource and referral services | | | | 41% | 48% | 48% |
| Elder-care resource and referral services | | | | 38% | 41% | 44% |
| Adoption assistance | 28% | 28% | 30% | 34% | 32% | 35% |
| Fertility assistance | | | 18% | 22% | 21% | 27% |
| Adoption reimbursement | 18% | 20% | 20% | 26% | 23% | 26% |
| Support for employees with responsibility for individual(s) with special needs | 9% | 11% | 10% | 13% | 17% | 15% |
| Backup child or elder care (center-based/in-home) | 8% | 9% | 9% | 9% | 12% | 12% |
| On- or near-site child-care center (sponsored or operated by employer or union) | 7% | 7% | 8% | 9% | 12% | 12% |
| Employee discount program for dependent-care providers | 7% | 7% | 8% | 8% | 9% | 10% |
| Child-care subsidies or discounts (e.g., U.S. IRC Section 129 plans) | 9% | 9% | 10% | 10% | 10% | 9% |
| On-site or virtual caregiver support | 2% | 4% | 3% | 4% | 6% | 6% |
| On- or near-site elder-care center (sponosred or operated by employer or union) | 1% | 1% | 1% | 2% | 2% | 2% |
| Travel-related dependent care expense reimbursement (for child, elder or specialneeds) | 2% | 1% | 2% | 2% | 5% | 2% |


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# CULTURE INITIATIVES & COMMUNITY


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# CULTURE INITIATIVES & COMMUNITY

**QUESTION**

Is the following program offered at your organization to some or all employees?

*This item was edited to include resources in 2021.

| | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|
| n= | 663 | 771 | 973 | 622 | 457 | 792 |
| Diversity, equity and inclusion initiatives* | 53% | 55% | 58% | 65% | 76% | 80% |
| Charitable fundraising programs (e.g., United Way drive) | 71% | 74% | 69% | 68% | 66% | 67% |
| Corporate social responsibility/green initiatives | 63% | 64% | 63% | 61% | 59% | 62% |
| Work-environment initiatives (e.g., creating a purpose-driven culture, shifting to a flexible environment, health-leadership initiatives) | 59% | 59% | 61% | 55% | 58% | 61% |
| "Best Place to Work" branding initiative | | | | 46% | 43% | 50% |
| Women's advancement initiatives | 34% | 29% | 36% | 38% | 40% | 40% |
| Matching gift program | 38% | 36% | 34% | 35% | 36% | 40% |
| Company foundation | | | | 36% | 39% | 36% |
| Disaster relief fund | 24% | 26% | 31% | 28% | 30% | 28% |
| In-kind donations | 29% | 27% | 25% | 27% | 27% | 26% |
| Multigenerational initiatives | 22% | 19% | 19% | 24% | 20% | 20% |


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# FINANCIAL WELLNESS


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# FINANCIAL WELLNESS

**QUESTION**

Is the following program offered at your organization to some or all employees?

| | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|
| n= | 668 | 765 | 969 | 623 | 448 | 703 |
| Personal financial-planning services (e.g., seminars, access to financial planners, estate planning) | 53% | 55% | 54% | 56% | 57% | 67% |
| Outplacement or severance benefits | | | | 64% | 62% | 64% |
| Legal insurance, referral or consultation | 45% | 47% | 48% | 45% | 45% | 54% |
| Identity theft insurance | 24% | 28% | 34% | 34% | 34% | 46% |
| Debt management (e.g., counseling, mortgage assistance) | 22% | 25% | 27% | 26% | 27% | 31% |
| College scholarships for employees' children | 23% | 24% | 20% | 26% | 19% | 23% |
| College savings plan (e.g., 529 plans in the U.S.) | 14% | 17% | 16% | 18% | 13% | 16% |
| College preparation planning (e.g., application preparation, scholarship counseling) | 8% | 8% | 8% | 8% | 12% | 12% |
| Employees scholarships/student aid/loans | 11% | 11% | 10% | 26% | 11% | 11% |
| Student loan debt repayment assistance | 4% | 4% | 6% | 9% | 10% | 11% |
| Personal tax services | 7% | 6% | 5% | 7% | 9% | 8% |


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# WORKPLACE FLEXIBILITY


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# WORKPLACE FLEXIBILITY

**QUESTION**

Is the following program offered at your organization to some or all employees?

| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|---|
| n= | 1,331 | 678 | 779 | 985 | 634 | 454 | 831 |
| Occasional telework (telework occurs on an occasional/part-time basis) | | 71% | 72% | 71% | 86% | 89% | 88% |
| Telework, ad hoc | | 78% | 78% | 78% | 73% | 80% | 84% |
| Flex time | 69% | 75% | 73% | 72% | 73% | 73% | 74% |
| Designed telework (job designed to be performed remotely and may be full- or part-time) | | | | 57% | 55% | 63% | 72% |
| Part-time/reduced-work schedules | | 74% | 75% | 72% | 76% | 73% | 69% |
| Shift flexibility | | 48% | 50% | 49% | 52% | 55% | 48% |
| Phased return to work after leave of absence | | 51% | 48% | 49% | 47% | 52% | 41% |
| Alternative worksites | | 33% | 32% | 36% | 32% | 34% | 34% |
| Compressed workweek | 44% | 41% | 40% | 40% | 40% | 41% | 32% |
| Phased retirement | 17% | 29% | 28% | 31% | 31% | 34% | 31% |
| Seasonal schedules (e.g., summer hours) | | 29% | 28% | 29% | 31% | 29% | 25% |
| Results-based work environment | | 17% | 17% | 17% | 18% | 17% | 16% |
| Annualized hours | | 7% | 7% | 8% | 15% | 13% | 11% |
| Job sharing | | 13% | 11% | 13% | 10% | 14% | 9% |
| Career on- and off-ramps | | 4% | 7% | 6% | 6% | 7% | 6% |


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# PARTICIPANT PROFILE


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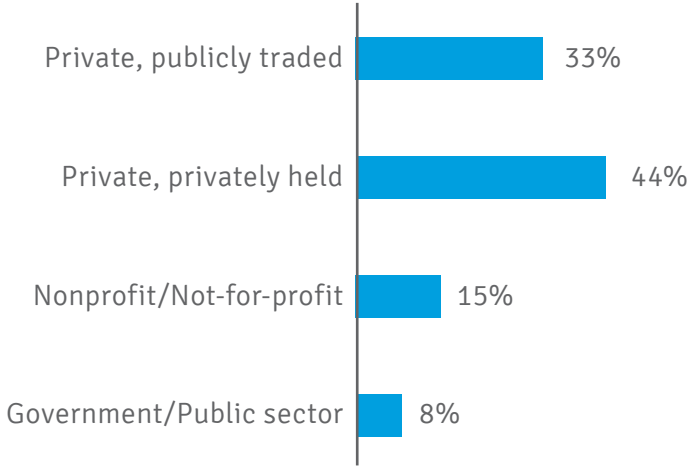
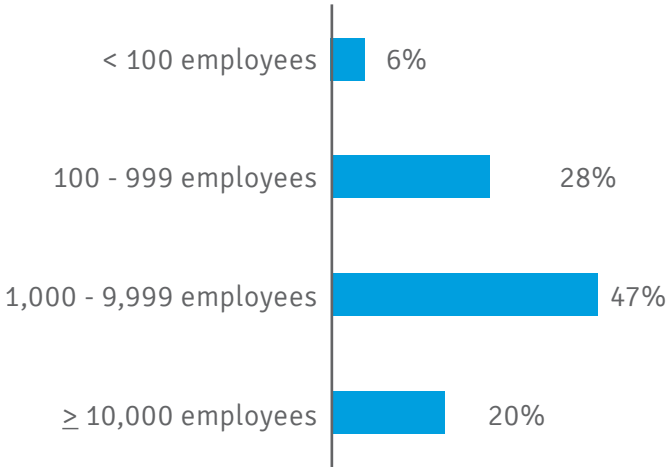
# ORGANIZATION PROFILE

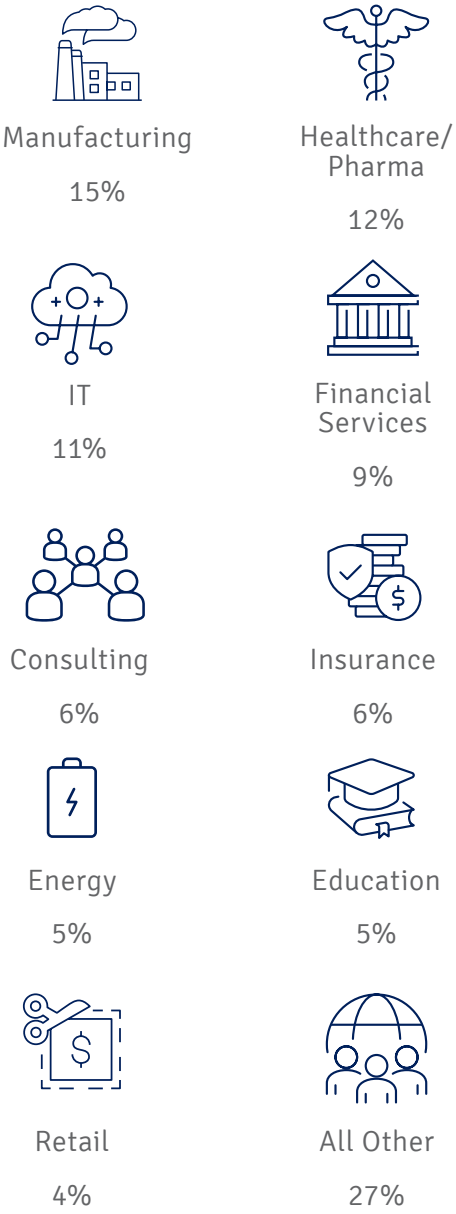
## SECTOR




## SIZE




## INDUSTRY

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# RESULTS BY GROUP

- **INDUSTRY**
- **ORGANIZATION SECTOR**
- **ORGANIZATION SIZE**


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# HEALTH & WELFARE

Is the following program offered at your organization to some or all employees?

| | All | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **1,003** | 99 | 89 | 129 | 47 | 234 | 393 | 167 | 276 | 367 | 128 | 70 |
| PPO medical plan | **87%** | 89% | 92% | 85% | 72% | 88% | 87% | 84% | 84% | 86% | 88% | 87% |
| HMO medical plan | **35%** | 35% | 40% | 23% | 34% | 31% | 29% | 46% | 35% | 28% | 40% | 39% |
| High-deductible health plan | **81%** | 80% | 96% | 84% | 66% | 79% | 82% | 87% | 87% | 84% | 74% | 61% |
| Dental plan | **99%** | 100% | 100% | 99% | 89% | 100% | 100% | 98% | 99% | 98% | 100% | 99% |
| Employee life insurance/AD&D | **99%** | 100% | 100% | 100% | 94% | 100% | 100% | 99% | 100% | 98% | 99% | 100% |
| Spouse/dependent life insurance | **91%** | 93% | 91% | 94% | 51% | 92% | 93% | 95% | 95% | 88% | 91% | 93% |
| Short-term disability (STD) insurance | **94%** | 95% | 96% | 99% | 81% | 92% | 94% | 98% | 99% | 94% | 91% | 71% |
| Long-term disability (LTD) insurance | **97%** | 93% | 98% | 99% | 85% | 96% | 98% | 99% | 99% | 96% | 95% | 96% |
| Health savings accounts (HSAs) | **81%** | 81% | 92% | 83% | 64% | 77% | 83% | 88% | 89% | 79% | 76% | 69% |
| Flexible spending accounts (FSAs) | **91%** | 91% | 94% | 93% | 62% | 88% | 94% | 96% | 94% | 87% | 95% | 91% |
| Health reimbursement accounts (HRAs) | **26%** | 20% | 23% | 25% | 19% | 21% | 25% | 34% | 30% | 20% | 24% | 37% |


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# HEALTH & WELFARE (CONT.)

Is the following program offered at your organization to some or all employees?

| | All | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **1,007** | 99 | 89 | 129 | 52 | 234 | 393 | 166 | 275 | 372 | 128 | 70 |
| Behavioral/mental health plan | **95%** | 95% | 97% | 95% | 75% | 95% | 98% | 96% | 98% | 92% | 99% | 96% |
| Prescription drug plan | **98%** | 99% | 99% | 98% | 90% | 99% | 99% | 99% | 100% | 98% | 100% | 99% |
| Vision plan | **98%** | 98% | 100% | 99% | 79% | 99% | 99% | 99% | 99% | 97% | 99% | 97% |
| Telemedicine services | **97%** | 97% | 96% | 98% | 83% | 97% | 97% | 98% | 98% | 95% | 99% | 91% |


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# HEALTH & WELFARE (CONT.)

Is the following program offered at your organization to some or all employees?

| | | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | All | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **923** | 99 | 89 | 129 | 52 | 233 | 393 | 166 | 275 | 271 | 128 | 70 |
| Employee assistance program (EAP) | **97%** | 98% | 98% | 99% | 39% | 74% | 91% | 96% | 96% | 13% | 91% | 100% |
| Immunization clinics or promotions | **82%** | 84% | 78% | 86% | 83% | 70% | 61% | 87% | 74% | 39% | 91% | 96% |
| Outcomes-based wellness program | **54%** | 51% | 48% | 58% | 92% | 66% | 56% | 87% | 73% | 49% | 85% | 93% |
| Participatory wellness program | **77%** | 72% | 70% | 81% | 87% | 64% | 61% | 88% | 74% | 42% | 87% | 97% |
| Health-risk assessment (HRA) | **66%** | 61% | 55% | 70% | 90% | 63% | 59% | 87% | 73% | 44% | 86% | 97% |
| Health advocacy program | **67%** | 61% | 64% | 69% | 88% | 67% | 59% | 87% | 76% | 45% | 85% | 94% |
| Health coaching | **74%** | 74% | 67% | 72% | 86% | 63% | 59% | 91% | 74% | 41% | 90% | 95% |
| 24-hour nurse line | **79%** | 81% | 80% | 84% | 90% | 67% | 58% | 85% | 75% | 47% | 86% | 92% |
| Biometric/wellness screening (on-site or through a doctor visit) | **69%** | 60% | 62% | 78% | 87% | 68% | 59% | 86% | 75% | 44% | 86% | 95% |
| Use of wearable technology for encouraging wellness results | **34%** | 40% | 35% | 33% | 93% | 69% | 54% | 84% | 70% | 52% | 87% | 92% |
| Health fairs (on-site or virtual) | **54%** | 47% | 56% | 57% | 88% | 67% | 59% | 86% | 72% | 46% | 87% | 95% |
| On-site medical clinic or nurse | **26%** | 30% | 16% | 41% | 92% | 68% | 55% | 84% | 69% | 52% | 86% | 93% |


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# HEALTH & WELFARE (CONT.)

Is the following program offered at your organization to some or all employees?

| | | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | All | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **896** | 99 | 89 | 129 | 52 | 234 | 391 | 166 | 274 | 372 | 127 | 69 |
| Seminars, webinars or literature to promote wellness and well-being | **87%** | 66% | 71% | 63% | 81% | 63% | 67% | 90% | 73% | 37% | 94% | 96% |
| Stress-reduction programs/ offerings (e.g., yoga, massage, meditation, mindfulness) | **69%** | 71% | 81% | 48% | 89% | 71% | 56% | 84% | 68% | 50% | 88% | 94% |
| Tobacco-/smoking-cessation support | **82%** | 60% | 64% | 76% | 83% | 56% | 68% | 93% | 74% | 40% | 88% | 98% |
| Nutritional counseling (on-site or covered by medical plan) | **69%** | 68% | 72% | 60% | 88% | 67% | 58% | 87% | 70% | 44% | 90% | 96% |
| Weight-management programs | **70%** | 66% | 70% | 63% | 88% | 65% | 60% | 88% | 74% | 42% | 89% | 96% |
| Subsidized weight-loss programs | **34%** | 70% | 71% | 59% | 93% | 68% | 54% | 86% | 70% | 53% | 86% | 92% |
| Wellness incentives (e.g., cash and noncash prizes, acknowledgement, rewards) | **62%** | 66% | 72% | 62% | 90% | 69% | 57% | 84% | 74% | 48% | 85% | 93% |
| Wellness gamification (e.g., contests, lotteries, points, quizzes, leaderboards, avatars) | **44%** | 69% | 71% | 60% | 92% | 71% | 54% | 83% | 70% | 49% | 87% | 93% |
| Workplace sleep program | **11%** | 15% | 10% | 9% | 8% | 8% | 12% | 17% | 10% | 11% | 15% | 16% |


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# HEALTH & WELFARE (CONT.)

Is the following program offered at your organization to some or all employees?

| | | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **All** | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **793** | 88 | 87 | 117 | 34 | 204 | 354 | 157 | 251 | 313 | 118 | 67 |
| On-site fitness center | **58%** | 49% | 53% | 66% | 38% | 51% | 59% | 69% | 63% | 51% | 61% | 66% |
| On-site fitness classes | **32%** | 33% | 25% | 39% | 12% | 21% | 33% | 52% | 37% | 25% | 43% | 39% |
| Online fitness classes | **34%** | 33% | 40% | 29% | 32% | 31% | 33% | 42% | 36% | 29% | 47% | 30% |
| Discounted fitness-club membership | **54%** | 57% | 60% | 49% | 50% | 54% | 53% | 59% | 53% | 52% | 61% | 60% |
| Fitness-related subsidies/ reimbursement | **39%** | 32% | 64% | 40% | 32% | 41% | 40% | 34% | 43% | 40% | 36% | 24% |
| Healthy cafeteria/vending machine options | **61%** | 73% | 62% | 67% | 24% | 53% | 65% | 71% | 64% | 59% | 68% | 43% |
| Healthy cafeteria/vending machine options subsidized by the employer | **28%** | 35% | 41% | 28% | 21% | 28% | 27% | 32% | 29% | 31% | 29% | 6% |


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# PAID TIME OFF

Is the following program offered at your organization to some or all employees?

| | All | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **886** | 99 | 89 | 129 | 49 | 234 | 393 | 167 | 276 | 369 | 128 | 70 |
| PTO bank (e.g., combined vacation, sick and other approved leave) | **51%** | 67% | 57% | 47% | 43% | 47% | 54% | 52% | 45% | 60% | 54% | 21% |
| Vacation (separate from PTO bank) | **53%** | 39% | 39% | 58% | 43% | 52% | 53% | 59% | 60% | 43% | 50% | 86% |
| Sick leave (separate from PTO bank) | **56%** | 48% | 54% | 57% | 43% | 56% | 56% | 62% | 64% | 45% | 55% | 91% |
| Personal leave (separate from PTO bank) | **47%** | 46% | 54% | 47% | 49% | 39% | 46% | 58% | 54% | 42% | 44% | 50% |
| Holiday pay | **97%** | 94% | 98% | 98% | 94% | 97% | 99% | 96% | 98% | 97% | 95% | 100% |
| Floating holidays | **60%** | 55% | 62% | 64% | 49% | 54% | 64% | 65% | 66% | 60% | 54% | 56% |
| Bereavement leave | **97%** | 97% | 98% | 98% | 94% | 97% | 97% | 99% | 99% | 98% | 94% | 94% |
| Paid sabbaticals | **10%** | 6% | 16% | 3% | 6% | 6% | 11% | 11% | 7% | 7% | 15% | 23% |
| Paid parental leave (e.g., nonmedical maternity, paternity, adoption) | **66%** | 54% | 79% | 61% | 33% | 69% | 64% | 80% | 79% | 62% | 60% | 53% |
| Paid medical or caregiver leave | **42%** | 42% | 46% | 36% | 25% | 39% | 41% | 57% | 54% | 35% | 45% | 34% |
| Shared/donation of leave program | **22%** | 30% | 11% | 8% | 16% | 19% | 26% | 20% | 14% | 16% | 32% | 67% |
| Redirected PTO to personal 401(k), HSA, cash, or college savings | **4%** | 6% | 2% | 4% | 0% | 3% | 3% | 7% | 2% | 2% | 9% | 10% |
| Unlimited paid time off | **17%** | 13% | 49% | 13% | 12% | 17% | 15% | 22% | 20% | 20% | 8% | 4% |
| Paid time off to volunteer as part of a company effort | **51%** | 40% | 56% | 50% | 49% | 48% | 55% | 53% | 61% | 51% | 41% | 44% |
| Paid time off to volunteer for an individual effort | **37%** | 30% | 60% | 27% | 33% | 41% | 39% | 34% | 44% | 38% | 34% | 21% |
| Paid time off to participate in school activities | **19%** | 17% | 24% | 15% | 27% | 21% | 18% | 17% | 18% | 19% | 18% | 29% |
| Civic duty pay (e.g., voting, jury duty beyond any legal requirements) | **74%** | 70% | 82% | 74% | 80% | 80% | 73% | 71% | 76% | 72% | 73% | 90% |


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# UNPAID TIME OFF

Is the following program offered at your organization to some or all employees?

| | All | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **580** | 70 | 62 | 79 | 32 | 157 | 257 | 112 | 175 | 244 | 88 | 51 |
| Unpaid, job-protected time off to care for or bond with new child (beyond legal requirements, if applicable, and beyond any paid parental leave your organization may offer) | **75%** | 73% | 84% | 66% | 69% | 74% | 76% | 73% | 77% | 70% | 78% | 78% |
| Unpaid medical or caregiver leave (beyond any legal requirements) | **69%** | 71% | 79% | 57% | 72% | 69% | 67% | 72% | 69% | 68% | 71% | 65% |
| Unpaid sabbaticals | **29%** | 34% | 27% | 20% | 25% | 27% | 28% | 35% | 30% | 22% | 34% | 47% |
| Unpaid civic duty leave (e.g., voting, jury duty) | **47%** | 49% | 48% | 52% | 47% | 53% | 46% | 43% | 41% | 53% | 46% | 45% |


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# RETIREMENT

Is the following program offered at your organization to some or all employees?

| | All | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **867** | 99 | 86 | 127 | 46 | 232 | 388 | 166 | 273 | 362 | 127 | 70 |
| Defined benefit plan offered to most/all employees | **36%** | 38% | 30% | 30% | 24% | 39% | 36% | 33% | 28% | 34% | 38% | 70% |
| Defined benefit plan offered to only certain groups of employees | **21%** | 16% | 7% | 31% | 2% | 13% | 24% | 35% | 29% | 16% | 17% | 37% |
| Defined contribution plan with pre-tax deferrals (e.g., 401[k], 403[b], 457 plans) | **97%** | 98% | 95% | 97% | 98% | 97% | 98% | 97% | 98% | 97% | 98% | 97% |
| Defined contribution plan with post-tax deferrals (e.g., ROTH 401[k] plan) | **81%** | 81% | 83% | 84% | 72% | 86% | 80% | 82% | 82% | 83% | 83% | 70% |
| Nonqualified deferred compensation plan | **36%** | 39% | 29% | 30% | 20% | 23% | 39% | 55% | 49% | 29% | 42% | 20% |
| Retiree health-care benefits | **26%** | 19% | 9% | 20% | 7% | 19% | 29% | 36% | 25% | 15% | 39% | 71% |
| HSA for use in retirement | **45%** | 50% | 43% | 43% | 28% | 48% | 42% | 55% | 52% | 44% | 44% | 34% |
| Other type of retirement plan (e.g., SIMPLE IRA plan, etc.) | **4%** | 3% | 2% | 5% | 2% | 3% | 4% | 6% | 3% | 3% | 8% | 9% |


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# OTHER BENEFITS & PERQUISITES

Is the following program offered at your organization to some or all employees?

| | | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | All | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **861** | 98 | 88 | 129 | 43 | 229 | 389 | 167 | 276 | 360 | 124 | 68 |
| Employee stock purchase plan (ESPP) | **17%** | 13% | 28% | 23% | 9% | 9% | 18% | 30% | 45% | 4% | 1% | 6% |
| Employee stock ownership plans (ESOP) | **7%** | 1% | 10% | 9% | 7% | 8% | 4% | 13% | 11% | 8% | 1% | 0% |
| Long-term care insurance | **30%** | 29% | 31% | 22% | 26% | 24% | 31% | 38% | 35% | 25% | 35% | 29% |
| Auto/home insurance | **24%** | 32% | 36% | 19% | 12% | 12% | 24% | 44% | 33% | 19% | 27% | 13% |
| Pet insurance | **39%** | 49% | 52% | 33% | 16% | 37% | 36% | 56% | 47% | 36% | 40% | 21% |
| Employee discount program | **70%** | 72% | 73% | 73% | 30% | 59% | 75% | 89% | 79% | 66% | 73% | 57% |
| Concierge services | **13%** | 15% | 18% | 12% | 5% | 12% | 12% | 19% | 15% | 13% | 15% | 4% |
| Free parking | **73%** | 75% | 72% | 74% | 86% | 75% | 71% | 73% | 69% | 77% | 75% | 65% |
| Parking subsidy | **14%** | 13% | 15% | 7% | 7% | 11% | 14% | 19% | 18% | 11% | 15% | 9% |
| Tax advantaged option for commuter benefits | **36%** | 31% | 60% | 24% | 21% | 31% | 37% | 46% | 43% | 34% | 36% | 21% |
| Company-funded commuter benefit program | **15%** | 11% | 24% | 9% | 16% | 17% | 13% | 16% | 16% | 12% | 18% | 18% |
| Relocation upon employer request | **70%** | 62% | 76% | 88% | 33% | 57% | 77% | 83% | 85% | 69% | 59% | 43% |
| Relocation upon employee request | **19%** | 13% | 26% | 17% | 12% | 18% | 21% | 17% | 18% | 20% | 19% | 18% |


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# OTHER BENEFITS & PERQUISITES (CONT.)

Is the following program offered at your organization to some or all employees?

| | | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | All | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **871** | 45 | 49 | 42 | 52 | 221 | 364 | 151 | 273 | 370 | 127 | 68 |
| Company car | **36%** | 64% | 64% | 72% | 92% | 69% | 56% | 83% | 44% | 33% | 25% | 44% |
| Car allowance | **50%** | 64% | 64% | 71% | 90% | 67% | 60% | 82% | 59% | 48% | 35% | 58% |
| Cell phone (employer-issued, monthly allowance or reimbursement) | **87%** | 59% | 65% | 76% | 85% | 75% | 54% | 86% | 91% | 85% | 86% | 88% |
| Laptop computer | **96%** | 67% | 33% | 100% | 81% | 75% | 53% | 91% | 97% | 95% | 98% | 94% |
| Tablet computer | **59%** | 67% | 64% | 69% | 91% | 70% | 57% | 82% | 62% | 55% | 60% | 75% |


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# OTHER BENEFITS & PERQUISITES (CONT.)

Is the following program offered at your organization to some or all employees?

| | | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | All | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **860** | 98 | 87 | 124 | 50 | 230 | 346 | 161 | 273 | 364 | 127 | 70 |
| Internet service expense reimbursement | **25%** | 16% | 36% | 24% | 42% | 25% | 24% | 23% | 24% | 30% | 22% | 13% |
| Office supplies expense reimbursement | **42%** | 32% | 47% | 40% | 58% | 48% | 36% | 38% | 42% | 43% | 47% | 20% |
| Office furniture expense reimbursement | **22%** | 17% | 36% | 20% | 22% | 24% | 21% | 18% | 21% | 24% | 20% | 10% |
| Cash allowance | **9%** | 7% | 23% | 4% | 8% | 10% | 8% | 10% | 10% | 9% | 10% | 1% |


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# BASE PAY

Is the following program offered at your organization to some or all employees?

| | All | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **867** | 99 | 89 | 129 | 47 | 233 | 392 | 167 | 275 | 366 | 128 | 70 |
| Shift differential pay | **62%** | 74% | 43% | 94% | 15% | 40% | 73% | 84% | 72% | 53% | 59% | 84% |
| Weekend pay | **44%** | 66% | 34% | 59% | 6% | 26% | 51% | 63% | 51% | 36% | 52% | 43% |
| Pay for holidays worked (above standard) | **65%** | 74% | 46% | 78% | 19% | 57% | 69% | 79% | 70% | 57% | 65% | 83% |
| On-call pay | **50%** | 66% | 48% | 47% | 9% | 44% | 53% | 64% | 51% | 41% | 59% | 80% |
| Call-in pay | **36%** | 54% | 29% | 43% | 4% | 25% | 41% | 49% | 39% | 27% | 45% | 61% |
| Hazard pay | **19%** | 20% | 12% | 15% | 4% | 9% | 21% | 29% | 20% | 10% | 20% | 50% |
| Bilingual pay | **14%** | 18% | 10% | 5% | 0% | 11% | 16% | 18% | 14% | 9% | 22% | 30% |
| Skill-based pay | **21%** | 14% | 12% | 32% | 9% | 18% | 22% | 24% | 24% | 19% | 16% | 20% |
| Cost-of-living adjustments (COLA) | **20%** | 10% | 14% | 20% | 21% | 21% | 18% | 21% | 22% | 18% | 15% | 26% |
| Across-the-board pay increase (not COLA) | **25%** | 32% | 9% | 28% | 21% | 24% | 25% | 29% | 17% | 22% | 34% | 56% |
| Performance-based pay increase (merit increases) | **91%** | 83% | 97% | 97% | 92% | 90% | 92% | 90% | 96% | 96% | 81% | 64% |
| Market-based adjustments (not COLA) | **82%** | 90% | 80% | 88% | 60% | 87% | 81% | 85% | 82% | 81% | 85% | 83% |
| Pay equity adjustments | **86%** | 87% | 92% | 86% | 70% | 88% | 85% | 90% | 91% | 83% | 90% | 77% |
| Accelerated adjustments for high potential/high performers | **53%** | 37% | 67% | 57% | 62% | 54% | 50% | 58% | 58% | 62% | 34% | 23% |
| Longevity pay increase | **9%** | 12% | 3% | 7% | 13% | 8% | 6% | 13% | 7% | 6% | 9% | 27% |
| Geographic or locality differential | **50%** | 48% | 70% | 57% | 23% | 42% | 52% | 67% | 62% | 55% | 34% | 13% |
| Geographic or locality pay adjustment | **31%** | 28% | 46% | 33% | 13% | 28% | 33% | 40% | 40% | 34% | 20% | 9% |
| Overtime pay for exempt employees | **14%** | 16% | 11% | 18% | 9% | 8% | 13% | 28% | 17% | 10% | 13% | 26% |


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# BONUSES & COMMISSIONS

Is the following program offered at your organization to some or all employees?

| | | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | All | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **820** | 97 | 89 | 127 | 34 | 219 | 376 | 164 | 275 | 355 | 114 | 49 |
| Referral bonus | **85%** | 95% | 92% | 88% | 65% | 84% | 85% | 90% | 89% | 87% | 86% | 41% |
| Sign-on bonus | **84%** | 93% | 89% | 84% | 44% | 80% | 87% | 93% | 92% | 83% | 80% | 65% |
| Retention bonus | **65%** | 75% | 70% | 63% | 21% | 49% | 72% | 80% | 75% | 60% | 60% | 61% |
| Spot bonus | **73%** | 71% | 89% | 74% | 68% | 71% | 75% | 72% | 77% | 74% | 73% | 43% |
| Project completion bonus | **38%** | 42% | 40% | 47% | 27% | 33% | 42% | 41% | 45% | 37% | 37% | 20% |
| Commissions | **55%** | 45% | 75% | 65% | 38% | 54% | 57% | 54% | 66% | 59% | 32% | 14% |
| SPIFF | **22%** | 22% | 51% | 20% | 15% | 17% | 26% | 20% | 27% | 25% | 9% | 0% |


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# SHORT-TERM INCENTIVES

Is the following program offered at your organization to some or all employees?

| | | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **All** | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **665** | 79 | 71 | 116 | 36 | 162 | 306 | 141 | 251 | 303 | 76 | 15 |
| Cash profit sharing | **21%** | 10% | 16% | 30% | 33% | 18% | 20% | 18% | 20% | 25% | 5% | 0% |
| Individual performance-based incentives (short-term) | **76%** | 79% | 70% | 62% | 81% | 78% | 75% | 72% | 77% | 76% | 66% | 80% |
| Performance sharing for organizational objectives (short-term) | **71%** | 66% | 72% | 77% | 53% | 69% | 69% | 80% | 73% | 69% | 68% | 67% |


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# LONG-TERM INCENTIVES

Is the following program offered at your organization to some or all employees?

| | | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **All** | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **509** | 50 | 70 | 91 | 18 | 117 | 232 | 132 | 253 | 200 | 37 | 9 |
| Stock options/stock appreciation rights (SARs) | **31%** | 40% | 30% | 40% | 39% | 39% | 25% | 33% | 39% | 28% | 0% | 0% |
| Restricted stock/restricted stock units (RSUs) | **56%** | 46% | 71% | 59% | 33% | 44% | 55% | 73% | 87% | 28% | 3% | 44% |
| Performance sharing for organizational objectives (long-term) | **58%** | 44% | 40% | 65% | 39% | 45% | 61% | 67% | 57% | 58% | 70% | 56% |
| Individual performance-based incentives (long-term) | **42%** | 40% | 27% | 34% | 61% | 50% | 41% | 36% | 35% | 48% | 51% | 67% |


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# PERFORMANCE MANAGEMENT

Is the following program offered at your organization to some or all employees?

| | All | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **850** | 97 | 88 | 127 | 47 | 232 | 384 | 163 | 269 | 363 | 124 | 70 |
| Formal annual performance appraisals/reviews | **90%** | 93% | 80% | 97% | 81% | 90% | 92% | 90% | 89% | 90% | 91% | 97% |
| Formal periodic (e.g., quarterly) performance appraisals/reviews | **44%** | 37% | 48% | 43% | 55% | 45% | 45% | 43% | 42% | 48% | 48% | 39% |
| Formal performance ratings | **77%** | 79% | 71% | 84% | 60% | 73% | 79% | 80% | 75% | 77% | 73% | 80% |
| Informal performance ratings (used for pay decisions but not shared with employee) | **19%** | 19% | 24% | 16% | 19% | 26% | 16% | 15% | 18% | 24% | 11% | 9% |
| Forced ranking (ranking each employee individually by performance) | **8%** | 10% | 10% | 9% | 4% | 9% | 7% | 11% | 8% | 9% | 7% | 4% |
| Forced distribution (mandated performance rating distributions) | **6%** | 6% | 7% | 7% | 0% | 6% | 6% | 7% | 8% | 6% | 3% | 1% |
| Guideline distribution (suggested performance rating distributions) | **47%** | 49% | 53% | 61% | 9% | 44% | 50% | 56% | 54% | 47% | 44% | 26% |
| Frequent performance check-ins (at least quarterly) | **59%** | 58% | 64% | 54% | 68% | 55% | 57% | 69% | 64% | 57% | 63% | 50% |
| Crowd-sourced feedback | **18%** | 19% | 28% | 19% | 9% | 15% | 20% | 22% | 22% | 17% | 18% | 10% |


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# RECOGNITION

Is the following program offered at your organization to some or all employees?

| | All | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **821** | 98 | 83 | 124 | 45 | 225 | 375 | 155 | 258 | 353 | 122 | 67 |
| Length-of-service awards | **81%** | 75% | 69% | 90% | 44% | 80% | 84% | 86% | 82% | 77% | 91% | 85% |
| Retirement awards | **45%** | 44% | 19% | 57% | 31% | 46% | 45% | 43% | 35% | 43% | 59% | 60% |
| Peer-to-peer awards/practices | **47%** | 53% | 58% | 43% | 29% | 49% | 46% | 54% | 56% | 41% | 52% | 40% |
| Above-and-beyond performance awards | **59%** | 64% | 65% | 61% | 44% | 59% | 58% | 65% | 66% | 55% | 61% | 48% |
| Employee of the month/year awards | **26%** | 35% | 33% | 19% | 13% | 26% | 26% | 27% | 23% | 27% | 24% | 31% |
| Appreciation luncheons, outings, formal events | **79%** | 82% | 75% | 84% | 96% | 82% | 78% | 72% | 75% | 82% | 84% | 67% |
| Strategy/goal-specific awards, not recognized through separate incentive plan (quality, customer, cost savings, productivity, safety) | **31%** | 32% | 27% | 37% | 16% | 32% | 30% | 34% | 36% | 29% | 29% | 15% |
| Suggestion/idea programs | **37%** | 40% | 35% | 49% | 33% | 35% | 34% | 45% | 43% | 35% | 31% | 28% |
| Major family event celebration (e.g., birth, wedding) | **27%** | 18% | 27% | 24% | 49% | 37% | 22% | 21% | 25% | 33% | 27% | 10% |
| Major career event (e.g., degree completion, certification, promotion) | **20%** | 15% | 16% | 14% | 31% | 26% | 17% | 13% | 17% | 21% | 22% | 15% |


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# DEVELOPMENT OPPORTUNITIES

Is the following program offered at your organization to some or all employees?

| | | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | All | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **863** | 99 | 88 | 129 | 51 | 233 | 393 | 167 | 276 | 370 | 128 | 70 |
| Internal job postings | **95%** | 97% | 94% | 98% | 57% | 95% | 98% | 98% | 98% | 92% | 95% | 94% |
| Promotions | **99%** | 98% | 100% | 100% | 88% | 99% | 100% | 99% | 100% | 98% | 98% | 97% |
| Tuition reimbursement | **81%** | 79% | 73% | 91% | 53% | 74% | 84% | 90% | 84% | 77% | 84% | 80% |
| Tuition discounts | **23%** | 29% | 14% | 17% | 12% | 14% | 23% | 37% | 22% | 16% | 38% | 31% |
| Internships | **76%** | 68% | 82% | 83% | 55% | 75% | 77% | 84% | 82% | 75% | 73% | 69% |
| Externships | **7%** | 13% | 3% | 6% | 6% | 5% | 7% | 9% | 6% | 6% | 8% | 10% |
| Apprenticeships | **24%** | 18% | 13% | 43% | 6% | 16% | 28% | 30% | 31% | 19% | 19% | 30% |
| Career ladders or pathways | **70%** | 81% | 81% | 68% | 43% | 68% | 71% | 79% | 74% | 67% | 72% | 66% |
| Succession planning | **73%** | 71% | 69% | 84% | 45% | 68% | 74% | 88% | 86% | 70% | 67% | 53% |
| Job rotations | **30%** | 22% | 19% | 43% | 10% | 18% | 30% | 53% | 42% | 27% | 20% | 19% |
| Informal coaching/mentoring | **84%** | 81% | 88% | 85% | 71% | 82% | 85% | 89% | 86% | 82% | 85% | 83% |
| Formal coaching/mentoring | **53%** | 54% | 51% | 54% | 41% | 48% | 50% | 69% | 58% | 47% | 59% | 51% |
| Leadership training | **83%** | 87% | 83% | 85% | 63% | 77% | 86% | 94% | 86% | 79% | 91% | 86% |
| Outside seminars and conferences | **91%** | 91% | 92% | 92% | 92% | 91% | 91% | 92% | 91% | 91% | 93% | 96% |
| Classroom learning, virtual learning, podcasts, webinars | **90%** | 89% | 86% | 88% | 88% | 87% | 92% | 92% | 92% | 88% | 92% | 97% |
| Self-development tools | **84%** | 78% | 85% | 81% | 65% | 79% | 86% | 90% | 87% | 80% | 89% | 84% |
| Special project opportunities | **73%** | 72% | 76% | 76% | 65% | 70% | 73% | 83% | 80% | 69% | 77% | 69% |


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# DEVELOPMENT OPPORTUNITIES (CONT.)

Is the following program offered at your organization to some or all employees?

| | | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | All | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | 843 | 97 | 87 | 127 | 49 | 230 | 387 | 163 | 269 | 363 | 127 | 70 |
| Self-paced online training | 83% | 84% | 89% | 81% | 69% | 77% | 84% | 91% | 83% | 80% | 85% | 91% |
| On-site training courses to enhance job-related skills | 73% | 71% | 64% | 76% | 51% | 70% | 75% | 75% | 69% | 69% | 84% | 80% |
| Access to job-related conferences and seminars | 90% | 89% | 85% | 89% | 90% | 89% | 89% | 93% | 91% | 87% | 95% | 96% |
| Access to personal-interest conferences and seminars | 45% | 41% | 48% | 43% | 37% | 46% | 43% | 50% | 45% | 43% | 47% | 47% |
| Internal networking and affiliation groups | 64% | 52% | 76% | 63% | 51% | 55% | 63% | 84% | 73% | 57% | 65% | 67% |
| Emerging leadership programs | 52% | 52% | 47% | 58% | 25% | 38% | 54% | 74% | 62% | 41% | 54% | 61% |
| Career pathing/resource centers | 29% | 29% | 36% | 25% | 12% | 27% | 26% | 44% | 34% | 27% | 28% | 24% |
| Training for technical enablement and STEM preparedness | 17% | 14% | 21% | 22% | 6% | 14% | 15% | 28% | 21% | 14% | 14% | 17% |
| Leader training - general | 73% | 77% | 75% | 72% | 37% | 71% | 75% | 85% | 78% | 68% | 82% | 71% |
| Leadership training - performance feedback | 57% | 64% | 62% | 58% | 29% | 54% | 58% | 65% | 61% | 51% | 67% | 49% |
| Leadership training - pay for performance strategies | 33% | 38% | 40% | 33% | 18% | 32% | 32% | 41% | 41% | 30% | 35% | 19% |
| Corporate university | 21% | 27% | 21% | 19% | 4% | 15% | 23% | 29% | 24% | 22% | 16% | 13% |
| Professional and/or life coaching | 28% | 24% | 26% | 27% | 25% | 25% | 27% | 32% | 26% | 27% | 34% | 23% |
| New hire training program beyond standard HR orientation | 49% | 53% | 54% | 51% | 39% | 54% | 50% | 41% | 44% | 52% | 57% | 36% |
| Cohort experience-based learning designed to solve business problems | 19% | 19% | 24% | 17% | 12% | 14% | 18% | 29% | 22% | 15% | 24% | 19% |
| Online educational resources with self-directed learning | 67% | 71% | 76% | 61% | 39% | 62% | 68% | 79% | 72% | 60% | 76% | 63% |
| Learning specifically aimed toward wellbeing topics: work life balance, financial wellbeing, physical health and mental health | 61% | 65% | 61% | 60% | 27% | 60% | 63% | 68% | 62% | 54% | 74% | 70% |
| Learning specifically aimed toward diversity, equity and inclusion topics | 63% | 61% | 69% | 60% | 29% | 57% | 65% | 79% | 70% | 52% | 76% | 70% |


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# CARING FOR DEPENDENTS

Is the following program offered at your organization to some or all employees?

| | | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **All** | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **758** | 91 | 84 | 114 | 28 | 202 | 361 | 156 | 255 | 309 | 117 | 66 |
| Child-care resource and referral services | **48%** | 51% | 52% | 41% | 36% | 38% | 45% | 69% | 54% | 40% | 53% | 50% |
| Elder-care resource and referral services | **44%** | 47% | 48% | 42% | 36% | 37% | 42% | 60% | 49% | 39% | 48% | 42% |
| On- or near-site child-care center (sponsored or operated by employer or union) | **12%** | 19% | 11% | 7% | 4% | 4% | 11% | 24% | 11% | 6% | 23% | 20% |
| On- or near-site elder-care center (sponsored or operated by employer or union) | **2%** | 1% | 4% | 0% | 4% | 2% | 1% | 3% | 2% | 1% | 0% | 2% |
| Child-care subsidies or discounts (e.g., U.S. IRC Section 129 plans) | **9%** | 8% | 14% | 3% | 7% | 8% | 8% | 14% | 11% | 7% | 11% | 5% |
| Backup child or elder care (center-based/in-home) | **12%** | 14% | 13% | 9% | 4% | 5% | 10% | 30% | 19% | 7% | 16% | 6% |
| Dependent care spending account program (e.g., U.S. IRC Section 125 plans) | **78%** | 74% | 77% | 84% | 57% | 79% | 78% | 80% | 77% | 79% | 80% | 76% |
| Employee discount program for dependent-care providers | **10%** | 17% | 7% | 7% | 4% | 5% | 8% | 21% | 13% | 7% | 14% | 3% |
| On-site or virtual caregiver support | **6%** | 9% | 7% | 5% | 0% | 5% | 4% | 13% | 9% | 5% | 5% | 3% |
| Travel-related dependent care expense reimbursement (for child, elder or special needs) | **2%** | 1% | 1% | 2% | 4% | 2% | 1% | 3% | 1% | 1% | 4% | 0% |
| Support for employees with responsibility for individual(s) with special needs | **15%** | 19% | 16% | 13% | 32% | 13% | 14% | 18% | 15% | 15% | 19% | 9% |
| Lactation-support services and resources (e.g., education, lactation consultants, mother's room) | **71%** | 76% | 73% | 66% | 64% | 66% | 72% | 74% | 75% | 65% | 74% | 73% |
| Adoption assistance | **35%** | 35% | 38% | 36% | 21% | 23% | 32% | 61% | 49% | 28% | 34% | 14% |
| Adoption reimbursement | **26%** | 24% | 26% | 32% | 14% | 12% | 26% | 44% | 33% | 23% | 24% | 11% |
| Fertility assistance | **27%** | 24% | 35% | 23% | 4% | 20% | 28% | 37% | 38% | 23% | 20% | 17% |


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# CULTURE INITIATIVES & COMMUNITY

Is the following program offered at your organization to some or all employees?

| | | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | All | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **792** | 91 | 83 | 118 | 35 | 215 | 369 | 164 | 267 | 328 | 123 | 65 |
| Womens advancement initiatives | **40%** | 34% | 55% | 41% | 29% | 22% | 40% | 65% | 56% | 34% | 29% | 29% |
| Work-environment initiatives (e.g., creating a purpose-driven culture, shifting to a flexible environment, health-leadership initiatives) | **61%** | 66% | 70% | 63% | 57% | 54% | 60% | 77% | 70% | 58% | 60% | 46% |
| Multigenerational initiatives | **20%** | 19% | 24% | 17% | 17% | 17% | 17% | 34% | 27% | 17% | 15% | 15% |
| Diversity, equity and inclusion initiatives | **80%** | 79% | 92% | 75% | 60% | 73% | 82% | 92% | 87% | 72% | 88% | 86% |
| Best Place to Work branding initiative | **50%** | 47% | 64% | 48% | 26% | 51% | 47% | 59% | 54% | 49% | 48% | 42% |
| Disaster relief fund | **28%** | 22% | 21% | 32% | 11% | 14% | 29% | 49% | 37% | 26% | 22% | 15% |
| Matching gift program | **40%** | 24% | 47% | 48% | 29% | 32% | 38% | 57% | 56% | 38% | 21% | 14% |
| In-kind donations | **26%** | 20% | 22% | 28% | 20% | 22% | 25% | 37% | 32% | 26% | 25% | 9% |
| Charitable fundraising programs (e.g., United Way drive) | **67%** | 60% | 46% | 70% | 46% | 60% | 68% | 77% | 69% | 62% | 68% | 74% |
| Corporate social responsibility programs/green initiatives | **62%** | 51% | 64% | 77% | 43% | 54% | 62% | 76% | 76% | 59% | 51% | 42% |
| Company foundation | **36%** | 51% | 27% | 36% | 11% | 25% | 37% | 54% | 43% | 32% | 42% | 19% |


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# FINANCIAL WELLNESS

Is the following program offered at your organization to some or all employees?

| | All | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **703** | 83 | 78 | 106 | 29 | 179 | 341 | 152 | 238 | 284 | 118 | 61 |
| College preparation planning (e.g., application preparation, scholarship counseling) | **12%** | 12% | 10% | 9% | 7% | 6% | 12% | 21% | 15% | 10% | 9% | 18% |
| College savings plan (e.g., 529 plans in the U.S.) | **16%** | 23% | 10% | 10% | 14% | 16% | 18% | 14% | 13% | 12% | 21% | 41% |
| College scholarships for employees children | **23%** | 19% | 6% | 35% | 0% | 10% | 27% | 36% | 32% | 20% | 17% | 12% |
| Employee scholarships/ student aid/loans | **11%** | 15% | 6% | 16% | 3% | 7% | 11% | 16% | 13% | 8% | 11% | 16% |
| Student loan debt repayment assistance | **11%** | 16% | 19% | 9% | 3% | 8% | 10% | 17% | 11% | 7% | 14% | 18% |
| Debt management (e.g., counseling, mortgage assistance) | **31%** | 34% | 35% | 31% | 14% | 30% | 29% | 38% | 32% | 26% | 44% | 26% |
| Personal financial-planning services (e.g., seminars, access to financial planners, estate planning) | **67%** | 70% | 69% | 61% | 48% | 71% | 66% | 69% | 66% | 63% | 79% | 69% |
| Personal tax services | **8%** | 12% | 10% | 5% | 14% | 7% | 7% | 11% | 10% | 6% | 13% | 5% |
| Legal insurance, referral or consultation | **54%** | 70% | 59% | 53% | 35% | 55% | 51% | 64% | 59% | 51% | 51% | 51% |
| Identity theft insurance | **46%** | 57% | 55% | 47% | 24% | 46% | 43% | 55% | 53% | 43% | 42% | 39% |
| Outplacement or severance benefits | **64%** | 65% | 59% | 69% | 48% | 59% | 63% | 76% | 79% | 60% | 61% | 30% |


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# WORKPLACE FLEXIBILITY

Is the following program offered at your organization to some or all employees?

| | | INDUSTRY | | | SIZE | | | | SECTOR | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | All | Health Care/ Pharma | Technology (including IT) | Manufact-uring | <100 employees | 100-999 employees | 1,000-9,999 employees | ≥10,000 employees | Private sector, publicly traded | Private sector, privately held | Nonprofit/ Not-for-profit | Government/ public sector (local, state, federal government) |
| n= | **831** | 97 | 88 | 124 | 51 | 227 | 385 | 164 | 270 | 362 | 126 | 69 |
| Flex time | **74%** | 68% | 74% | 75% | 77% | 72% | 74% | 78% | 77% | 72% | 71% | 84% |
| Telework, ad hoc | **84%** | 91% | 90% | 81% | 84% | 78% | 85% | 92% | 85% | 85% | 82% | 83% |
| Occasional telework (telework occurs on an occasional/part-time basis) | **88%** | 87% | 83% | 90% | 77% | 87% | 87% | 93% | 91% | 85% | 91% | 88% |
| Designed telework (job designed to be performed remotely and may be full- or part-time) | **72%** | 80% | 83% | 68% | 49% | 70% | 70% | 87% | 76% | 70% | 77% | 58% |
| Compressed workweek | **32%** | 35% | 19% | 27% | 26% | 33% | 31% | 34% | 25% | 27% | 44% | 62% |
| Part-time/reduced-work schedules | **69%** | 73% | 71% | 63% | 63% | 63% | 70% | 78% | 70% | 62% | 83% | 80% |
| Shift flexibility | **48%** | 56% | 42% | 48% | 45% | 44% | 45% | 60% | 44% | 47% | 55% | 54% |
| Alternative worksites | **34%** | 36% | 40% | 32% | 39% | 27% | 31% | 47% | 37% | 31% | 33% | 35% |
| Annualized hours | **11%** | 10% | 13% | 11% | 10% | 7% | 12% | 14% | 14% | 9% | 10% | 13% |
| Job sharing | **9%** | 10% | 5% | 10% | 8% | 6% | 8% | 17% | 11% | 7% | 9% | 13% |
| Phased return to work after leave of absence | **41%** | 44% | 55% | 44% | 41% | 40% | 40% | 46% | 42% | 40% | 44% | 41% |
| Phased retirement | **31%** | 35% | 28% | 36% | 33% | 26% | 31% | 37% | 29% | 31% | 36% | 29% |
| Career on- and off-ramps | **6%** | 6% | 7% | 5% | 10% | 5% | 4% | 11% | 7% | 4% | 10% | 3% |
| Seasonal schedules (e.g., summer hours) | **25%** | 21% | 17% | 28% | 26% | 19% | 25% | 34% | 27% | 22% | 25% | 36% |
| Results-based work environment | **16%** | 14% | 23% | 13% | 18% | 16% | 15% | 18% | 15% | 18% | 12% | 13% |


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# DEFINITIONS


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# DEFINITIONS

**Alternative worksites:** These worksites are shared, remote workspaces outside of company locations, established specifically for teleworkers.

**Annualized hours:** Part-time or full-time employees' number of hours worked are calculated on an annual basis as opposed to weekly, enabling flexibility in scheduling blocks of time off, such as summer months.

**Career on- and off-ramps:** Employees can move in and out of your employment over their career life cycle.

**Charitable fundraising programs (e.g., United Way drive):** Employee-driven giving programs that may be administered within or by an organization and may include matching in-kind gifts.

**Company car:** Employees can use a fleet or individually assigned vehicle.

**Company foundations:** A separate legal entity, affiliated with the company and established to manage and grow charitable giving on behalf of the company, in a way that is consistent with business interests.

**Compressed workweek:** Full-time options enable employees to work longer days for part of a week or pay period in exchange for shorter days or a day off during that week or pay period.

**Digital nomad arrangements:** Digital nomads are people who are location-independent and use technology to perform their jobs. They typically spend several months abroad each year, are constantly on the move, and earn income while working online.


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**Externships:** Experiential learning opportunities or job shadowing experiences, similar to internships but typically shorter and often in partnership with academic/educational institutions.

**Flex time:** Employees can adjust workday start and end times.

**Flexible spending accounts (FSAs):** A type of savings account available in the United States that provides the account holder with specific tax advantages. Set up by an employer for an employee, the account allows employees to contribute a portion of their regular earnings to pay for qualified expenses, such as medical expenses or dependent-care expenses.

**Health advocacy program:** A health advocate is a third-party administrator that helps employees and their families navigate and facilitate medical and administrative issues in the health-care system.

**Health reimbursement accounts (HRAs):** Health-care plans paid for by an employer to reimburse the medical expenses of its employees, their spouses and their dependents.

**Health savings accounts (HSAs):** Allow employers and/or employees to contribute to a tax-deferred personal savings account that is used to pay smaller and routine medical expenses. HSAs must be linked to a high-deductible health insurance policy.

**In-kind donations:** Organizations donate items to select charities (excludes donations of time and money).

**Job sharing:** A full-time position is shared by two people, each working part-time hours.


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**Outcomes-based wellness program:** This program requires the achievement of a measurable goal, such as achieving a certain body mass index.

**Paid caregiver leave:** Paid caregiver leave allows employees to care for a dependent. The dependent does not need to be a new child.

**Paid parental leave:** Paid parental leave is dedicated paid leave that allows employees to bond with or care for a new child. The employee does not need to use PTO, vacation, sick time, disability and so on while using paid parental leave.

**Participatory wellness program:** This program requires participation in an activity or program, such as a walking contest or nutrition seminar.

**Personal leave:** When offered under a traditional leave system, personal days usually are made available for employees to take care of personal business, family matters, and so on.

**Phased retirement:** The term may describe a broad range of employment arrangements, formal and informal, that allow an employee approaching retirement to transition from full-time work to full-time retirement, usually by a reduced workload. Phased retirement takes many forms, including part-time, seasonal or temporary work or an extended leave of absence.

**Results-based work environment:** This approach allows work to happen anywhere, anytime, in the way that works best for the employee but also achieves desired business results.

**Shift flexibility:** Shift workers can trade shifts with each other as needed and/or trade hours within shifts to accommodate personal and professional responsibilities.


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**SPIFF:** The practice of paying a small, immediate bonus for a sale to a salesperson as a way to encourage them to push one product more often than a non-SPIFF paid product. It's usually paid to the salesperson by the manufacturer whose products are recommended or by their employer.

**Telemedicine services:** Health-care professionals use telecommunications technology to evaluate, diagnose and treat patients in remote locations.

**Wellness gamification (e.g., contests, lotteries, points, quizzes, leaderboards, avatars):** Gamification involves use of game-like features in nongame situations to motivate a change in behavior.

**Workplace sleep program:** An emerging trend that employers are initiating to encourage employees to prioritize rest and sleep as part of personal wellbeing. These programs aim to address the issues that stem from lack of rest including missed days of work, workplace accidents, commuting traffic accidents and increased health-care spending to treat the disorders or related symptoms. As the demands on the global workforce increasingly stretch the boundaries of employee work hours, there is value in providing sleep education and incentives.


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# CONTACT US


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# CONTACT US

**WorldatWork Headquarters**
14040 N. Northsight Blvd.
Scottsdale, AZ 85260

**Telephone**
877-951-9191
(United States and Canada)

+1 480-922-2020
(other countries)

**Fax**
480-483-8352

**Email**
surveypanel@worldatwork.org

**Website**
worldatwork.org


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| Column1 | All | Government/ public sector (local, state, federal government) | Difference |
|---|---|---|---|
| Participatory wellness program | 77% | 97% | -20% |
| Health-risk assessment (HRA) | 66% | 97% | -31% |
| Long-term disability (LTD) insurance | 97% | 96% | 1% |
| Weight-management programs | 70% | 96% | -26% |
| Nutritional counseling (on-site or covered by medical plan) | 69% | 96% | -27% |
| Health coaching | 74% | 95% | -21% |
| Laptop computer | 96% | 94% | 2% |
| Health advocacy program | 67% | 94% | -27% |
| Wellness incentives (e.g., cash and noncash prizes, acknowledgement, rewards) | 62% | 93% | -31% |
| Outcomes-based wellness program | 54% | 93% | -39% |
| Telemedicine services | 97% | 91% | 6% |
| Length-of-service awards | 81% | 85% | -4% |
| Informal coaching/mentoring | 84% | 83% | 1% |
| Market-based adjustments (not COLA) | 82% | 83% | -1% |
| Individual performance-based incentives (short-term) | 76% | 80% | -4% |
| Unpaid, job-protected time off to care for or bond with new child (beyond legal requirements, if applicable, and beyond any paid parental leave your organization may offer) | 75% | 78% | -3% |
| Tablet computer | 59% | 75% | -16% |
| Charitable fundraising programs (e.g., United Way drive) | 67% | 74% | -7% |
| Lactation-support services and resources (e.g., education, lactation consultants, mother's room) | 71% | 73% | -2% |
| Learning specifically aimed toward wellbeing topics: work life balance,<br>financial wellbeing, physical health and<br>mental health | 61% | 70% | -9% |
| Appreciation luncheons, outings, formal events | 79% | 67% | 12% |
| Performance sharing for organizational objectives (short-term) | 71% | 67% | 4% |
| Career ladders or pathways | 70% | 66% | 4% |
| On-site fitness center | 58% | 66% | -8% |
| Sign-on bonus | 84% | 65% | 19% |
| Unpaid medical or caregiver leave (beyond any legal requirements) | 69% | 65% | 4% |
| Retention bonus | 65% | 61% | 4% |
| Emerging leadership programs | 52% | 61% | -9% |

| | | | |
|---|---|---|---|
| Discounted fitness-club membership | 54% | 60% | -6% |
| Designed telework (job designed to be performed remotely and may be full- or part-time) | 72% | 58% | 14% |
| Employee discount program | 70% | 57% | 13% |
| Floating holidays | 60% | 56% | 4% |
| Performance sharing for organizational objectives (long-term) | 58% | 56% | 2% |
| Paid parental leave (e.g., nonmedical maternity, paternity, adoption) | 66% | 53% | 13% |
| Legal insurance, referral or consultation | 54% | 51% | 3% |
| Formal coaching/mentoring | 53% | 51% | 2% |
| Frequent performance check-ins (at least quarterly) | 59% | 50% | 9% |
| Above-and-beyond performance awards | 59% | 48% | 11% |
| Restricted stock/restricted stock units (RSUs) | 56% | 44% | 12% |
| Paid time off to volunteer as part of a company effort | 51% | 44% | 7% |
| Spot bonus | 73% | 43% | 30% |
| Healthy cafeteria/vending machine options | 61% | 43% | 18% |
| Corporate social responsibility programs/green initiatives | 62% | 42% | 20% |
| Best Place to Work branding initiative | 50% | 42% | 8% |
| Referral bonus | 85% | 41% | 44% |
| Accelerated adjustments for high potential/high performers | 53% | 23% | 30% |
| PTO bank (e.g., combined vacation, sick and other approved leave) | 51% | 21% | 30% |
| Commissions | 55% | 14% | 41% |
| Geographic or locality differential | 50% | 13% | 37% |

| Needham |
| --- |
| No |
| No |
| No |
| No |
| No |
| No |
| Some (dep on job and need) |
| No |
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| No |
| No |
| No (not internal, but Town would pay for on ad-hoc basis, through Associations - LICMA, APWA) |

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|---|
| No |
| No |
| No |
| No |
| No |
| No (utilization of accrued sick, vacation or personal leave is available though) |
| No |
| No |
| No (nothing required) |
| No |
| No |
| No |
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| No |
| No |
| No |
| No |
| No |
| No |

| | All |
|---|---|
| Referral bonus | **85%** |
| Commissions | **55%** |
| Geographic or locality differential | **50%** |
| Outplacement or severance benefits | **64%** |
| Stock options/stock appreciation rights (SARs) | **31%** |
| Accelerated adjustments for high potential/high performers | **53%** |
| PTO bank (e.g., combined vacation, sick and other approved leave) | **51%** |
| Spot bonus | **73%** |
| Performance-based pay increase (merit increases) | **91%** |
| Relocation upon employer request | **70%** |
| Matching gift program | **40%** |
| Short-term disability (STD) insurance | **94%** |
| Healthy cafeteria/vending machine options subsidized by the employer | **28%** |
| Geographic or locality pay adjustment | **31%** |
| SPIFF | **22%** |
| Office supplies expense reimbursement | **42%** |
| Cash profit sharing | ***21%*** |
| Guideline distribution (suggested performance rating distributions) | **47%** |
| Adoption assistance | **35%** |

| Government/ public sector (local, state, federal government) | Difference |
|---|---|
| 41% | 44% |
| 14% | 41% |
| 13% | 37% |
| 30% | 34% |
| 0% | 31% |
| 23% | 30% |
| 21% | 30% |
| 43% | 30% |
| 64% | 27% |
| 43% | 27% |
| 14% | 26% |
| 71% | 23% |
| 6% | 22% |
| 9% | 22% |
| 0% | 22% |
| 20% | 22% |
| 0% | 21% |
| 26% | 21% |
| 14% | 21% |

| Benefit |
| --- |
| Restricted stock/restricted stock units (RSUs) |
| Unpaid, job-protected time off to care for or bond with new child (beyond legal requirements, if applicable, and beyo |
| Sign-on bonus |
| Market-based adjustments (not COLA) |
| Dependent care spending account program (e.g., U.S. IRC Section 125 plans) |
| Identity theft insurance |
| Referral bonus |
| Personal financial-planning services (e.g., seminars, access to financial planners, estate planning) |
| Pet insurance |
| Stock options/stock appreciation rights (SARs) |
| Retention bonus |
| Legal insurance, referral or consultation |
| Spot bonus |
| Designed telework (job designed to be performed remotely and may be full- or part-time) |
| Appreciation luncheons, outings, formal events |
| Health advocacy program |
| Accelerated adjustments for high potential/high performers |
| "Best Place to Work" branding initiative |
| On-site fitness center |
| Fertility assistance |
| Subsidized weight-loss programs |
| Pay equity adjustments |
| Health savings accounts (HSAs) |
| Unlimited paid time off |
| Cash profit sharing |
| Dental plan |
| Vision plan |
| Holiday pay |
| Telemedicine services |
| Prescription drug plan |
| Outside seminars and conferences |
| Travel-related dependent care expense reimbursement (for child, elder or specialneeds) |
| Informal coaching/mentoring |
| Forced ranking (ranking each employee individually by performance) |
| Job sharing |
| Leadership training - general |
| Pay for holidays worked (above standard) |
| HMO medical plan |
| Emerging leadership programs |
| Nonqualified deferred compensation plan |
| On-site fitness classes |
| Shift flexibility |
| Compressed workweek |
| Phased return to work after leave of absence |

| 2020 | 2021 | Needham | Differe |
|---|---|---|---|
| 32% | 56% | | 24% |
| 56% | 75% | | 19% |
| 71% | 84% | | 13% |
| 69% | 82% | | 13% |
| 65% | 78% | | 13% |
| 34% | 46% | | 12% |
| 74% | 85% | | 11% |
| 57% | 67% | | 10% |
| 29% | 39% | | 10% |
| 21% | 31% | | 10% |
| 55% | 65% | | 10% |
| 45% | 54% | | 9% |
| 64% | 73% | | 9% |
| 63% | 72% | | 9% |
| 71% | 79% | | 8% |
| 59% | 67% | | 8% |
| 46% | 53% | | 7% |
| 43% | 50% | | 7% |
| 51% | 58% | | 7% |
| 21% | 27% | | 6% |
| 28% | 34% | | 6% |
| 80% | 86% | | 6% |
| 76% | 81% | | 5% |
| 12% | 17% | | 5% |
| 16% | 21% | | 5% |
| 96% | 99% | | 3% |
| 95% | 98% | | 3% |
| 94% | 97% | | 3% |
| 94% | 97% | | 3% |
| 96% | 98% | | 2% |
| 94% | 91% | | -3% |
| 5% | 2% | | -3% |
| 88% | 84% | | -4% |
| 13% | 8% | | -5% |
| 14% | 9% | | -5% |
| 78% | 73% | | -5% |
| 71% | 65% | | -6% |
| 41% | 35% | | -6% |
| 59% | 52% | | -7% |
| 43% | 36% | | -7% |
| 39% | 32% | | -7% |
| 55% | 48% | | -7% |
| 41% | 32% | | -9% |
| 52% | 41% | | -11% |

| Column1 | All | Government/ public sector (local, state, federal government) |
|---|---|---|
| Referral bonus | 85% | 41% |
| Commissions | 55% | 14% |
| Geographic or locality differential | 50% | 13% |
| Outplacement or severance benefits | 64% | 30% |
| Stock options/stock appreciation rights (SARs) | 31% | 0% |
| Accelerated adjustments for high potential/high performers | 53% | 23% |
| PTO bank (e.g., combined vacation, sick and other approved leave) | 51% | 21% |
| Spot bonus | 73% | 43% |
| Performance-based pay increase (merit increases) | 91% | 64% |
| Relocation upon employer request | 70% | 43% |
| Matching gift program | 40% | 14% |
| Short-term disability (STD) insurance | 94% | 71% |
| Healthy cafeteria/vending machine options subsidized by the employer | 28% | 6% |
| Geographic or locality pay adjustment | 31% | 9% |
| SPIFF | 22% | 0% |
| Office supplies expense reimbursement | 42% | 20% |
| Cash profit sharing | 21% | 0% |
| Guideline distribution (suggested performance rating distributions) | 47% | 26% |
| Adoption assistance | 35% | 14% |
| High-deductible health plan | 81% | 61% |
| Corporate social responsibility programs/green initiatives | 62% | 42% |
| Succession planning | 73% | 53% |
| Sign-on bonus | 84% | 65% |
| Pet insurance | 39% | 21% |
| Healthy cafeteria/vending machine options | 61% | 43% |
| Project completion bonus | 38% | 20% |
| Major family event celebration (e.g., birth, wedding) | 27% | 10% |
| In-kind donations | 26% | 9% |
| Company foundation | 36% | 19% |
| Paid time off to volunteer for an individual effort | 37% | 21% |
| Strategy/goal-specific awards, not recognized through separate incentive plan (quality, customer, cost savings, productivity, safety) | 31% | 15% |
| Nonqualified deferred compensation plan | 36% | 20% |
| Fitness-related subsidies/ reimbursement | 39% | 24% |

| | | |
|---|---|---|
| Adoption reimbursement | 26% | 11% |
| Tax advantaged option for commuter benefits | 36% | 21% |
| Work-environment initiatives (e.g., creating a purpose-driven culture, shifting to a flexible environment, health- leadership initiatives) | 61% | 46% |
| Designed telework (job designed to be performed remotely and may be full- or part-time) | 72% | 58% |
| Leadership training - pay for performance strategies | 33% | 19% |
| Disaster relief fund | 28% | 15% |
| Employee discount program | 70% | 57% |
| Paid parental leave (e.g., nonmedical maternity, paternity, adoption) | 66% | 53% |
| New hire training program beyond standard HR orientation | 49% | 36% |
| Unlimited paid time off | 17% | 4% |
| Health savings accounts (HSAs) | 81% | 69% |
| Restricted stock/restricted stock units (RSUs) | 56% | 44% |
| Appreciation luncheons, outings, formal events | 79% | 67% |
| Internet service expense reimbursement | 25% | 13% |
| Office furniture expense reimbursement | 22% | 10% |
| Defined contribution plan with post-tax deferrals (e.g., ROTH 401[k] plan) | 81% | 70% |
| Womens advancement initiatives | 40% | 29% |
| College scholarships for employees children | 23% | 12% |
| Employee stock purchase plan (ESPP) | 17% | 6% |
| Above-and-beyond performance awards | 59% | 48% |
| HSA for use in retirement | 45% | 34% |
| Job rotations | 30% | 19% |
| Auto/home insurance | 24% | 13% |
| Fertility assistance | 27% | 17% |
| Informal performance ratings (used for pay decisions but not shared with employee) | 19% | 9% |
| Concierge services | 13% | 4% |
| Pay equity adjustments | 86% | 77% |
| Frequent performance check-ins (at least quarterly) | 59% | 50% |
| Suggestion/idea programs | 37% | 28% |
| Best Place to Work branding initiative | 50% | 42% |
| Cash allowance | 9% | 1% |
| Corporate university | 21% | 13% |
| Crowd-sourced feedback | 18% | 10% |

| | | |
|---|---|---|
| Free parking | 73% | 65% |
| Leadership training - performance feedback | 57% | 49% |
| Paid medical or caregiver leave | 42% | 34% |
| Internships | 76% | 69% |
| Paid time off to volunteer as part of a company effort | 51% | 44% |
| Identity theft insurance | 46% | 39% |
| Employee discount program for dependent-care providers | 10% | 3% |
| Employee stock ownership plans (ESOP) | 7% | 0% |
| Peer-to-peer awards/practices | 47% | 40% |
| Support for employees with responsibility for individual(s) with special needs | 15% | 9% |
| Backup child or elder care (center- based/in-home) | 12% | 6% |
| Telemedicine services | 97% | 91% |
| Professional and/or life coaching | 28% | 23% |
| Major career event (e.g., degree completion, certification, promotion) | 20% | 15% |
| Multigenerational initiatives | 20% | 15% |
| Parking subsidy | 14% | 9% |
| Forced distribution (mandated performance rating distributions) | 6% | 1% |
| Formal periodic (e.g., quarterly) performance appraisals/reviews | 44% | 39% |
| Debt management (e.g., counseling, mortgage assistance) | 31% | 26% |
| Career pathing/resource centers | 29% | 24% |
| Special project opportunities | 73% | 69% |
| Online educational resources with self- directed learning | 67% | 63% |
| Retention bonus | 65% | 61% |
| Online fitness classes | 34% | 30% |
| Forced ranking (ranking each employee individually by performance) | 8% | 4% |
| Child-care subsidies or discounts (e.g., U.S. IRC Section 129 plans) | 9% | 5% |
| Performance sharing for organizational objectives (short-term) | 71% | 67% |
| Career ladders or pathways | 70% | 66% |
| Unpaid medical or caregiver leave (beyond any legal requirements) | 69% | 65% |
| Floating holidays | 60% | 56% |
| Bereavement leave | 97% | 94% |
| Legal insurance, referral or consultation | 54% | 51% |
| Results-based work environment | 16% | 13% |
| Personal tax services | 8% | 5% |
| On-site or virtual caregiver support | 6% | 3% |
| Career on- and off-ramps | 6% | 3% |

| | | |
|---|---|---|
| Promotions | 99% | 97% |
| Laptop computer | 96% | 94% |
| Dependent care spending account program (e.g., U.S. IRC Section 125 plans) | 78% | 76% |
| Leader training - general | 73% | 71% |
| Formal coaching/mentoring | 53% | 51% |
| Elder-care resource and referral services | 44% | 42% |
| Phased retirement | 31% | 29% |
| Travel-related dependent care expense reimbursement (for child, elder or special needs) | 2% | 0% |
| Unpaid civic duty leave (e.g., voting, jury duty) | 47% | 45% |
| Performance sharing for organizational objectives (long-term) | 58% | 56% |
| Vision plan | 98% | 97% |
| Long-term disability (LTD) insurance | 97% | 96% |
| Internal job postings | 95% | 94% |
| Informal coaching/mentoring | 84% | 83% |
| Telework, ad hoc | 84% | 83% |
| Tuition reimbursement | 81% | 80% |
| Weekend pay | 44% | 43% |
| Long-term care insurance | 30% | 29% |
| Relocation upon employee request | 19% | 18% |
| Skill-based pay | 21% | 20% |
| Dental plan | 99% | 99% |
| Defined contribution plan with pre-tax deferrals (e.g., 401[k], 403[b], 457 plans) | 97% | 97% |
| Flexible spending accounts (FSAs) | 91% | 91% |
| Occasional telework (telework occurs on an occasional/part- time basis) | 88% | 88% |
| PPO medical plan | 87% | 87% |
| Self-development tools | 84% | 84% |
| Phased return to work after leave of absence | 41% | 41% |
| Cohort experience-based learning designed to solve business problems | 19% | 19% |
| Training for technical enablement and STEM preparedness | 17% | 17% |
| On- or near-site elder-care center (sponsored or operated by employer or union) | 2% | 2% |
| Alternative worksites | 34% | 35% |
| Employee life insurance/AD&D | 99% | 100% |
| Prescription drug plan | 98% | 99% |
| Behavioral/mental health plan | 95% | 96% |
| Cell phone (employer-issued, monthly allowance or reimbursement) | 87% | 88% |
| Market-based adjustments (not COLA) | 82% | 83% |

| | | |
|---|---|---|
| Personal financial-planning services (e.g., seminars, access to financial planners, estate planning) | 67% | 69% |
| Access to personal-interest conferences and seminars | 45% | 47% |
| Annualized hours | 11% | 13% |
| Spouse/dependent life insurance | 91% | 93% |
| Lactation-support services and resources (e.g., education, lactation consultants, mother's room) | 71% | 73% |
| Child-care resource and referral services | 48% | 50% |
| Company-funded commuter benefit program | 15% | 18% |
| Externships | 7% | 10% |
| Employee assistance program (EAP) | 97% | 100% |
| Holiday pay | 97% | 100% |
| Leadership training | 83% | 86% |
| Formal performance ratings | 77% | 80% |
| Unpaid, job-protected time off to care for or bond with new child (beyond legal requirements, if applicable, and beyond any paid parental leave your organization may offer) | 75% | 78% |
| Internal networking and affiliation groups | 64% | 67% |
| Personal leave (separate from PTO bank) | 47% | 50% |
| Length-of-service awards | 81% | 85% |
| Job sharing | 9% | 13% |
| Individual performance-based incentives (short-term) | 76% | 80% |
| HMO medical plan | 35% | 39% |
| Outside seminars and conferences | 91% | 96% |
| Employee of the month/year awards | 26% | 31% |
| Other type of retirement plan (e.g., SIMPLE IRA plan, etc.) | 4% | 9% |
| Workplace sleep program | 11% | 16% |
| Employee scholarships/ student aid/loans | 11% | 16% |
| Access to job-related conferences and seminars | 90% | 96% |
| Diversity, equity and inclusion initiatives | 80% | 86% |
| Discounted fitness-club membership | 54% | 60% |
| Apprenticeships | 24% | 30% |
| Cost-of-living adjustments (COLA) | 20% | 26% |
| College preparation planning (e.g., application preparation, scholarship counseling) | 12% | 18% |
| Redirected PTO to personal 401(k), HSA, cash, or college savings | 4% | 10% |
| Shift flexibility | 48% | 54% |
| Formal annual performance appraisals/reviews | 90% | 97% |

| | | |
|---|---|---|
| Classroom learning, virtual learning, podcasts, webinars | 90% | 97% |
| Charitable fundraising programs (e.g., United Way drive) | 67% | 74% |
| Learning specifically aimed toward diversity, equity and inclusion topics | 63% | 70% |
| Student loan debt repayment assistance | 11% | 18% |
| On-site fitness classes | 32% | 39% |
| On-site training courses to enhance job-related skills | 73% | 80% |
| Car allowance | 50% | 58% |
| Tuition discounts | 23% | 31% |
| Company car | 36% | 44% |
| On- or near-site child-care center (sponsored or operated by employer or union) | 12% | 20% |
| Self-paced online training | 83% | 91% |
| On-site fitness center | 58% | 66% |
| Seminars, webinars or literature to promote wellness and well- being | 87% | 96% |
| Learning specifically aimed toward wellbeing topics: work life balance, financial wellbeing, physical health and mental health | 61% | 70% |
| Emerging leadership programs | 52% | 61% |
| Flex time | 74% | 84% |
| Paid time off to participate in school activities | 19% | 29% |
| Health reimbursement accounts (HRAs) | 26% | 37% |
| Seasonal schedules (e.g., summer hours) | 25% | 36% |
| Part-time/reduced-work schedules | 69% | 80% |
| Overtime pay for exempt employees | 14% | 26% |
| 24-hour nurse line | 79% | 92% |
| Paid sabbaticals | 10% | 23% |
| Immunization clinics or promotions | 82% | 96% |
| Retirement awards | 45% | 60% |
| Bilingual pay | 14% | 30% |
| Defined benefit plan offered to only certain groups of employees | 21% | 37% |
| Tobacco-/smoking-cessation support | 82% | 98% |
| Civic duty pay (e.g., voting, jury duty beyond any legal requirements) | 74% | 90% |
| Tablet computer | 59% | 75% |
| Pay for holidays worked (above standard) | 65% | 83% |
| Unpaid sabbaticals | 29% | 47% |
| Longevity pay increase | 9% | 27% |
| Participatory wellness program | 77% | 97% |
| Health coaching | 74% | 95% |
| Shift differential pay | 62% | 84% |
| College savings plan (e.g., 529 plans in the U.S.) | 16% | 41% |

| | | |
|---|---|---|
| Stress-reduction programs/ offerings (e.g., yoga, massage, meditation, mindfulness) | 69% | 94% |
| Call-in pay | 36% | 61% |
| Individual performance-based incentives (long-term) | 42% | 67% |
| Weight-management programs | 70% | 96% |
| Biometric/wellness screening (on-site or through a doctor visit) | 69% | 95% |
| Health advocacy program | 67% | 94% |
| Nutritional counseling (on-site or covered by medical plan) | 69% | 96% |
| Compressed workweek | 32% | 62% |
| On-call pay | 50% | 80% |
| Health-risk assessment (HRA) | 66% | 97% |
| Hazard pay | 19% | 50% |
| Wellness incentives (e.g., cash and noncash prizes, acknowledgement, rewards) | 62% | 93% |
| Across-the-board pay increase (not COLA) | 25% | 56% |
| Vacation (separate from PTO bank) | 53% | 86% |
| Defined benefit plan offered to most/all employees | 36% | 70% |
| Sick leave (separate from PTO bank) | 56% | 91% |
| Outcomes-based wellness program | 54% | 93% |
| Health fairs (on-site or virtual) | 54% | 95% |
| Retiree health-care benefits | 26% | 71% |
| Shared/donation of leave program | 22% | 67% |
| Wellness gamification (e.g., contests, lotteries, points, quizzes, leaderboards, avatars) | 44% | 93% |
| Use of wearable technology for encouraging wellness results | 34% | 92% |
| Subsidized weight-loss programs | 34% | 92% |
| On-site medical clinic or nurse | 26% | 93% |

| Column2 |
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| 44% |
| 41% |
| 37% |
| 34% |
| 31% |
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| -58% |
| -67% |

| Age | Race | Gender | Residence | Transportation | Commute Time | Needham Time Length |
|---|---|---|---|---|---|---|
| 32 | W | F | Stoughton, MA | Car | 30-35 min | <5 months |
| 25 | W | F | Milford, MA | Personal Vehicle | 50 mins | >1 week |
| 32 | W | F | Stoughton, MA | Car | 30 mins | 2 months |
| 44 | W | F | Norwood, MA | Car | 15 mins | 3 months |
| 30s | W | F | Waltham | Car | 15 mins | 5 months |
| 47 | W | F | Natick, MA | Car | 20 mins | 10 weeks |
| 58 | W | F | Norwood, MA | Car | 25 mins | 2.5 months |
| 30 | W | M | Norwood, MA | Truck | 15 mins | 4 weeks |
| 52 | W | F | Neighboring Town | Car | 20 mins | 18 months |
| 40 | W | F | Boston | Car | 20-30 mins (one way) | 2.5 years |
| 43 | W | F | Lincoln, MA | Car | 20 mins | 2 years |
| 47 | W | M | Natick, MA | Car | 20 mins | 3 years |
| 39 | B | M | Boston | Drive | 30 mins | 14 years |
| 61 | W | F | Needham, MA | Car | 5 mins | 24 years |
| 52 | W | F | Walpole | Car | 25 mins | 10 years |
| 58 | W | F | Franklin | Auto | 45 Mins | 13 years |
| 50 | W | M | Attleburo | Car | 30 mins | 23 years |
| 58 | W | M | Delham, MA | Auto | 10 mins | 8 years |
| 35 | W | M | West Bridgewater, MA | Truck | 45-60 mins | 14 years |
| 60 | W | M | Plainville | Truck | 45 mins | 28 years |
| 61 | W | F | Norwood, MA | Car | 15 mins | 28 years |
| 46 | W | F | Medway | Car | 45-55 mins | 16 years |
| 44 | W | M | Norwood, MA | Car | 15 mins | 16 years |
| 52 | W | F | Needham, MA | Car | 5 mins | 4 months |
| 47 | W | M | Randolph | Car | 25 mins | 5 months |
| 34 | W | M | Needham, MA | Truck | 10 mins | 3 weeks |
| 30 | w | M | Newton, MA | Car | 20 mins | 6 months |
| 42 | H | M | Bellingham, MA | Auto | 40 mins | 5 months |
| 58 | W | F | Rhode Island | Car | 28 mins | 13 months |
| 47 | W | F | MA | Auto | 12 mins | 1.5 hours |
| 40 | W | M | ----- | Car | 35 miles | 17 years/3 years temporar |
| 55 | W | M | Newton, MA | Car | 10 mins | 6 |
| 50 | W | M | Dedham | Car | 10 mins | 9 years |

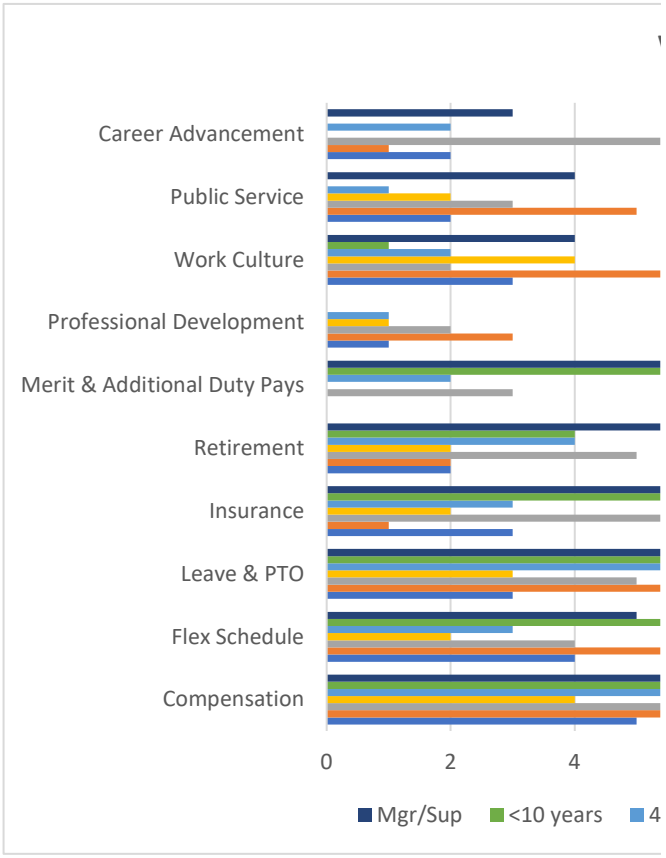
| | | | | | | |
|---|---|---|---|---|---|---|
| 63 | W | M | Plainville, MA | Drive | 45 mins | 3 years |
| 62 | W | M | Needham, MA | Auto | 5 mins | 6+ years |
| 43 | W | M | ? | Car | 45 mins | 18 years |
| 38 | W/NA | M | Quincy, MA | Car | 35-45 mins | 3.1 years |
| 30 | W | M | Boston, MA | Drive | 24 mins | 1+ year |
| 64 | H | F | Newton, MA | Car | 15 mins | 4+ years |
| 37 | W | F | Ashland | Car | 35-40 min | 5 years |
| 37 | W | F | Middlesex County | Car | 25-35 mins | 9 years |
| 40 | Latin | F | Walpole, MA | Car | 24 mins | 9 years |
| 57 | W | F | Dedham | Car | 2.7 miles | 4 years |
| 33 | W | F | Framingham, MA | Car | 40 mins | 6 years |
| 36 | W | F | Medway, MA | Car | 30 mins | <6 years |
| 73 | W | F | Needham, MA | Car | 5 mins | 43 years |
| 39 | W | M | Boston | Car | < 25 mins | < 8 years |
| 37 | W | F | Ashland | Car | 35-40 | 5 years |
| 32 | W/H | F | Boston | Car | 20-30 mins | 6.5 years |
| 30 | W | F | Framingham, MA | Drive | 35-60 mins | 1 year |
| 63 | W | F | Berkley | Car | 1-2 hours | 7 years |
| 59 | W | M | Rhode Island | Car | 55-75 mins | 22 years |
| 62 | W | M | Foxborough | Car | 45-1 hour | 16+ |
| 30 | W | M | Newton, MA | Car | 20 mins | 6 months |
| 59 | W | F | Mendon | Car | 1 hour | 13.5 |

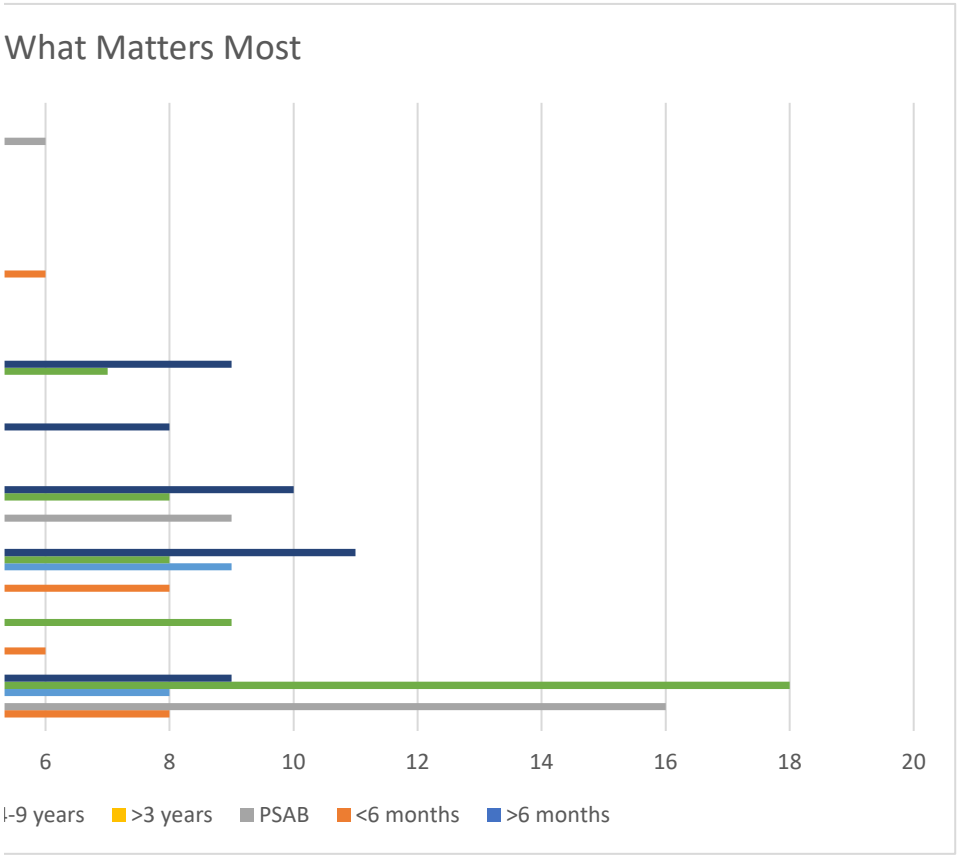
| Employment Continuation | Compensation Fair? | Looking for other employment |
|---|---|---|
| undecided/5 years | Yes | No |
| 2-5 years | Yes | Not Currently |
| 30+ | Yes | No |
| Unknown | No | Not Currently |
| 10-15/maybe longer | Mostly | No |
| 20 | yes | Possibly |
| 10+ | yes | No |
| 30 years | Yes | No |
| ----- | Yes | Maybe |
| 1-2 years | Yes | No |
| Until retirement | Mostly | No |
| indefinite | yes | no |
| Until retirement | Mostly | Yes/In the future |
| 5 Years | yes/mostly | No |
| ----- | ----- | No |
| 7 years | ----- | No |
| 12 | Could be better | Door is open |
| 5- Years | Yes | Never stop looking |
| Until retirement | Yes | No |
| 5 | No | ? |
| undecided | Yes | After retirement |
| Undecided | Yes | In the future |
| Until retirement | Cost of Living > Pay | No |
| ----- | ------ | ----- |
| Until retirement | ----- | No |
| Until retirement | No | No |
| 6+ years | Yes | No |
| Indefinte | Yes | No |
| Undecided | Yes | Undecided/Possiby |
| >10 years | No | Yes/In the future |
| 21 | ----- | ------ |
| ----- | No | Yes |
| 15 years | No | No |

| | | |
|---|---|---|
| ----- | No | Yes |
| 8-10 years | Yes | Possibly |
| 15 years | No | Yes |
| Until retirement | Yes | No |
| 4-5 years | Yes | No |
| < 3 years | No | Retire |
| Undecided | Yes & No | Yes |
| 30-35 years | No | Likely |
| 20+ | Yes | No |
| Undecided | Yes | No |
| Indefinite | Somewhat | Possibly |
| 4 | Yes | Yes |
| ----- | Yes | Retirement |
| Undecided | Somewhat | Yes |
| Undecided | Somewhat | Yes |
| Undecided | No | In the future |
| 3-5 years | Somewhat | Yes |
| 7 years | No | ----- |
| 3-5 years | No | Yes |
| 5-7 years | Yes | Yes |
| > 6 years | Yes | Possibly |
| 6+ | No | Possibly |

| **Length of Service** | >6 months | <6 months | PSAB | >3 years | 4-9 years | <10 years |
|---|---|---|---|---|---|---|
| Compensation | 5 | 8 | 16 | 4 | 8 | 18 |
| Flex Schedule | 4 | 6 | 4 | 2 | 3 | 9 |
| Leave & PTO | 3 | 8 | 5 | 3 | 9 | 8 |
| Insurance | 3 | 1 | 9 | 2 | 3 | 8 |
| Retirement | 2 | 2 | 5 | 2 | 4 | 4 |
| Merit & Additional Duty Pays | 0 | 0 | 3 | 0 | 2 | 7 |
| Professional Development | 1 | 3 | 2 | 1 | 1 | 0 |
| Work Culture | 3 | 6 | 2 | 4 | 2 | 1 |
| Public Service | 2 | 5 | 3 | 2 | 1 | 0 |
| Career Advancement | 2 | 1 | 6 | 0 | 2 | 0 |

| Mgr/Sup |
| --- |
| 9 |
| 5 |
| 11 |
| 10 |
| 8 |
| 9 |
| 0 |
| 4 |
| 4 |
| 3 |




What Matters Most
6
8
10
12
14
16
18
20
-9 years
>3 years
PSAB
<6 months
>6 months

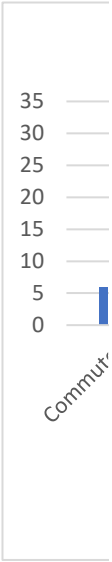
**What the best part about working for Needham?**
upper management actually interested ad supportive of parks & rec
colleagues
having a direct impact on a community
being able to make real change
commute
people
helpful and friendly colleagues
great town leadership (staff)
friendly staff
team environment
beautiful town
compensation and professional development opportunities
benefits are very good. To be more specific the pension not many companies offer a pension
fellow staff in and outside of my direct department (positive attitudes)
support at town manager level
the people
the security
good opportunities
nice town center
good commute
serving a community that I have worked in for years (not in municipality)
friendly atmosphere
flexible schedule
remote work
stability
stability
good people
secure job
steady 40 hours + overtime
challenges job offers
Needham is a nice town
security
pension
job security
people
wealth of town
people
schedule
retirement
time off
flexibility
location
supportive co-workers
hands on experience in government
diverse
multiple hats

commute
responsive town staff
financial
laid back community
exciting
always something new
good people
the people I work with
each day is different, never bored!
sense of community within the staff
ability to grow/learn both within current job & outside current job
people
my co-workers
education opportunities
coworkers
culture
community
professionalism
working with library staff
working with the Needham community
feel like a valued part of the "team" by the Town of Needham
good management
teamwork
the people (most)
financial stability
commute
coworkers
autonomy/trust
coworkers
community partnership
role models
the people we work with
dealing with the public
good people
Resources
Flexibility to do interesting work
autonomy/faith in me
coworkers
positive culture
professionalism
career development
interdepartmental collaboration
distance
coworkers
reliability

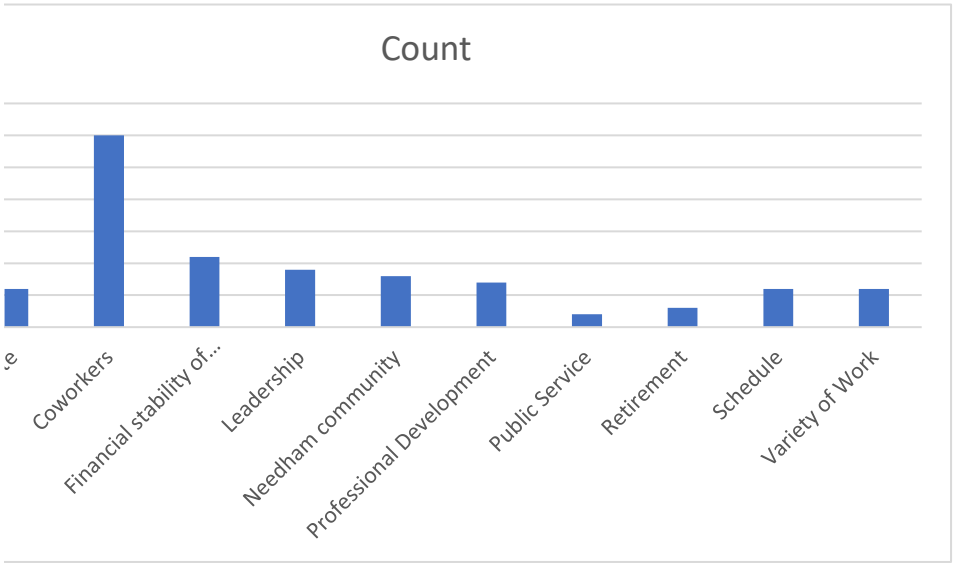
| Category | Count |
|---|---|
| Leadership | 6 |
| Coworkers | 30 |
| Needham community | 11 |
| Public Service | 9 |
| Commute | 8 |
| Coworkers | 7 |
| Coworkers | 2 |
| Leadership | 3 |
| Coworkers | 6 |
| Coworkers | 6 |

| List of Categories |
|---|
| Commute |
| Coworkers |
| Financial stability of Needham |
| Leadership |
| Needham community |
| Professional Development |
| Public Service |
| Retirement |
| Schedule |
| Variety of Work |

Needham community
Professional Development
Retirement
Coworkers
Leadership
Coworkers
Financial stability of Needham
Professional Development
Needham community
Commute
Needham community
Coworkers
Schedule
Schedule
Financial stability of Needham
Financial stability of Needham
Coworkers
Financial stability of Needham
Schedule
Variety of Work
Needham community
Financial stability of Needham
Retirement
Financial stability of Needham
Coworkers
Financial stability of Needham
Coworkers
Schedule
Retirement
Schedule
Schedule
Commute
Coworkers
Public Service
Coworkers
Variety of Work



Commute
Coworkers
Financial stability of Needham
Needham community
Variety of Work
Variety of Work
Coworkers
Coworkers
Variety of Work
Coworkers
Professional Development
Coworkers
Coworkers
Professional Development
Coworkers
Leadership
Needham community
Professional Development
Coworkers
Needham community
Leadership
Leadership
Coworkers
Coworkers
Financial stability of Needham
Commute
Coworkers
Leadership
Coworkers
Needham community
Leadership
Coworkers
Public Service
Coworkers
Financial stability of Needham
Variety of Work
Leadership
Coworkers
Leadership
Professional Development
Professional Development
Coworkers
Commute
Coworkers
Financial stability of Needham


Count
e
Coworkers
Financial stability of...
Leadership
Needham community
Professional Development
Public Service
Retirement
Schedule
Variety of Work

**Why Needham?**
Recruited directly through Indeed
Saw a position posted - close to home
Put in an application - knew Needham well
Aware of Town Manager - wanting to move to Mass
Public service and giving back to the community
Potential loan forgiveness for public service
Librarian position
Proximity
Pay
Needed security - from private sector, positions shifted offshore
Specialized position
Fit to the team
Word of Mouth
Pay and work life balance
Likes working in person
Like Community - Decent rent 2br. $1750
Was a prior DPW employee in Arlington and heard good things about Needham's DPW
Pay and benefits had a good reputation
Needham hires and sponsors through academy
No deal breakers with bosses - no us vs. them
Pay
Health Benefits
Commute less than 30 min
Good leave policy
Competent Leadership (word of mouth)
Supportive/responsive
Promotion opportunities
Lived here, convenient
was consultant, could have impact on community
right balance - population of community "cannot outrun"
Good fit
Town is seen to have job security
Fiscally strong w/ adequate resources
Kate well respected
Encouraged to apply
Easier to work for wealthy community vs. financially difficult community
Job they were looking for
Familar with town. Commute
Family connection
Well-known Town Manager in ICMA
Potential of work - lots of opportunity to do interesting work
Reputation - good reputation for Public Health (tobacco age 21)
Job Security
Connections through local college
They were hiring
Convenience to home

Lots of resources
HHS Department has tripled - not afraid to bring new people on board
Colleagues
Fimilar with town - even with a long commute
Lived here; had children in school
Benefits
Retirement offerings
Stability
Career path - got into first department and took advantage of opportunities
Close to home
Diversity - of responsibilities
Needham's wealth and corresponding resources
Connection with counselor at grad school
Hiring at the time
Interested in position
Wanted a part-time opportunity
Convenient - family lives in Needham. Close to childcare
Pay - competitive with salary
Benefits - Retirement match

| Length of Service | Category | Count |
|---|---|---|
| > 6 months | Recruited | |
| > 6 months | Location | |
| > 6 months | Reputation | |
| > 6 months | Leadership | |
| ? | Public Service | |
| ? | Benefits (other) | |
| ? | Position available | |
| ? | Location | |
| ? | Compensation | |
| ? | Job Security | |
| ? | Position available | |
| ? | Coworkers | |
| ? | Reputation | |
| ? | Compensation | |
| ? | Location | |
| Ofc. Broderick | Location | |
| Ofc. Broderick | Reputation | |
| Ofc. Broderick | Compensation | |
| Ofc. Broderick | Recruited Directly | |
| Ofc. Broderick | Leadership | |
| PSAB | Compensation | |
| PSAB | Benefits (Health/General) | |
| PSAB | Commute | |
| PSAB | Benefits (Leave) | |
| PSAB | Leadership | |
| PSAB | Leadership | |
| PSAB | Professional Development | |
| 3 yrs or less | Location | |
| 3 yrs or less | Public Service | |
| 3 yrs or less | Needham community | |
| 3 yrs or less | Coworkers | |
| 3 yrs or less | Reputation | |
| 3 yrs or less | Financial stability of Needham | |
| 3 yrs or less | Reputation | |
| 3 yrs or less | Recruited | |
| Mgr. & Sup. | Financial stability of Needham | |
| Mgr. & Sup. | Position available | |
| Mgr. & Sup. | Needham community | |
| Mgr. & Sup. | Needham community | |
| Mgr. & Sup. | Reputation | |
| Mgr. & Sup. | Variety of Work | |
| Mgr. & Sup. | Reputation | |
| Mgr. & Sup. | Reputation | |
| Mgr. & Sup. | Professional Development | |
| PSAB | Position available | |
| PSAB | Commute | |

| | |
|---|---|
| PSAB | Financial stability of Needham |
| PSAB | Leadership |
| PSAB | Coworkers |
| PSAB | Needham community |
| 10 + years | Needham community |
| 10 + years | Benefits (Health/General) |
| 10 + years | Retirement |
| 10 + years | Reputation |
| 10 + years | Professional Development |
| 10 + years | Location |
| 10 + years | Variety of Work |
| 10 + years | Financial stability of Needham |
| 4-9 years | Reputation |
| 4-9 years | Position available |
| 4-9 years | Position available |
| 4-9 years | Schedule |
| 4-9 years | Location |
| 4-9 years | Compensation |
| 4-9 years | Retirement |

**List of Categories**

Benefits (Health/General)
Benefits (Leave)
Benefits (other)
Commute
Compensation
Coworkers
Financial stability of Needham
Leadership
Location
Needham community
Position available
Professional Development
Public Service
Recruited
Reputation
Retirement
Schedule
Variety of Work

**Why Stay?**

People are great; good community
Close to home
Defined Beneit Pension
In-house vs. contracting
Support from supervisor
Advancement opportunities
Wants to retire here
Comfortable
Opportunities for advancement
Town cares
Lt.'s very supportive. Good about training and going above and beyond. Good training budget
Retirement
Community - respect
Flexability/time off
Work from Home
Pay
Enjoy challenge to overcome challenges
Enjoy the staff they represent
Convenience and location
Small/short commute
Kate, feels like employee does a good job and is valuable
Remote work from home a few days a week
Flexibility/ W/L balance
Trust/support from kate and department
Professional development opportunities and growth
Kate always provides info and encourages others to attend with her
Personal touch - Kate sent thank you note to house
Work is valued
Looking for horizon and thinking through, dynamic vs. static
Not afraid to do something and are encouraged
Compensation
Benefits
Advancement. Able to grow
Supportive of police department
Enjoy work
People keep leaving so no time to apply elsewhere
Challenges to overcome
Pay
Pension
Public service loan forgiveness
Opportunities to promote organizational change
Didn't layoff or furlough anyone during pandemic
Elected leadership taking town in a positive direction
Board is well credentialed, established in their field
Retirement
Community - serving the community in the library. Lots of positive feedback

Flexibility of work schedule. Ability to take time off.
Remote work.
Competitive pay
Seniority
Closer to retire, vested
Too hard to start over; comfortable
Don't like change
Starting over is scary
Coworkers
Pay is comparable; like recent reclass
Benefits
Opportunity - career advancement
Covid provided remote work and flexability
Coworkers
Good work
Good community. Squeaky wheels - like anywhere but overall good. Feel valued by community
Pay - would take pay cut to leave
Commute
Management - well-managed community. Seems rational.

| Length of Service | Category | Count |
|---|---|---|
| > 6 months | Needham community | |
| > 6 months | Location | |
| > 6 months | Retirement | |
| ? | Leadership | |
| ? | Leadership | |
| ? | Professional Development | |
| ? | Needham community | |
| Officer Broderick | Comfortable/Fear of Change | |
| Officer Broderick | Professional Development | |
| Officer Broderick | Needham community | |
| Officer Broderick | Leadership | |
| PSAB | Retirement | |
| PSAB | Needham community | |
| PSAB | Schedule | |
| PSAB | Schedule | |
| PSAB | Compensation | |
| 3 yrs or less | Variety of Work | |
| 3 yrs or less | Coworkers | |
| 3 yrs or less | Location | |
| 3 yrs or less | Commute | |
| 3 yrs or less | Leadership | |
| 3 yrs or less | Schedule | |
| 3 yrs or less | Schedule | |
| 3 yrs or less | Leadership | |
| 3 yrs or less | Professional Development | |
| 3 yrs or less | Leadership | |
| 3 yrs or less | Leadership | |
| 3 yrs or less | Leadership | |
| 3 yrs or less | Leadership | |
| 3 yrs or less | Leadership | |
| 3 yrs or less | Compensation | |
| 3 yrs or less | Benefits (Health/General) | |
| Mgr. & Sup. | Professional Development | |
| Mgr. & Sup. | Leadership | |
| Mgr. & Sup. | Variety of Work | |
| Mgr. & Sup. | Variety of Work | |
| Mgr. & Sup. | Variety of Work | |
| Mgr. & Sup. | Compensation | |
| Mgr. & Sup. | Retirement | |
| Mgr. & Sup. | Benefits (other) | |
| Mgr. & Sup. | Leadership | |
| Mgr. & Sup. | Leadership | |
| Mgr. & Sup. | Leadership | |
| Mgr. & Sup. | Leadership | |
| PSAB | Retirement | |
| PSAB | Needham community | |

| | |
|---|---|
| PSAB | Schedule |
| PSAB | Schedule |
| PSAB | Compensation |
| 10 + years | Compensation |
| 10 + years | Retirement |
| 10 + years | Comfortable/Fear of Change |
| 10 + years | Comfortable/Fear of Change |
| 10 + years | Comfortable/Fear of Change |
| 10 + years | Coworkers |
| 10 + years | Compensation |
| 10 + years | Benefits (Health/General) |
| 10 + years | Professional Development |
| 10 + years | Schedule |
| 4-9 years | Coworkers |
| 4-9 years | Variety of Work |
| 4-9 years | Needham community |
| 4-9 years | Compensation |
| 4-9 years | Commute |
| 4-9 years | Leadership |

**List of Categories**

Benefits (Health/General)
Benefits (other)
Comfortable/Fear of Change
Commute
Compensation
Coworkers
Leadership
Location
Needham community
Professional Development
Recruited
Reputation
Retirement
Schedule
Variety of Work

**What would draw you to another job?**

Warmer climate
Overwhelming financial compensation (e.g. double salary)
Parental leave
Subsidized childcare
Worry about being marketable in a private sector vs. public
Loss of institutional knowledge
Tech dinosaur- keeping pace
Health insurance premiums
no response
?
Cash - pay
Benefits
Flexibility for more work from home
Job growth opportunity
Better ratio for position (e.g. more admin help and extra staff; less workload)
More staff
Opportunities beyond Needham's "lane" Tourism and culture/arts/history
Additional community spaces/center; less dependent upon schools
Better relationship with schools
Kate leaving
Competitive salary
Commute
Paid parental leave
Better health insurance
Flexible work schedule - work from home
Resources for staff - known for trying to do something innovative or new
Advancement
More need in a community - more opportunities to serve the public
More money
Benefits - Health Insurance PTO
Benefits - PTO
Commute under 30 minutes
Work/Life Balance - length of time work vs. time off
Competent leadership - would ask people, word of mouth
Organization responding to needs - specifically - decision makers who allocate staffing, workloads
Carrer progression
Money
Less hours
Less stress
More vacation
Supervisory opportunities (not managing people you know is easier)
Less physical
Closer to non-Needham home (less commute)
Even better benefits like healthcare
Even better benefits like retirement
Leadership opportunities

Better commute
Better money
Directly recruited
Exhaustion - COVID
Better boss

| Length of Service | Category | Count |
|---|---|---|
| > 6 months | Location | |
| > 6 months | Compensation | |
| > 6 months | Benefits (Leave) | |
| > 6 months | Benefits (other) | |
| ? | Fear of Leaving | |
| ? | Fear of Leaving | |
| ? | Fear of Leaving | |
| ? | Cost of benefits | |
| Officer Broderick | no response | |
| PSAB | | |
| 3 yrs or less | Compensation | |
| 3 yrs or less | Benefits (Health/General) | |
| 3 yrs or less | Schedule | |
| 3 yrs or less | Advancement | |
| 3 yrs or less | Resources | |
| 3 yrs or less | Resources | |
| 3 yrs or less | Variety of Work | |
| 3 yrs or less | Resources | |
| 3 yrs or less | Resources | |
| 3 yrs or less | Leadership | |
| Mgr. & Sup. | Compensation | |
| Mgr. & Sup. | Commute | |
| Mgr. & Sup. | Benefits (Leave) | |
| Mgr. & Sup. | Benefits (Health/General) | |
| Mgr. & Sup. | Schedule | |
| Mgr. & Sup. | Resources | |
| Mgr. & Sup. | Advancement | |
| Mgr. & Sup. | Advancement | |
| PSAB | Compensation | |
| PSAB | Benefits (Health/General) | |
| PSAB | Benefits (Leave) | |
| PSAB | Commute | |
| PSAB | Schedule | |
| PSAB | Leadership | |
| PSAB | Public Service | |
| PSAB | Advancement | |
| 10 + years | Compensation | |
| 10 + years | Fewer Demands | |
| 10 + years | Fewer Demands | |
| 10 + years | Benefits (Leave) | |
| 10 + years | Advancement | |
| 10 + years | Fewer Demands | |
| 10 + years | Commute | |
| 10 + years | Benefits (Health/General) | |
| 10 + years | Retirement | |
| 10 + years | Advancement | |

| | |
|---|---|
| 4-9 years | Commute |
| 4-9 years | Compensation |
| 4-9 years | Recruited |
| 4-9 years | Fewer Demands |
| 4-9 years | Leadership |

**List of Categories**

Advancement
Benefits (Health/General)
Benefits (Leave)
Benefits (other)
Cost of benefits
Commute
Compensation
Fear of Leaving
Fewer Demands
Leadership
Location
Public Service
Recruited
Resources
Retirement
Schedule
Variety of Work

**What's one thing you would change?/What could be better?**

Medical cost
Compensation
Paid Parental Leave
Subsidized childcare
Going green
Communication from managers
Workorder system & integration
Most challenges associated with state mandates
Officer requirements & the ability to transfer to other civil service communities
Hiring officers above minimum to allow lateral transfers
N/A
Town manager/select board form of gov't
Select board not able to directly call staff
Procurement process (neeeds to be more efficent & timely)
More discretion /control of of who works in your dept., empowerment to discipline/terminate
Updated equipment
More people (to focus on bigger picture)
No cost of living increase
Part time employees working for so long without an increase
Parental leave
Job postings - not allowed to post a job until the position is vacated
Flexibility with managers - no levelers to keep high performers. Can't pay more immediately
Paid Parental Leave
Contracted services to cover for employees who are on leave
hiring temporary employees
Tuition reimbursement - student loan relief. Add pay for degrees
Backfilling FTEs as people are promoted/jobs change
Not necessarily paid experience
Recruitment - traditionally very passive. Need to spend more time & resources to recruit at local schools
Annual compensation - merit bonus
Limited bench depth in some departments - hard to get people their vacation time
Residents & committees are high maintenance - quick to escalate issues
Three managers in the building - assistant department heads do not want to move into department head ro
Narrow focus in job descriptions
Pay more
Benefits have gone down while costs go up
Investing more in staff - money tends to go towards projects, buildings and schools
Vacation structure changed  to staff being front loaded vacation time
Lack of diverse hiring
Hire for experience over education
Upscale and uptodate building DPW building - shop art
DPW considered essential & first responders
Same retirement opportunities as fire & police
More facetime with select board; site visits to humanize staff and elected officials
More consistent technology, updated & upgraded. More automation
Evaluations facelift; managers and self-evals are awkward; instrument & process, more timely

Pay
Know the "small things" - like when/how overtime works
Employee Engagement
Big ideas & terrible follow-through
Things feel arbitrary - like why am I not being considered for a bonus?
Exempt employees may not have much benefits derived from union membership
Better support for employees who are caregivers. Right now - need to use sick leave for PTO
Management is predominantly female

| Length of Service | Category |
|---|---|
| < 6 months | Benefits (Health/General) |
| < 6 months | Compensation |
| < 6 months | Benefits (Leave) |
| < 6 months | Benefits (Other) |
| ? | ? |
| ? | Leadership |
| ? | Resources |
| Officer Broderick | ? |
| Officer Broderick | Professional Development |
| Officer Broderick | Hiring |
| PSAB | |
| < 3 years | |
| < 3 years | |
| < 3 years | |
| < 3 years | |
| < 3 years | |
| < 3 years | |
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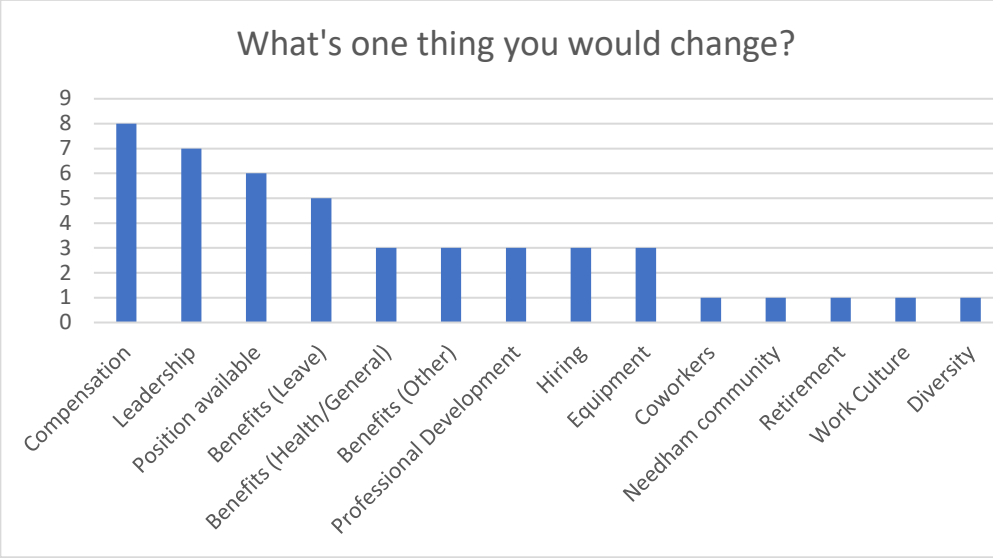
| Managers & Sup | |
| Managers & Sup | |
| Managers & Supervisors | Position available |
| Managers & Supervisors | Position available |
| Managers & Supervisors | Compensation |
| Managers & Supervisors | Hiring |
| Managers & Supervisors | Compensation |
| Managers & Supervisors | Benefits (Leave) |
| Managers & Supervisors | Needham community |
| Managers & Supervisors | Leadership |
| Managers & Supervisors | Position available |
| Public Services Building | Compensation |
| Public Services Building | Benefits (Health/General) |
| Public Services Building | Professional Development |
| Public Services Building | Benefits (Leave) |
| Public Services Building | Diversity |
| Public Services Building | Hiring |
| 10+ years | Equipment |
| 10+ years | ? |
| 10+ years | Retirement |
| 10+ years | Leadership |
| 10+ years | Equipment |
| 10+ years | Professional Development |

| List of Categories |
|---|
| Compensation |
| Leadership |
| Position available |
| Benefits (Leave) |
| Benefits (Health/General) |
| Benefits (Other) |
| Professional Development |
| Hiring |
| Equipment |
| Coworkers |
| Needham community |



| | |
|---|---|
| 4-9 years | Compensation |
| 4-9 years | Benefits (Health/General) |
| 4-9 years | Work Culture |
| 4-9 years | ? |
| 4-9 years | ? |
| 4-9 years | Benefits (Other) |
| 4-9 years | Benefits (Other) |
| 4-9 years | Leadership |

| Count |
| --- |
| 8 |
| 7 |
| 6 |
| 5 |
| 3 |
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**What is the most important benefit?**
Medical benefits
Retirement
Opportunity to grow/professional development
Leave & PTO
Health insurance
Diversity
37.5 hours v. 40? Make what I want to make but work 40 hours
Additional compensation
Union job, what does that mean?
PTO for directors isn't up to industry standards & max out is appropriate standard
Pension system - 32 years. Understands 457 - HR offered to meet and help complete form
PD educates new employees - reads union contract. Educates on 457 plan. Other officers told him to invest in it
N/A
Flexibility - work day
Access to health insurance
Retirement/pension
Employer pension & health insurance
Insurance
Flex & comp time
Most young people are comuting from crazy distances
N/A
Health
Retirement
Sick leave
Job security
Flex/comp time - not available for p/t employees
Remote working
Professional devlopment - funding bachelor's degrees
Retirement training
Free charging electric cars

| Length of Service | Category |
|---|---|
| < 6 months | Benefits (Health/General) |
| < 6 months | Retirement |
| < 6 months | Professional Development |
| < 6 months | Benefits (Leave) |
| ? | Benefits (Health/General) |
| ? | Diversity |
| ? | Schedule |
| ? | Compensation |
| ? | Benefits (Other) |
| ? | Benefits (Leave) |
| Officer Broderick | Retirement |
| Officer Broderick | Benefits (Other) |
| PSAB | |
| < 3 years | Schedule |
| < 3 years | Benefits (Health/General) |
| < 3 years | Retirement |
| < 3 years | Benefits (Health/General) |
| Managers & Supervisors | Benefits (Health/General) |
| Managers & Supervisors | Benefits (Leave) |
| Managers & Supervisors | Commute |
| Public Services Building | |
| 10+ years | Benefits (Health/General) |
| 10+ years | Retirement |
| 10+ years | Benefits (Leave) |
| 10+ years | Benefits (other) |
| 4-9 years | Benefits (Leave) |
| 4-9 years | Location |
| 4-9 years | Professional Development |
| 4-9 years | Retirement |
| 4-9 years | Benefits (Other) |

| Count | List of Categories |
|---|---|
| | Advancement |
| | Benefits (Health/General) |
| | Benefits (Leave) |
| | Benefits (other) |
| | Cost of benefits |
| | Commute |
| | Compensation |
| | Fear of Leaving |
| | Fewer Demands |
| | Leadership |
| | Location |
| | Public Service |
| | Recruited |
| | Resources |
| | Retirement |
| | Schedule |
| | Variety of Work |

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| Dress Code |
| Work Cultu |
| Diversity |

**What's one thing you would change?/What could be better?**

Front loaded benefits
Payback for using vacation - be able to use
More personal days - only get 2
Pay out sick days
Does sick leave transfer from school to town?
Community service & volunteer
Send town employee kids to Needham schools
PPE for employees - Does Needham Provide?
Quinn Bill - State Bill - gave 10% associates degree. 20 for bachelors
N/A
Stipened to explore hobby/activity and present ($2,000 a year)
Athletic club/gym partnership and discount or sue fire/police dept
Time off to volunteer
Staff pool access
Healthy snack in kitchen
Wellness- massage, chiro
Hiring, on-boarding, negotiatng training
Better vacation - accrual. And time it takes to increase accrual
Only managers ad directors can sell their vacation
Clarity on taking unpaid time off
better life insurance - currently an add-on
No sick bank across the City - wants discretion to give to individuals
Educational benefits
Sick bank leave - give sick leve to other employees. Organizarion wide, regardless of representation.

| Length of Service | Category |
|---|---|
| < 6 months | Benefits (other) |
| < 6 months | Compensation |
| < 6 months | Benefits (Leave) |
| < 6 months | Compensation |
| < 6 months | Benefits (Leave) |
| ? | Benefits (other) |
| ? | Benefits (Other) |
| ? | Benefits (Other) |
| Officer Broderick | Compensation |
| PSAB | |
| < 3 years | Benefits (other) |
| < 3 years | Benefits (Other) |
| < 3 years | Benefits (Other) |
| < 3 years | Benefits (Other) |
| < 3 years | Benefits (Other) |
| < 3 years | Benefits (Other) |
| Managers & Supervisors | Hiring |
| Public Services Building | Benefits (Leave) |
| Public Services Building | Compensation |
| Public Services Building | Benefits (Leave) |
| Public Services Building | Benefits (Health/General) |
| Public Services Building | Benefits (Health/General) |
| 10+ years | Compensation |
| 4-9 years | Benefits (Leave) |

| Count | List of Categories |
|---|---|
| | Advancement |
| | Benefits (Health/General) |
| | Benefits (Leave) |
| | Benefits (other) |
| | Cost of benefits |
| | Commute |
| | Compensation |
| | Fear of Leaving |
| | Fewer Demands |
| | Leadership |
| | Location |
| | Public Service |
| | Recruited |
| | Resources |
| | Retirement |
| | Schedule |
| | Variety of Work |

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| Work Cultu |
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**What benefits could be better?**

Medical cost
Compensation - could pay more based on tax revenue
Paid parental leave - opt-in to state policy
Subsidized childcare
Compensatory
Maternity leave? What does Needham have? Need clarification. Paid Family leave accrual and paying in versus usi
Accrual to use vacation versus a bank
Medical benefits and time to for wellness
?
N/A
Cost for employee portion - robust coverage, less cost
Paid time off policy for more time off, the grade is - Do more of PTO and less buckets
Childcare
Attend public schools
Remote access for citizen engagement
State requirement for paid family leave - Needham opted out
Summer help - doesn't have to pay minimum wage. Tough to recruit when McDonalds pays $17/hr
Insurance +1
Insurance for PT
More time off
Disparate pay for long hours
Disparate treatment for rolling vacation time - during COVID
Snowplow
Enhanced health
Cost of living allowance (COLA and benefits don't jive)
Bonus - need more guidance since its based on managers which could be different
Longevity - town match to 457, perhaps tiered approach
Tiered approach to a lot of things for retaining town staff
Compensation (Town needs to do so to recruit for certain positions where private is struggling to hire)
Sick time buy back
Family plans are expensive (+1)
Needham doesn't contribute to dental or vision
No short-term disability; no long-term disability
Sick leave - never lose it
Management training - if you manage people, you should have a required training
Annual performance review process
Reimbursement for using personal vehicles for town business

| Length of Service | Category | Count | List of Categories | |
|---|---|---|---|---|
| < 6 months | Benefits (Health/General) | | Advancement | Benefits (H |
| < 6 months | Compensation | | Benefits (Health/General) | Benefits (Le |
| < 6 months | Benefits (Leave) | | Benefits (Leave) | Benefits (ot |
| < 6 months | Benefits (other) | | Benefits (other) | Commute |
| ? | Compensation | | Cost of benefits | Compensat |
| ? | Benefits (Leave) | | Commute | Coworkers |
| ? | Benefits (Leave) | | Compensation | Financial st |
| ? | Benefits (Health/General) | | Fear of Leaving | Leadership |
| PSAB | | | Fewer Demands | Location |
| Officer Broderick | | | Leadership | Needham c |
| < 3 years | Financial stability of Needham | | Location | Position av |
| < 3 years | Benefits (Leave) | | Public Service | Professiona |
| Managers & Supervisors | Benefits (other) | | Recruited | Public Servi |
| Managers & Supervisors | Benefits (other) | | Resources | Recruited |
| Managers & Supervisors | Needham community | | Retirement | Reputation |
| Managers & Supervisors | Benefits (Leave) | | Schedule | Retirement |
| Managers & Supervisors | Hiring | | Variety of Work | Schedule |
| Public Services Building | Benefits (other) | | | Variety of V |
| Public Services Building | Benefits (other) | | | Hiring |
| Public Services Building | Benefits (Leave) | | | Dress Code |
| Public Services Building | Compensation | | | Work Cultu |
| Public Services Building | Benefits (Leave) | | | Diversity |
| Public Services Building | Benefits (other) | | | |
| 10+ years | Benefits (Health/General) | | | |
| 10+ years | Compensation | | | |
| 10+ years | Compensation | | | |
| 10+ years | ? | | | |
| 10+ years | ? | | | |
| 10+ years | Compensation | | | |
| 10+ years | Compensation | | | |
| 4-9 years | Benefits (other) | | | |
| 4-9 years | Benefits (Health/General) | | | |
| 4-9 years | Benefits (Leave) | | | |
| 4-9 years | Benefits (Leave) | | | |
| 4-9 years | Professional Development | | | |
| 4-9 years | Professional Development | | | |
| 4-9 years | Compensation | | | |

**What benefits do you not use/care for?**

N/A
Tuition reimbursement is too gray
Don't use insurance
Insurance opt out = $2,000 - why not beginning?
N/A
N/A
Sick time - crazy not to take
Vacaion - Hard to not take as would like due to short staff
EAP - onboarding issue
One time thre was a picnic, but had to use personal time to attend
Supposedly citizens complained about staff attending picnic
Rethink schedule for leave plans. New employees accrue 6.6 hours per month.
FSA - too complicated & difficult to use
Fitness reimbursement
Tuition reimbursement
Dental - delta is yuck; the town doesn't cover any
You have to opt in to retirement match

| Length of Service | Category |
|---|---|
| < 6 months | |
| ? | Benefits (other) |
| ? | Benefits (other) |
| ? | Benefits (other) |
| Officer Broderick | |
| PSAB | |
| < 3 years | Benefits (Health/General) |
| < 3 years | Benefits (Leave) |
| < 3 years | Benefits (other) |
| Managers & Supervisors | Benefits (Leave) |
| Managers & Supervisors | Needham community |
| Managers & Supervisors | Schedule |
| Public Services Building | Benefits (other) |
| Public Services Building | Benefits (other) |
| Public Services Building | Compensation |
| 10+ years | Benefits (Health/General) |
| 4-9 years | Retirement |

| Count | List of Categories |
|---|---|
| | Advancement |
| | Benefits (Health/General) |
| | Benefits (Leave) |
| | Benefits (other) |
| | Cost of benefits |
| | Commute |
| | Compensation |
| | Fear of Leaving |
| | Fewer Demands |
| | Leadership |
| | Location |
| | Public Service |
| | Recruited |
| | Resources |
| | Retirement |
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| Benefits (H |
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| Reputation |
| Retirement |
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| Variety of V |
| Hiring |
| Dress Code |
| Work Cultu |
| Diversity |

| Benchmarking | Length of Service | Category |
|---|---|---|
| Compensation | < 6 months | Compensation |
| N/A | ? | |
| Professional development - very interesting ir | Officer Broderick | Professional Development |
| Compensation | Officer Broderick | Compensation |
| Career advancement | Officer Broderick | Professional Development |
| N/A | PSAB | |
| N/A | < 3 years | |
| Leave/PTO | Managers & Supervisors | Benefits (Leave) |
| Insurance | Managers & Supervisors | Benefits (Health/General) |
| Merit & add pay | Managers & Supervisors | Compensation |
| Compensation | Managers & Supervisors | Compensation |
| Retirement | Managers & Supervisors | Retirement |
| N/A | Public Services Building | |
| N/A | 10+ years | |
| Compensation | 4-9 years | Compensation |
| Leave/PTO | 4-9 years | Benefits (Leave) |

| Count | List of Categories | |
|---|---|---|
| | Advancement | Benefits (Health/General) |
| | Benefits (Health/General) | Benefits (Leave) |
| | Benefits (Leave) | Benefits (other) |
| | Benefits (other) | Commute |
| | Cost of benefits | Compensation |
| | Commute | Coworkers |
| | Compensation | Financial stability of Needham |
| | Fear of Leaving | Leadership |
| | Fewer Demands | Location |
| | Leadership | Needham community |
| | Location | Position available |
| | Public Service | Professional Development |
| | Recruited | Public Service |
| | Resources | Recruited |
| | Retirement | Reputation |
| | Schedule | Retirement |
| | Variety of Work | Schedule |
| | | Variety of Work |
| | | Hiring |
| | | Dress Code |
| | | Work Culture |
| | | Diversity |

| Diversity | Length of Service |
|---|---|
| People from different backgrounds | < 6 months |
| Encourages diversity | < 6 months |
| People from all over the world working as one for a common goal | ? |
| Different backgrounds | ? |
| People who work in town hall represent community | ? |
| Interview peocess has very specific questions | ? |
| Representation from different social groups & background - open & inclusiv | Officer Broderick |
| N/A | PSAB |
| Accepting all walks of life, race creeds colors | < 3 years |
| Different backgrounds, skills & abilities | < 3 years |
| Don't look like me | < 3 years |
| Multicultural, age, respect, different backgrounds | Managers & supervisors |
| Gender. Race. Age. Color | Public Services Building |
| Multicultural | 10+ years |
| Inclkusion everybody can be part, no one is left out | 10+ years |
| Different people. Different cultures. Different backgrounds | 4-9 years |
| Couple teams - diversity initiatives. NUARI | 4-9 years |
| Do better in recruiting. Needham is very white | 4-9 years |
| Lots of initiatives are not within the organization, but within the communit | 4-9 years |
| On-site training for current employees so they can move up | 4-9 years |
| Some financial diversity of committees | 4-9 years |

| Category | Count | List of Categories | |
|---|---|---|---|
| Diversity | | Advancement | Benefits (Health/General) |
| Diversity | | Benefits (Health/General) | Benefits (Leave) |
| Diversity | | Benefits (Leave) | Benefits (other) |
| Diversity | | Benefits (other) | Commute |
| Diversity | | Cost of benefits | Compensation |
| Diversity | | Commute | Coworkers |
| Diversity | | Compensation | Financial stability of Needham |
| Diversity | | Fear of Leaving | Leadership |
| Diversity | | Fewer Demands | Location |
| Diversity | | Leadership | Needham community |
| Diversity | | Location | Position available |
| Diversity | | Public Service | Professional Development |
| Diversity | | Recruited | Public Service |
| Diversity | | Resources | Recruited |
| Diversity | | Retirement | Reputation |
| Diversity | | Schedule | Retirement |
| Diversity | | Variety of Work | Schedule |
| Diversity | | | Variety of Work |
| Diversity | | | Hiring |
| Diversity | | | Dress Code |
| Diversity | | | Work Culture |
| | | | Diversity |

**Final thoughts**

N/A

Why doesn't Needham pay for life insurance, or short term disability; is it taboo to take sick days? Doctor note r

Kate is wanted to work for, due to her investment in professional development

Help pay for certifications/etc for succession planning.

Apprenticeships

N/A

N/A

N/A

Needham has chnaged a lot. Paying $1M-$1.5M for a lot or tear down

Hiring based on ability. Most important to serve the needs of the community

Diveristy hires - Northshore, Lowell - commute is 50 miles. What is cost/benefit?

Needham used to offer training for CDL. Send people to driving school - but it's expensive

Logoed clothing? i.e. hats, jackets, shirts? Professional dress?

The town is hosting focus is a testament to the good culture

Needham has own retirement system. Self-administered and overseen by Needham retirees

PTO pool - can employees give vacation to other employees?

Known as a Town having lots of red tape. Lots of bureacracy. Lots of contractors say no other towns ask for the t

| Length of Service | Category | Count |
|---|---|---|
| < 6 months | | |
| ? | Benefits (Health/General) | |
| ? | Coworkers | |
| ? | Professional Development | |
| ? | Professional Development | |
| PSAB | | |
| < 3 years | | |
| Managers & Supervisors | | |
| Public Service Building | Financial stability of Needham | |
| Public Service Building | Needham community | |
| Public Service Building | Hiring | |
| Public Service Building | Professional Development | |
| 10+ years | Dress Code | |
| 4-9 years | Work Culture | |
| 4-9 years | Retirement | |
| 4-9 years | Benefits (Leave) | |
| 4-9 years | Reputation | |

| List of Categories | |
|---|---|
| Advancement | Benefits (H |
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| Benefits (Leave) | Benefits (ot |
| Benefits (other) | Commute |
| Cost of benefits | Compensat |
| Commute | Coworkers |
| Compensation | Financial st |
| Fear of Leaving | Leadership |
| Fewer Demands | Location |
| Leadership | Needham c |
| Location | Position ava |
| Public Service | Professiona |
| Recruited | Public Servi |
| Resources | Recruited |
| Retirement | Reputation |
| Schedule | Retirement |
| Variety of Work | Schedule |
| | Variety of V |
| | Hiring |
| | Dress Code |
| | Work Cultu |
| | Diversity |

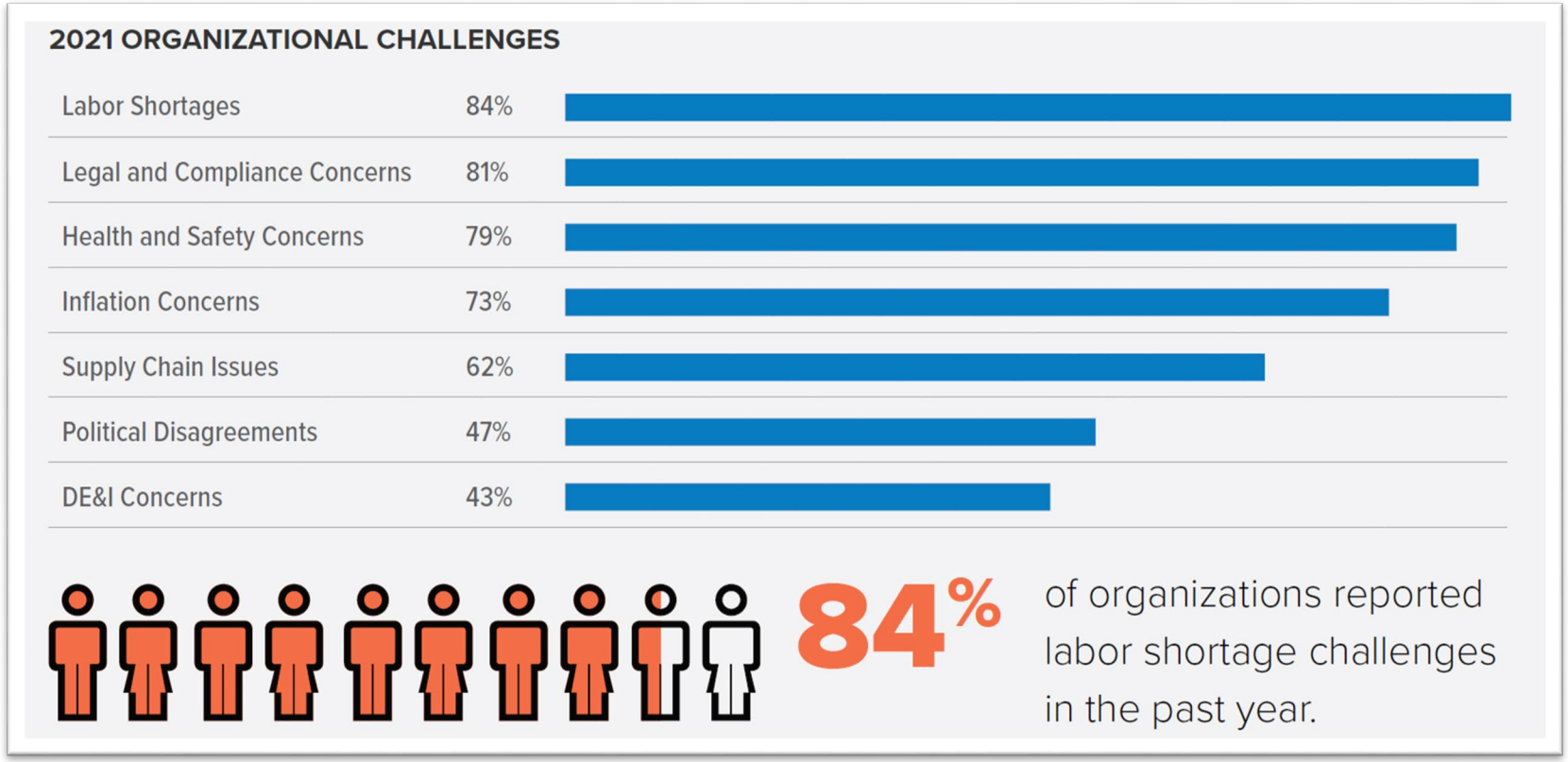
# Draft Findings and Recommendations

L-ICMA – Needham, MA

# Objectives

- Develop strategies to address gaps in recruitment and retention.
- Identify benefits/programs to obtain a competitive edge in recruitment & retention and assess for feasibility.
- Gauge current employee opinions on existing benefits packages and suggested changes through surveys or focus groups.
- Analyze existing recruitment, resources, recognition, and on-boarding practices and make recommendations to enhance retention and engagement.
- Evaluate scope & capacity of the Human Resources Department.
- Submit a detailed report and/or presentation at the direction of the Town.

# Benchmarking



# Finding: Define HR's role in the organization

Define the mission and role of Needham's Human Resources Department

- Move from a Personnel Department to a Strategic HR Department
- Add 4 functional areas to Human Resources mission:
  - Recruitment
  - Onboarding & Orientation
  - Retention
  - Morale & Engagement
- Increase Human Resources staffing levels to align with increased organizational role.

# Finding: Compensation Philosophy

- Focus on market-based adjustments as opposed to cost-of-living adjustments
- Incentive Pay
  - Bonus pay (avoids compounding)
  - Step programs – reward longevity, but front loaded
  - How to account for market in off years
    - Account for how complicated administration of plan is
- Weekend/shift differential
- Accelerated step program/accelerated pay increases for high performers
- **Referral**, sign-on, and **retention** bonuses

# Finding: Workplace Flexibility

- Explore more remote work options and/or dedicated remote positions
- Interim or acting pay

# Finding: New benefit offerings

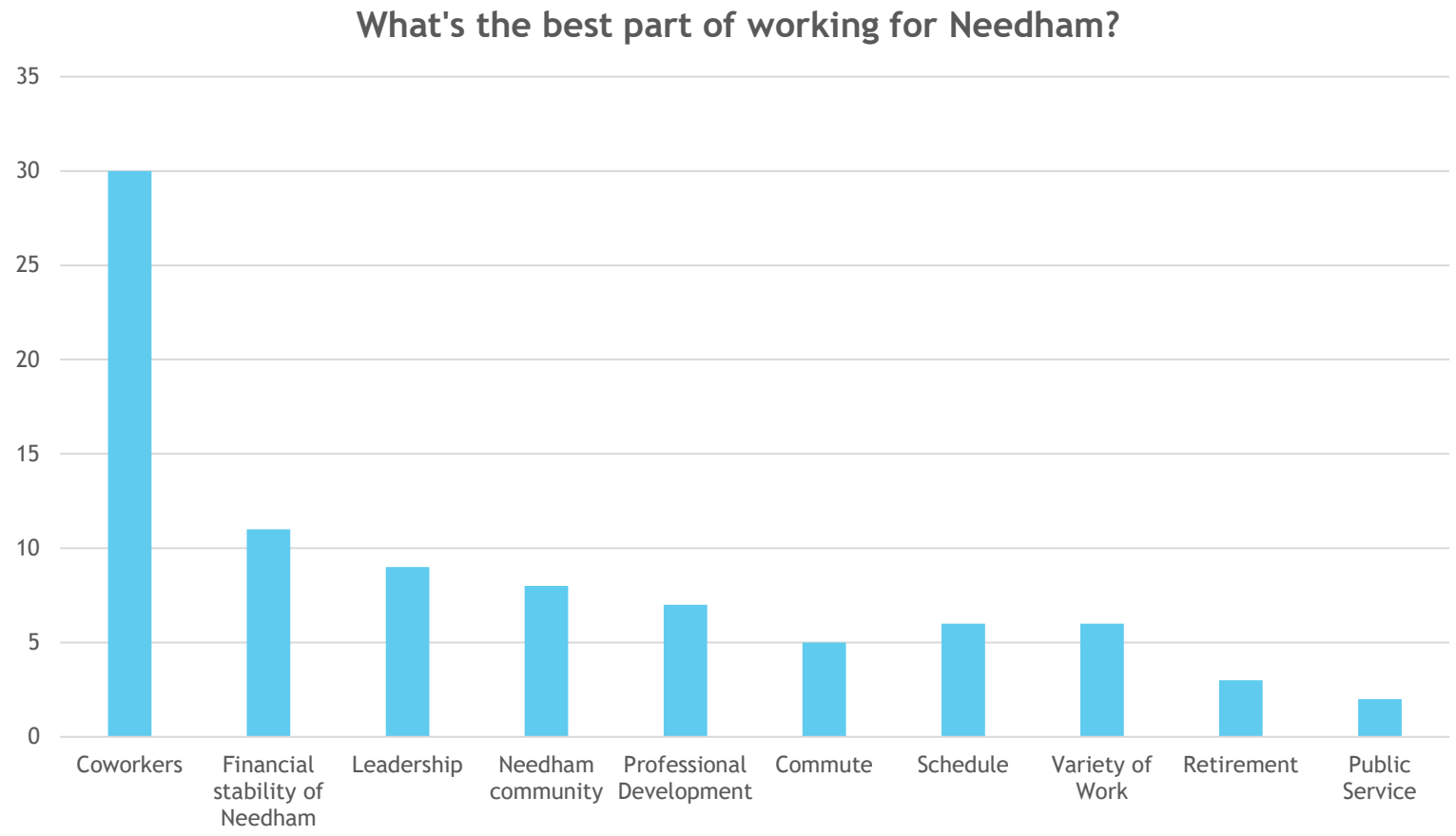
- Shift to PTO bank?
- Short-term disability insurance
- Unpaid, job-protected time off to care for or bond with new child (beyond what's required)
- Dependent care spending program
- Identity theft insurance
- Personal financial-planning services (tie to retirement program)
- Pet insurance
- Paid civic duty

# Employee Focus Groups

10 employee interviews were held over 2 days and represented Town employees with varying tenure and responsibility within the organization. These interviews were conducted as facilitated focus group discussions with approximately 5- 10 participants in each group. Targeted employment demographics included:

- 10 or more years tenure in Needham
- 4 to 9 years tenure in Needham
- 3 or fewer years tenure in Needham (two groups interviewed)
- 6 months or less tenure in Needham (three groups interviewed)
- Managers and Supervisors
- Hard to recruit positions
- Public Safety

# Employee Focus Groups



# 10 focus group items appear to be recurring

- Schools – allowing employee's kids into public schools
- Last mile transit issue
- Residency Requirements
- Employee +1
- Housing assistance
- Paid family or parental leave
- Childcare assistance
- PTO bank
- Front load benefits upon hire
- Recruiting
  - QR codes on trucks for recruitment
  - Summer ambassador program

# Recommendations - HR Department

Position HR department to be more strategic: Managers owning culture. Town Manager supporting:

- Recruitment
  - DEI
  - recruiting firms for specific positions (Exec. & hard to fill)
- Onboarding
  - Formalize process
- Culture
  - Training/Development person
  - Employee recognition
  - Exit interviews
  - Check-ins

# Recommendations - Benefits

- Needham Schools
- PTO bank
- Employee + 1
- Last mile transit issue
- Paid family or parental leave
- Childcare assistance
- Front load leave upon hire

# Recommendations - Incentive Pay

- Licensing
- Longevity
- High-performance

# Recommendations - Recruiting

- **Recruiting**
  - Easy
    - QR codes on trucks for recruitment
    - Recruiting signage at transfer station
  - Medium
    - Summer ambassador/intern program
    - Targeted recruitment – veterans, HBCUs, high school
  - Hard
    - Flexible hours
    - Remote work positions
    - Flexible workspace (hoteling)
    - Housing Assistance

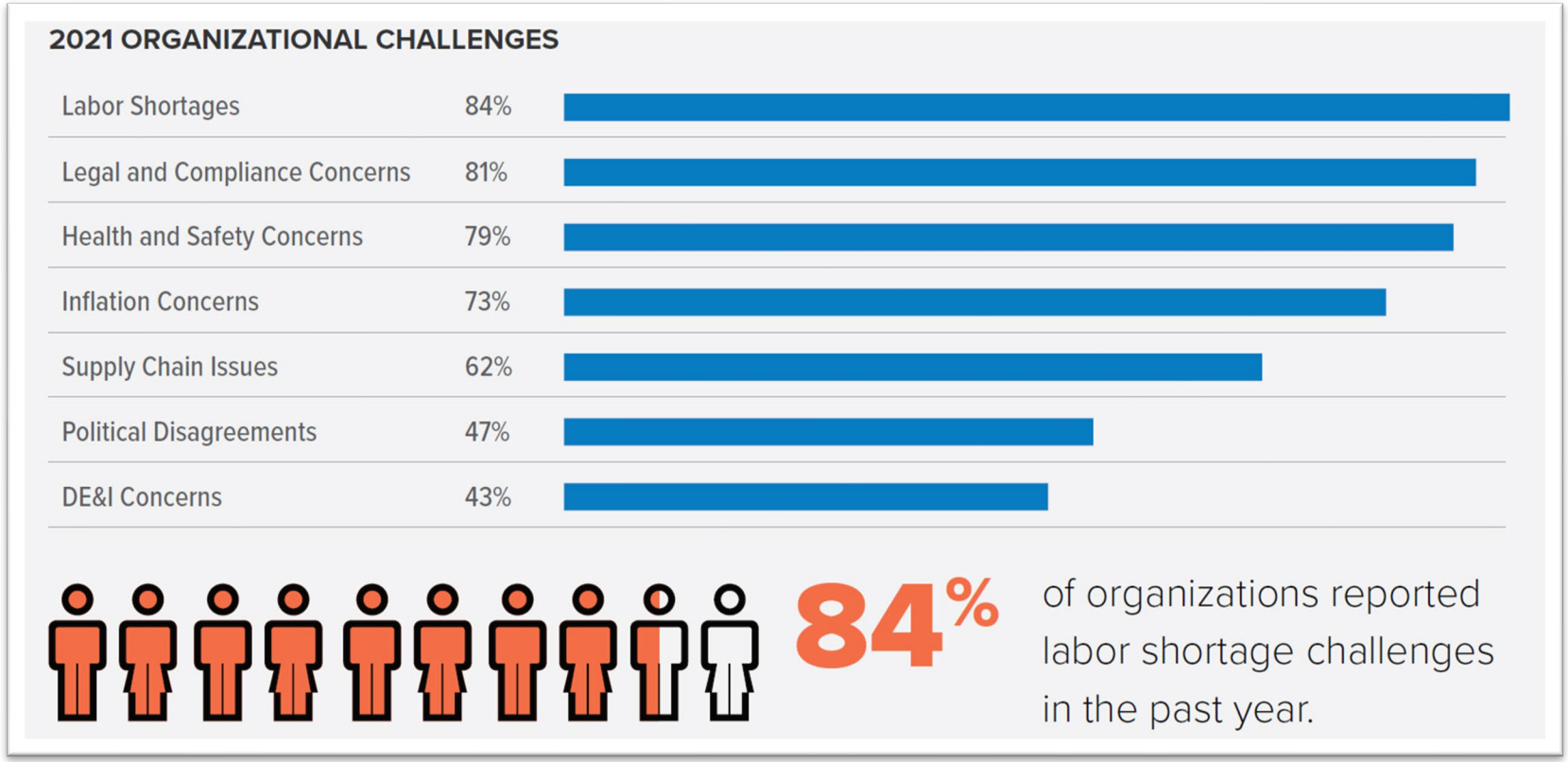
# Findings and Recommendations

L-ICMA – Needham, MA

# Objectives

- Develop strategies to address gaps in recruitment and retention.
- Identify benefits/programs to obtain a competitive edge in recruitment & retention and assess for feasibility.
- Gauge current employee opinions on existing benefits packages and suggested changes through surveys or focus groups.
- Analyze existing recruitment, resources, recognition, and on-boarding practices and make recommendations to enhance retention and engagement.
- Evaluate scope & capacity of the Human Resources Department.
- Submit a detailed report and/or presentation at the direction of the Town.

# Benchmarking



# Finding: Define HR's role in the organization

Define the mission and role of Needham's Human Resources Department

- Move from a Personnel Department to a Strategic HR Department
- Add 4 functional areas to Human Resources mission:
  - Recruitment
  - Onboarding & Orientation
  - Retention
  - Morale & Engagement
- Increase Human Resources staffing levels to align with increased organizational role.

# Finding: Compensation Philosophy

- Focus on market-based adjustments as opposed to cost-of-living adjustments
- Incentive Pay
  - Bonus pay (avoids compounding)
  - Step programs – reward longevity, but front loaded
  - How to account for market in off years
    - Account for how complicated administration of plan is
- Weekend/shift differential
- Accelerated step program/accelerated pay increases for high performers
- **Referral**, sign-on, and **retention** bonuses

# Finding: Workplace Flexibility

Explore more remote work options and/or dedicated remote positions

Interim or acting pay

# Finding: New benefit offerings

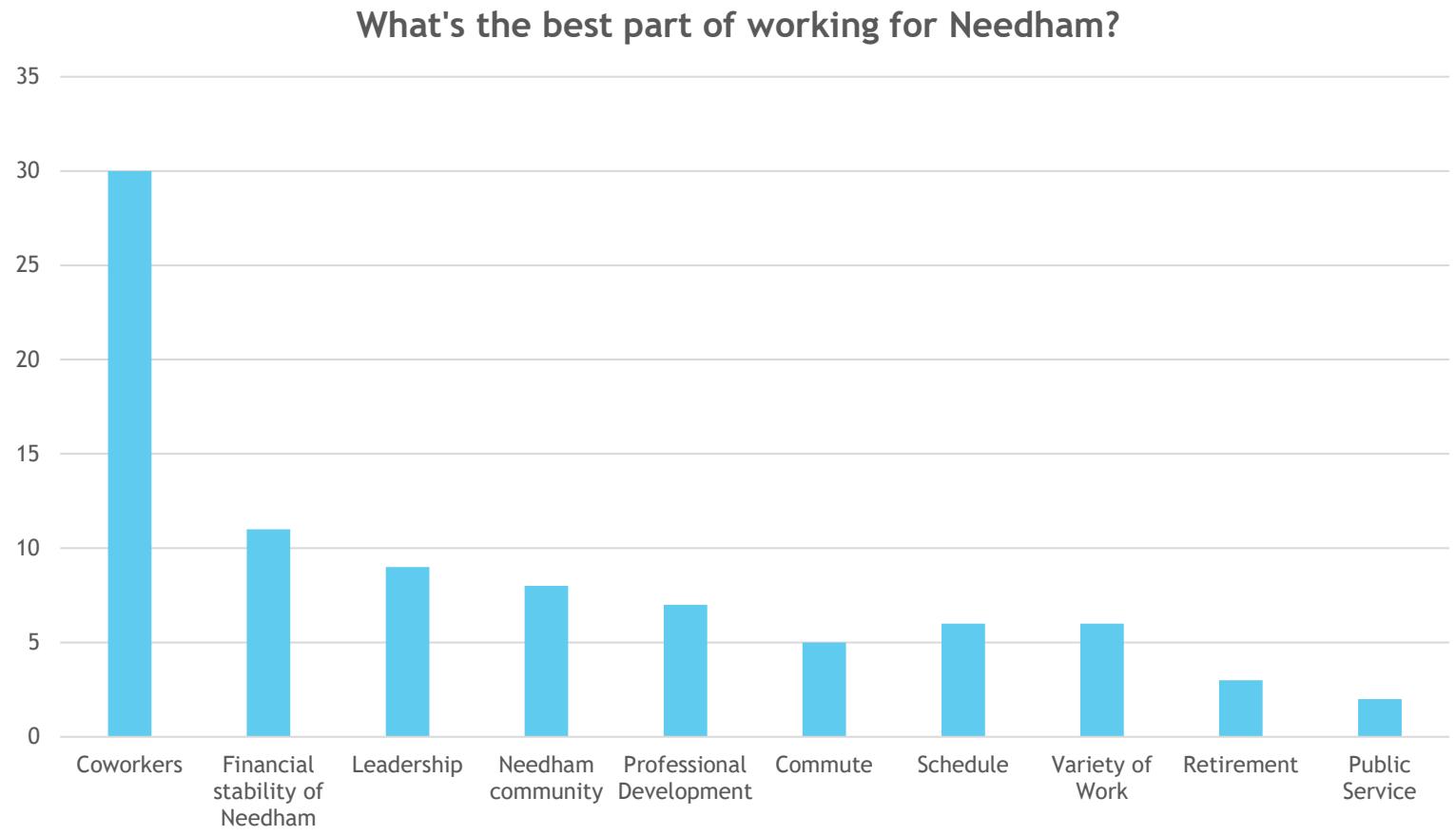
- Shift to PTO bank?
- Short-term disability insurance
- Unpaid, job-protected time off to care for or bond with new child (beyond what's required)
- Dependent care spending program
- Identity theft insurance
- Personal financial-planning services (tie to retirement program)
- Pet insurance
- Paid civic duty

# Employee Focus Groups

10 employee interviews were held over 2 days and represented Town employees with varying tenure and responsibility within the organization. These interviews were conducted as facilitated focus group discussions with approximately 5- 10 participants in each group. Targeted employment demographics included:

- 10 or more years tenure in Needham
- 4 to 9 years tenure in Needham
- 3 or fewer years tenure in Needham (two groups interviewed)
- 6 months or less tenure in Needham (three groups interviewed)
- Managers and Supervisors
- Hard to recruit positions
- Public Safety

# Employee Focus Groups



# 10 focus group items appear to be recurring

- Schools – allowing employee's kids into public schools
- Last mile transit issue
- Residency Requirements
- Employee +1
- Housing assistance
- Paid family or parental leave
- Childcare assistance
- PTO bank
- Front load benefits upon hire
- Recruiting
  - QR codes on trucks for recruitment
  - Summer ambassador program

# Recommendations - HR Department

Position HR department to be more strategic: Managers owning culture. Town Manager supporting:

- Recruitment
  - DEI
  - recruiting firms for specific positions (Exec. & hard to fill)
- Onboarding
  - Formalize process
- Culture
  - Training/Development person
  - Employee recognition
  - Exit interviews
  - Check-ins

# Recommendations - Benefits

- Needham Schools
- PTO bank
- Employee + 1
- Last mile transit issue
- Paid family or parental leave
- Childcare assistance
- Front load leave upon hire

# Recommendations - Incentive Pay

- Licensing
- Longevity
- High-performance

# Recommendations - Recruiting

- **Recruiting**
  - Easy
    - QR codes on trucks for recruitment
    - Recruiting signage at transfer station
  - Medium
    - Summer ambassador/intern program
    - Targeted recruitment – veterans, HBCUs, high school
  - Hard
    - Flexible hours
    - Remote work positions
    - Flexible workspace (hoteling)
    - Housing Assistance

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

**MEETING DATE: 7/26/2022**

| | |
|---|---|
| **Agenda Item** | National Community Survey |
| **Presenter(s)** | Cyndi Roy Gonzalez, Public Information Officer |

**1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**

Ms. Roy Gonzalez will present the results of the recently completed Needham Community Survey, including methodology and results. The wide range of responses and the broad-based opinions expressed by the survey participants provide us with a unique perspective about service delivery, highlighting successes, opportunities, and areas that deserve greater attention.

The Town has completed the survey on a biannual basis since 2008 (except for 2020). The primary purpose is to establish a formal, systematic mechanism for evaluating customer satisfaction with Town services, and then using the information to inform organizational, management, and funding decisions. Resident opinion should be a major factor in local government decision making, yet it is often hard to measure. Citizen surveys provide valuable information to help to understand residents' concerns, improve communication, and measure satisfaction with the overall operation of local government. By almost every measure, the level of citizen satisfaction with local government in Needham is quite high.

**2. VOTE REQUIRED BY SELECT BOARD**

Discussion Only

**3. BACK UP INFORMATION ATTACHED**

a. PowerPoint Presentation
b. National Community Survey, Town of Needham, MA 2022

# THE TOWN OF NEEDHAM 2022 COMMUNITY SURVEY

National Research Center

POWERED BY POLCO

# ABOUT THE NCS

The National Community Survey™ (The NCS™) report is about the “livability” of Needham. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The survey was developed by the experts from National Research Center at Polco

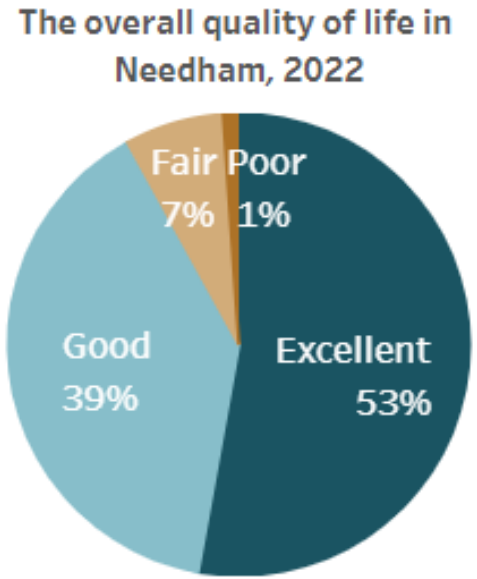
# STUDY METHOD

- The report provides the opinions of a representative sample of **630 residents** of the Town of Needham collected from April 11th, 2022, to May 30th, 2022.
- The margin of error is 4% for all respondents.
- Response rate for the 2022 survey was 23%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Needham.
- 47th time survey has been conducted – last time in 2018, and before that in 2016, 2014, 2012, 2010, and the first time in 2008.
- Benchmark to **600** communities nation-wide
- The survey was also posted online for two weeks at the close of the formal survey. 128 respondents participated. Those responses are not included here but are available for review.

# COMMUNITY LIVABILITY

# Overall Highlights

- 95% rate Needham as “Excellent” or “Good” place to live
- 92% rate the quality of life in Needham as “Excellent” or “Good”
- 82% rate the quality of services provided as “Excellent” or “Good”




- The majority of residents perceive the Town of Needham as a safe place to live
- Inclusivity is both a strength and opportunity for continued growth in Needham.
- Needham’s economy is strong but poses challenges to community affordability

# BENCHMARK COMPARISONS

## COMMUNITY CHARACTERISTICS

### Areas Where Needham Exceeded the National Benchmark
### General Community Characteristics

| Community Characteristic | Percent Positive | Ranked | Percentile |
|---|---|---|---|
| Needham as a place to live | 95% | 22 of 403 | 94 |
| Your neighborhood as a place to live* | 94% | 13 of 335 | 96 |
| Needham as a place to raise children | 96% | 10 of 405 | 97 |
| Overall image or reputation | 92% | 28 of 383 | 92 |
| Overall quality of life | 92% | 35 of 445 | 92 |
| Sense of community* | 84% | 24 of 337 | 93 |

- Indicates improvement over 2018
- # Indicates new question this year

# BENCHMARK COMPARISONS

## COMMUNITY CHARACTERISTICS

## Areas Where Needham Exceeded the National Benchmark
### Community Characteristics by Facet

| Safety | Percent Positive | Ranked | Percentile |
|---|---|---|---|
| Overall feeling of safety | 98% | 4 of 385 | 99 |
| In Needham's downtown/commercial area during the day | 99% | 5 of 344 | 98 |
| From property crime | 98% | 1 of 166 | 100 |
| From violent crime | 99% | 2 of 166 | 99 |
| From fire, flood or other natural disaster# | 93% | 6 of 154 | 96 |

* Indicates improvement over 2018
# Indicates new question this year

# BENCHMARK COMPARISONS

## COMMUNITY CHARACTERISTICS

## Areas Where Needham Exceeded the National Benchmark
### Community Characteristics by Facet

| Health and Wellness | Percent Positive | Ranked | Percentile |
|---|---|---|---|
| Availability of affordable quality health care | 78% | 24 of 303 | 92 |
| Availability of preventive health services | 82% | 25 of 286 | 91 |
| Availability of affordable quality mental health care | 55% | 49 of 286 | 83 |

| Economy | Percent Positive | Ranked | Percentile |
|---|---|---|---|
| Overall economic health of Needham* | 92% | 16 of 310 | 95 |
| Needham as a place to work* | 81% | 33 of 388 | 91 |

* Indicates improvement over 2018
# Indicates new question this year

# BENCHMARK COMPARISONS

## COMMUNITY CHARACTERISTICS

**Areas Where Needham Exceeded the National Benchmark**
**Community Characteristics by Facet**

| Mobility | Percent Positive | Ranked | Percentile |
|---|---|---|---|
| Traffic flow on major streets* | 69% | 62 of 358 | 82 |
| Ease of public parking* | 77% | 48 of 283 | 83 |
| Ease of travel by car* | 87% | 39 of 337 | 88 |
| Ease of walking* | 85% | 28 of 339 | 92 |

| Natural Environment | Percent Positive | Ranked | Percentile |
|---|---|---|---|
| Cleanliness* | 93% | 45 of 341 | 87 |
| Air Quality | 93% | 32 of 294 | 89 |

- Indicates improvement over 2018
- # Indicates new question this year

# BENCHMARK COMPARISONS

## COMMUNITY CHARACTERISTICS

## Areas Where Needham Exceeded the National Benchmark
### Community Characteristics by Facet

| Education and Enrichment | Percent Positive | Ranked | Percentile |
|---|---|---|---|
| Overall opportunities for education, culture, and the arts | 80% | 60 of 307 | 80 |
| Adult educational opportunities | 86% | 6 of 292 | 98 |
| K-12 education | 93% | 14 of 308 | 95 |

- Indicates improvement over 2018
- # Indicates new question this year

# BENCHMARK COMPARISONS

## HOW WELL IS NEEDHAM GOVERNMENT DOING ITS JOB?

**Areas Where Needham Exceeded the National Benchmark**
**General Governance**

| General Governance | Percent Positive | Ranked | Percentile |
|---|---|---|---|
| The job Needham government does at welcoming resident involvement | 66% | 37 of 350 | 89 |
| Overall confidence in Needham government | 68% | 26 of 311 | 91 |
| Generally acting in the best interest of the community | 71% | 25 of 314 | 92 |
| Being honest* | 74% | 26 of 304 | 91 |
| Treating all residents fairly* | 76% | 21 of 311 | 93 |
| Treating residents with respect# | 83% | 11 of 158 | 93 |
| Overall customer service by Needham employees* | 93% | 23 of 400 | 94 |

- Indicates improvement over 2018
- # Indicates new question this year

# BENCHMARK COMPARISONS

## HOW WELL IS NEEDHAM GOVERNMENT DOING ITS JOB?

## Areas Where Needham Exceeded the National Benchmark
### Governance by Facet

| Safety | Percent Positive | Ranked | Percentile |
|---|---|---|---|
| Police services | 93% | 43 of 436 | 90 |
| Crime prevention | 94% | 5 of 384 | 98 |
| Animal control | 81% | 34 of 348 | 90 |
| Emergency preparedness | 81% | 25 of 317 | 92 |
| Code enforcement# | 62% | 65 of 386 | 83 |

| Mobility | Percent Positive | Ranked | Percentile |
|---|---|---|---|
| Snow removal* | 82% | 28 of 286 | 90 |

- Indicates improvement over 2018
- # Indicates new question this year

# BENCHMARK COMPARISONS

## HOW WELL IS NEEDHAM GOVERNMENT DOING ITS JOB?

**Areas Where Needham Exceeded the National Benchmark**
**Governance by Facet**

| Natural Environment | Percent Positive | Ranked | Percentile |
|---|---|---|---|
| Drinking water* | 86% | 34 of 329 | 89 |

| Built Environment | Percent Positive | Ranked | Percentile |
|---|---|---|---|
| Affordable high-speed internet# | 77% | 3 of 152 | 98 |
| Storm water management* | 87% | 22 of 353 | 94 |
| Sewer services | 91% | 11 of 331 | 96 |

- Indicates improvement over 2018
- # Indicates new question this year

# BENCHMARK COMPARISONS

## HOW WELL IS NEEDHAM GOVERNMENT DOING ITS JOB?

**Areas Where Needham Exceeded the National Benchmark**
**Governance by Facet**

| Health & Wellness | Percent Positive | Ranked | Percentile |
|---|---|---|---|
| Health services | 90% | 6 of 278 | 98 |

| Education and Enrichment | Percent Positive | Ranked | Percentile |
|---|---|---|---|
| Public library services | 96% | 21 of 353 | 94 |

- Indicates improvement over 2018
- # Indicates new question this year

# BENCHMARK COMPARISONS

## HOW ENGAGED IS THE NEEDHAM COMMUNITY?

**Areas Where Needham Exceeded the National Benchmark**
**Community Engagement by Facet**

| General Engagement | Percent Positive | Ranked | Percentile |
|---|---|---|---|
| Sense of civic/community pride# | 82% | 11 of 155 | 98 |
| Neighborliness of residents* | 78% | 20 of 299 | 93 |
| Contacted the Town for help or information* | 59% | 29 of 360 | 92 |
| Watched a local public meeting* | 35% | 45 of 279 | 84 |

- Indicates improvement over 2018
- # Indicates new question this year

# BENCHMARK COMPARISONS

## HOW ENGAGED IS THE NEEDHAM COMMUNITY?

**Areas Where Needham Exceeded the National Benchmark**
**Participation by Facet**

| Mobility | Percent Positive | Ranked | Percentile |
|---|---|---|---|
| Used public transportation instead of driving | 39% | 41 of 271 | 85 |
| Walked or biked instead of driving* | 73% | 47 of 298 | 84 |

- Indicates improvement over 2018
- # Indicates new question this year

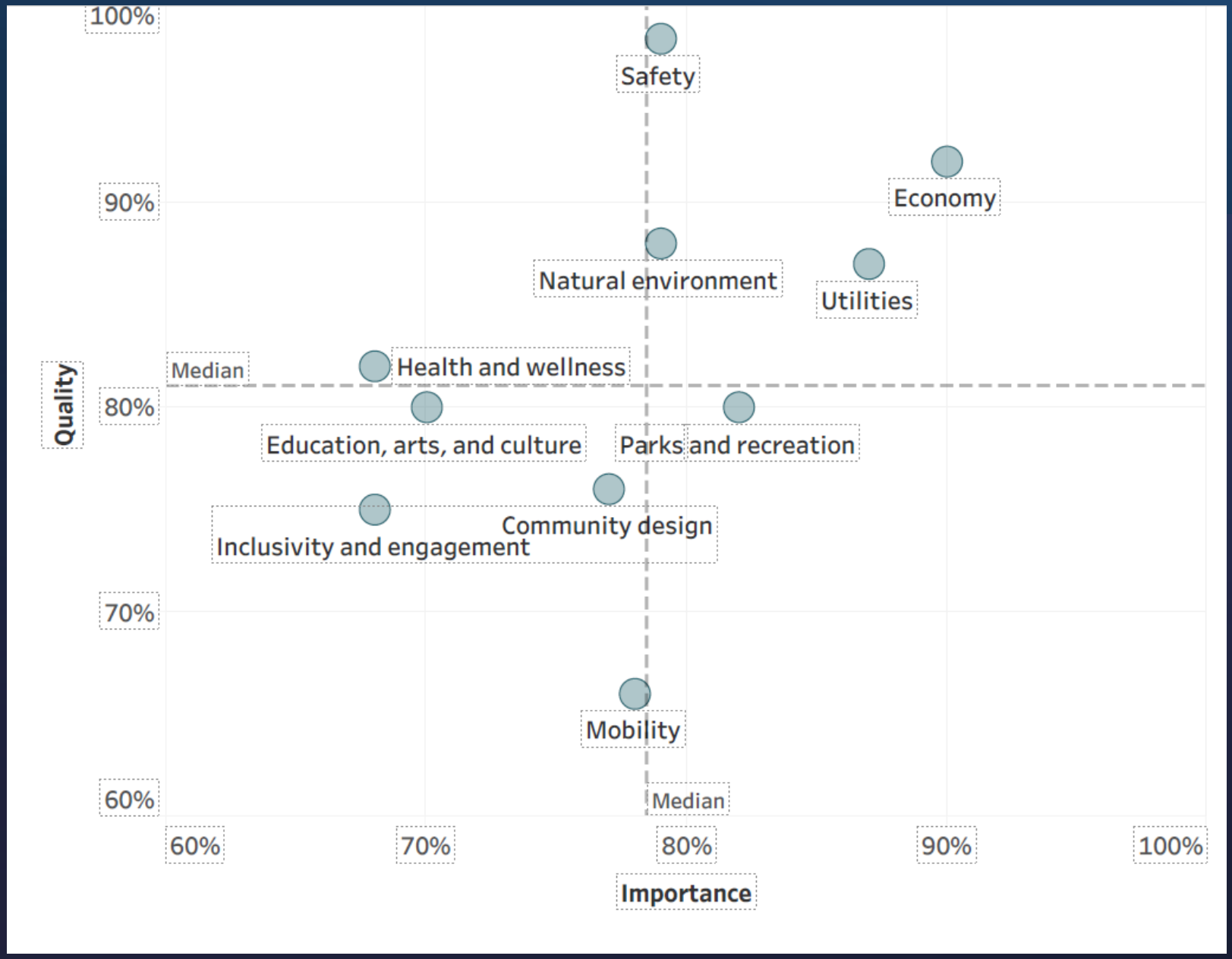
# BENCHMARK COMPARISONS

## HOW ENGAGED IS THE NEEDHAM COMMUNITY?

**Areas Where Needham Fell below the National Benchmark**

| Facet | Percent Positive | Ranked | Percentile |
|---|---|---|---|
| Cost of living | 20% | 257 of 306 | 16 |
| Availability of affordable quality housing | 17% | 295 of 340 | 13 |
| Variety of housing options | 25% | 281 of 315 | 11 |
| Garbage collection | 42% | 362 of 362 | 0 |

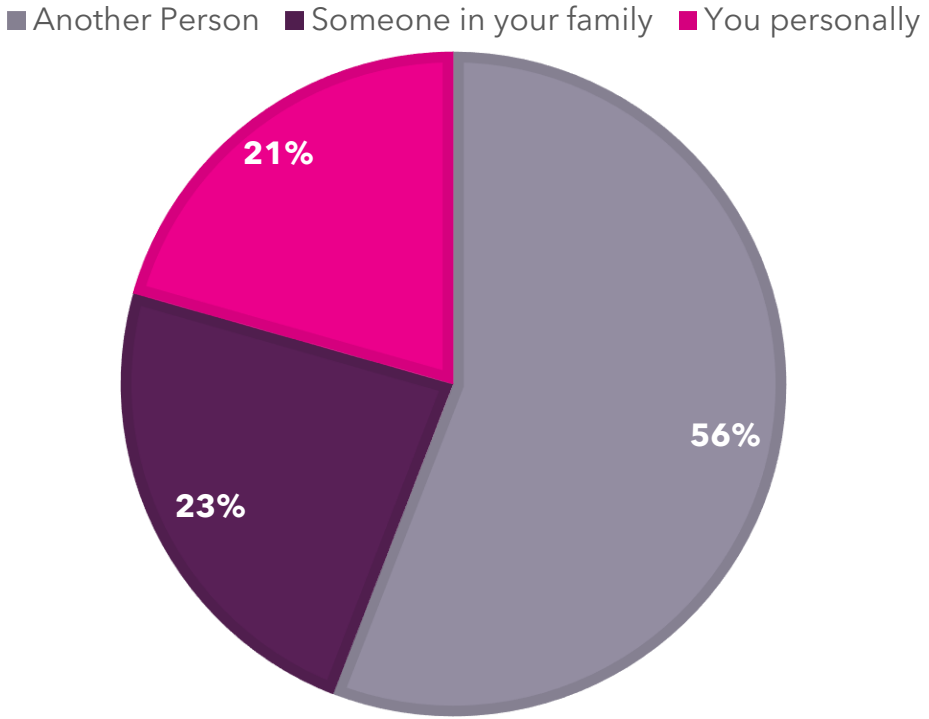
# How do residents' priorities and satisfaction with quality of services align?




**Services receiving quality ratings of excellent or good by 81% or more of respondents were considered of "higher quality" and those with ratings lower than 81% were considered to be of "lower quality." Services were classified as "more important" if they were rated as essential or very important by 78% or more of respondents. Services were rated as "less important" if they received a rating of less than 78%. This classification uses the median ratings for quality and importance to divide the services in half.**

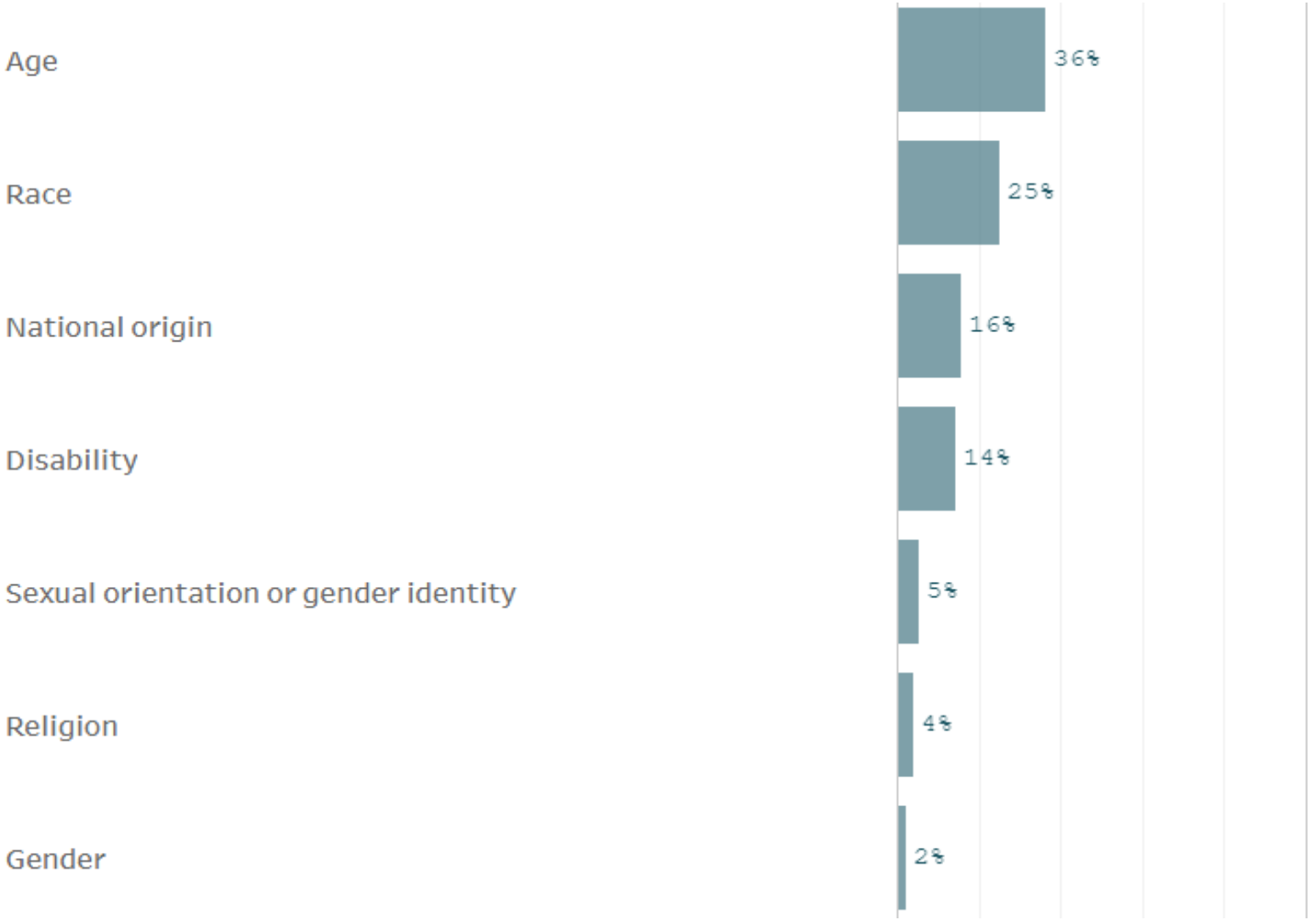
# CUSTOM QUESTIONS

In the last year, how often, if at all, did you worry about you, someone in your family or any other person of your same race, ethnicity or nationality experiencing unfair treatment because of your race, ethnicity, or color?



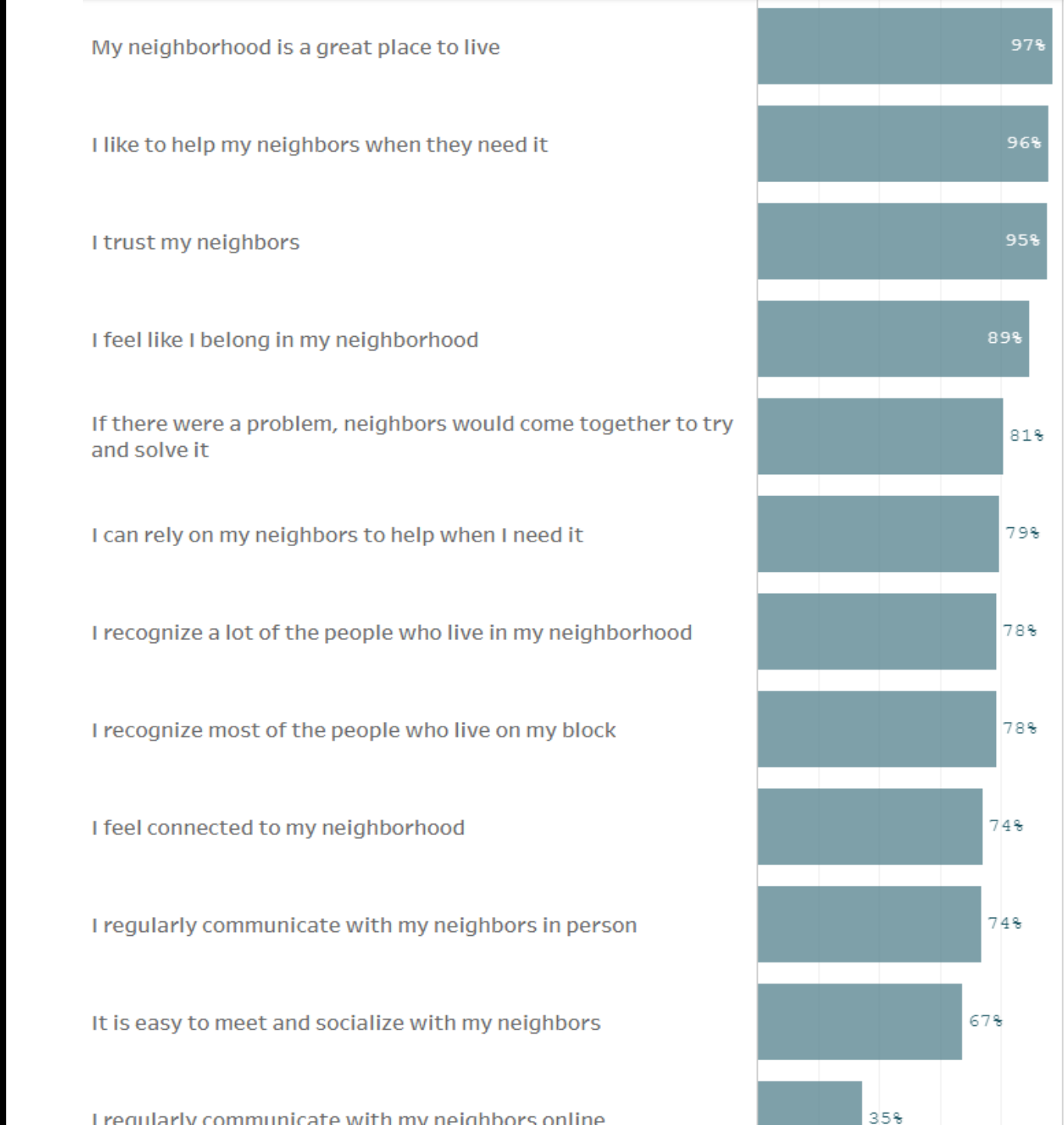
# CUSTOM QUESTIONS

Please indicate whether or not you currently perceive barriers to living in Needham based on each of the following.



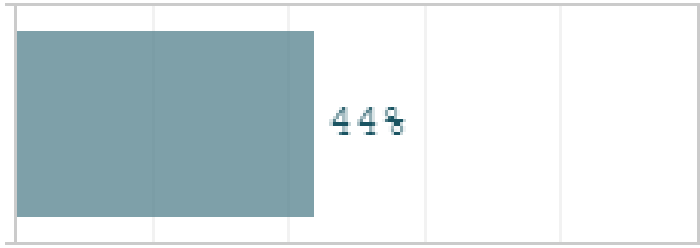
# CUSTOM QUESTIONS

How strongly do you agree or disagree with the following statements about your neighborhood?



# CUSTOM QUESTIONS

Q: How familiar are you with the Town's efforts to make people of all races feel welcome?



# TRENDS OVER TIME

## Key Trends Comparison 2008 - 2022

| Characteristic | 2008 Rating | 2022 Rating | % Change |
|---|---|---|---|
| Needham as a place to live | 96% | 95% | -1% |
| Needham as a place to work | 72% | 81% | 13% |
| Overall quality of life | 91% | 92% | 1% |
| Quality of services | 85% | 82% | -4% |
| Overall feeling of safety* | 97% | 98% | 1% |
| Overall quality of business & service establishments | 63% | 80% | 27% |
| Availability of quality affordable housing | 17% | 22% | 29% |
| Openness and acceptance of the community toward people of diverse backgrounds | 69% | 66% | -4% |
| Overall image or reputation | 89% | 92% | 3% |

* Indicates data not collected before 2014
Margin of error = 4%

# THANK YOU

THE NCS™

THE NATIONAL COMMUNITY SURVEY™

# Needham, MA

## The National Community Survey

Report of Results
2022

**Report by:**

National Research Center
POWERED BY POLCO

Polco

**Visit us online!**
www.polco.us

## About The NCS™

The National Community Survey™ (The NCS™) report is about the "livability" of Needham. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The survey was developed by the experts from National Research Center at Polco.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents' opinions considering ten central facets of a community:

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Inclusivity and Engagement

The report provides the opinions of a representative sample of 630 residents of the Town of Needham collected from April 11th, 2022 to May 30th, 2022. The margin of error around any reported percentage is 4% for all respondents and the response rate for the 2022 survey was 23%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Needham.

### How the results are reported

For the most part, the percentages presented in the following tabs represent the "percent positive." Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey respondents may answer "don't know." The proportion of respondents giving this reply is shown in the full set of responses included in the tab "Complete data." However, these responses have been removed from the analyses presented in most of the tabs. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

### Comparisons to benchmarks

NRC's database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 600 communities whose residents evaluated the same kinds of topics on The National Community Survey. The comparison evaluations are from the most recent survey completed in each community in the last five years. NRC adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range. In each tab, Needham's results are noted as being "higher" than the benchmark, "lower" than the benchmark, or "similar" to the benchmark, meaning that the average rating given by Needham residents is statistically similar to or different (greater or lesser) than the benchmark. Being rated as "higher" or "lower" than the benchmark means that Needham's average rating for a particular item was more than 10 points different than the benchmark. If a rating was "much higher" or "much lower," then Needham's average rating was more than 20 points different when compared to the benchmark.

The survey was administered during the COVID-19 pandemic, a time of challenge for many local governments. While we provide comparisons to national benchmarks, it is important to note that much of the benchmark data was collected prior to the pandemic. This may impact how your Town's 2022 ratings compare to other communities' ratings from the past five years.

## Trends over time

Trend data for Needham represent important comparison data and should be examined for improvements or declines*. Deviations from stable trends over time represent opportunities for understanding how local policies, programs, or public information may have affected residents' opinions. Changes between survey years have been noted with an arrow and the percent difference. If the difference is greater than six percentage points between the 2018 and 2022 surveys, the change is statistically significant.

* In 2020, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

# Methods

## Selecting survey recipients

All households within the Town of Needham were eligible to participate in the survey. A list of all households within the zip codes serving Needham was purchased from Go-Dog Direct based on updated listings from the United States Postal Service. Since some of the zip codes that serve the Town of Needham households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of the Town of Needham boundaries were removed from the list of potential households to survey. Each address identified as being within town boundaries was further identified as being within one of the 10 precincts. From that list, addresses were randomly selected as survey recipients, with multi-family housing units (defined as those with a unit number) sampled at a rate of 5:3 compared to single family housing units.

An individual within each household was selected using the birthday method. The birthday method selects a person within the household by asking the "person whose birthday has most recently passed" to complete the questionnaire. The underlying assumption in this method is that day of birth has no relationship to the way people respond to surveys. This instruction was contained in the introduction of the survey.

## Conducting the survey

The 2,800 randomly selected households received mailings beginning on April 11th, 2022 and the survey remained open for 7 weeks. The first mailing was a postcard inviting the household to participate in the survey. The next mailing contained a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. The cover letter asked those who had not completed the survey to do so and those who had already done so to refrain from completing the survey again. All mailings included a web link to give residents the opportunity to respond to the survey online.

About 3% of the 2,800 mailed invitations or surveys were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 2,706 households that received the invitations to participate, 630 completed the survey, providing an overall response rate of 23%. The response rate was calculated using AAPOR's response rate #2* for mailed surveys of unnamed persons.

It is customary to describe the precision of estimates made from surveys by a "level of confidence" and accompanying "confidence interval" (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval can be any size and quantifies the sampling error or imprecision of the survey results because some residents' opinions are relied on to estimate all residents' opinions. The margin of error for the Town of Needham survey is no greater than plus or minus four percentage points around any given percent reported for all respondents (630 completed surveys).

In addition to the randomly selected "probability sample" of households, a link to an online open participation survey was publicized by the Town of Needham. The open participation survey was identical to the probability sample survey with two small updates; it included a map at the beginning asking where the respondent lives and a question about where they heard about the survey. The open participation survey was open to all town residents and became available on May 16th, 2022. The survey remained open for 2 weeks. The data presented in the following tabs exclude the open participation survey data, but a tab at the end provides the complete frequency of responses to questions by the open participation respondents.

## Analyzing the data

Responses from mailed surveys were entered into an electronic dataset using a "key and verify" method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The demographics of the survey respondents were compared to those found in the 2010 Census and 2019 American Community Survey estimates for adults in the Town of Needham. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.* The results of the weighting scheme for the probability sample are presented in the following table.

NRC aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (e.g., age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

| | | Unweighted | Weighted | Target* |
|---|---|---|---|---|
| Age | 18-34 | 3% | 13% | 17% |
| | 35-54 | 30% | 40% | 38% |
| | 55+ | 67% | 47% | 44% |
| Area | A | 7% | 11% | 10% |
| | B | 10% | 11% | 11% |
| | C | 9% | 9% | 8% |
| | D | 8% | 11% | 10% |
| | E | 12% | 8% | 9% |
| | F | 15% | 7% | 10% |
| | G | 12% | 9% | 9% |
| | H | 10% | 11% | 10% |
| | I | 9% | 9% | 9% |
| | J | 8% | 15% | 14% |
| Hispanic origin | No, not Spanish, Hispanic, or Latino | 97% | 98% | 97% |
| | Spanish, Hispanic, or Latino | 3% | 2% | 3% |
| Housing tenure | Own | 88% | 84% | 84% |
| | Rent | 12% | 16% | 16% |
| Housing type | Attached | 20% | 24% | 24% |
| | Detached | 80% | 76% | 76% |
| Race & Hispanic origin | Not white alone | 16% | 15% | 15% |
| | White alone, not Hispanic or Latino | 84% | 85% | 85% |
| Sex | Female | 52% | 51% | 53% |
| | Male | 48% | 49% | 47% |
| Sex/age | Female 18-34 | 1% | 5% | 10% |
| | Female 35-54 | 14% | 20% | 19% |
| | Female 55+ | 37% | 26% | 24% |
| | Male 18-34 | 2% | 8% | 7% |
| | Male 35-54 | 16% | 20% | 19% |
| | Male 55+ | 30% | 21% | 20% |

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python and Tableau. For the most part, the percentages presented in the reports represent the "percent positive." The percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, essential/very important, etc.), or, in the case of resident behaviors/participation, the percent positive represents the proportion of respondents indicating "yes" or participating in an activity at least once a month.

On many of the questions in the survey respondents may answer "don't know." The proportion of respondents giving this reply is shown in the full set of responses included in the tab "Complete data". However, these responses have been removed from the analyses presented in the reports. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

## Contact

The Town of Needham funded this research. Please contact Cyndi Roy Gonzalez of the Town of Needham at croygonzalez@needhamma.gov if you have any questions about the survey.

## Survey Validity

See the Polco Knowledge Base article on survey validity at https://info.polco.us/knowledge/statistical-vali

* See AAPOR's Standard Definitions for more information at https://www.aapor.org/Publications-Media/AAPOR-Journals/Standard-Definitions.aspx
* Pasek, J. (2010). ANES Weighting Algorithm. Retrieved from https://web.stanford.edu/group/iriss/cgi-bin/anesrake/resources/RakingDescription.pdf
* Targets come from the 2010 Census and 2019 American Community Survey

# Highlights

## Needham's economy is strong but poses challenges to community affordability.

Results relating to the economy in Needham tended to be positive and stable from the previous survey iteration, which is worth noting due to the economic challenges and impacts felt nationwide from the COVID-19 pandemic. At least 9 in 10 residents gave high marks to the overall economic health of the town. Evaluations of Needham as a place to work remained strong, with favorable ratings from at least 8 in 10 community members. Both of these exceeded ratings given in benchmark comparison communities. A similar proportion was pleased with the community's overall quality of business and service establishments (80%), on par with national averages and a significant increase over Needham's previous survey. About 70% of residents gave positive reviews to the town's economic development and Needham as a place to visit, and more than half approved of the variety of business and service establishments, vibrancy of the downtown/commercial area, and employment opportunities.

While ratings in this facet were largely positive, overall affordability may be a growing concern for residents. Cost of living received slightly less favorable reviews this year (20% excellent or good in 2022, compared to 26% in 2018), which fell below the national averages. Fewer than 2 in 10 participants gave positive marks to availability of affordable quality housing, also lower than the national benchmark. In addition, only 14% of residents anticipated that the economy would have a positive impact on their family income over the next 6 months, a steep decline from 2018 (35%).

## Inclusivity is both a strength and opportunity for continued growth in Needham.

When asked about inclusivity in Needham, three-quarters of survey participants gave favorable scores to the quality of residents' connection and engagement with their community, which was higher than the national benchmark. At least 9 in 10 positively reviewed Needham as a place to raise children, while about 8 in 10 gave good marks to the sense of community, sense of civic/community pride, and neighborliness of residents. All of these surpassed national averages. Needham received positive evaluations for making all residents feel welcome (81% excellent or good), valuing/respecting residents from diverse backgrounds (68%), and taking care of vulnerable residents (66%), on par with benchmark comparisons. In a custom question unique to Needham's survey, nearly all respondents somewhat or strongly agreed that their neighborhood is a great place to live, they trust their neighbors, and they like to help their neighbors when they need it.

Also included on the survey were three questions unique to Needham on the topic of community inclusion. About 4 in 10 felt residents very or somewhat familiar with the Town's efforts to make people of all races feel welcome. At least one-third of respondents perceived barriers to living in Needham based on age, and one-quarter felt the same regarding race. Slightly fewer residents identified potential barriers related to disability and national origin, and less than 10% of respondents perceived barriers based on gender, religion, sexual orientation, or gender identity. Additionally, nearly 20% of respondents reported that in the past year, they had worried at least some of the time about another person of their same race, ethnicity, or nationality experiencing unfair treatment because of their race, ethnicity, or color. Fewer than 10% felt the same concerns about themselves or their family members experiencing unfair treatment.

## The majority of residents perceive the Town of Needham as a safe place to live.

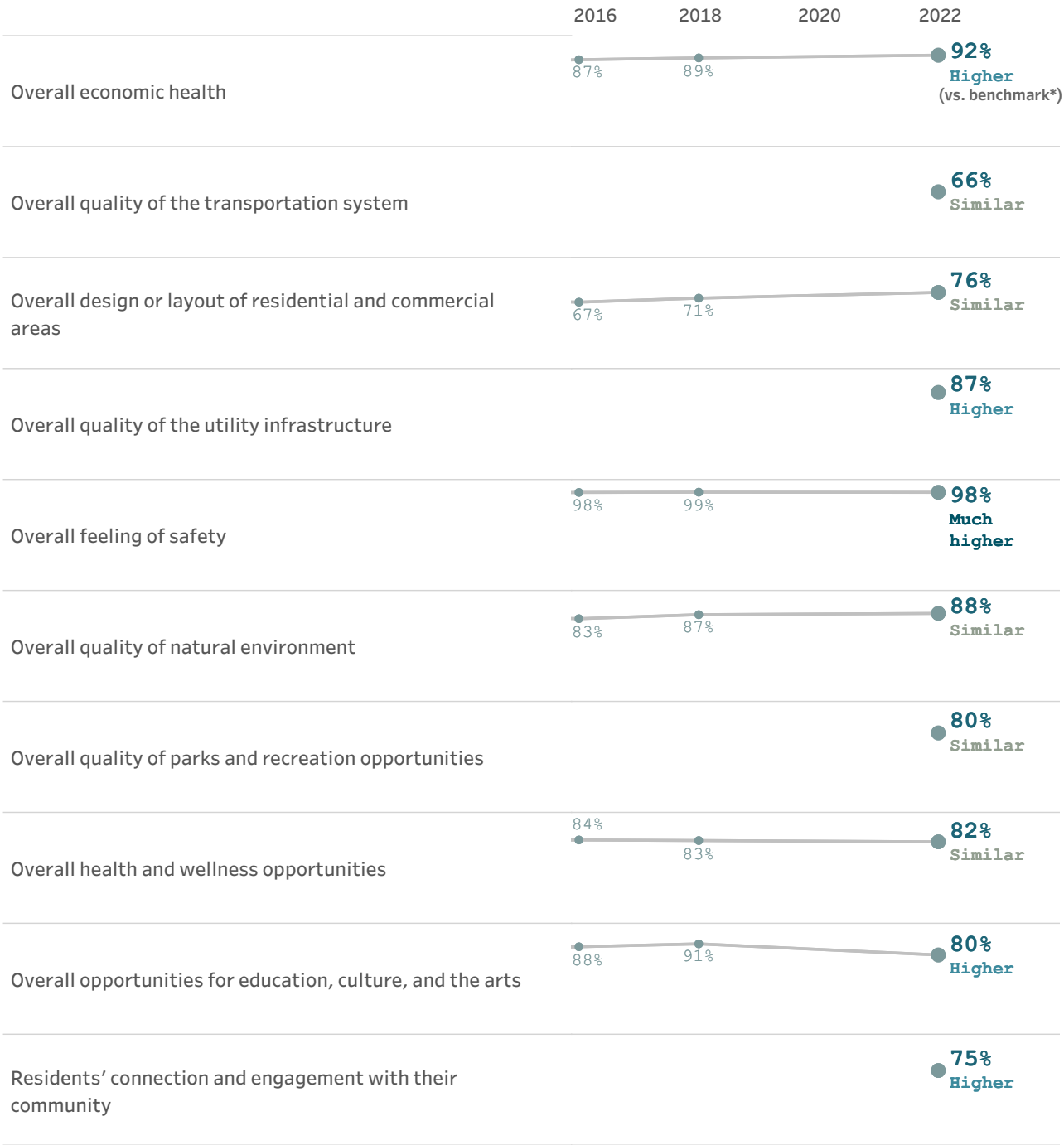
Nearly all respondents (98%) praised the overall feeling of safety in Needham, much higher than in benchmark comparison communities across the country. A similarly high proportion felt safe from property crime (98%) and from violent crime (99%), and residents also gave overwhelmingly positive ratings to the feeling of safety in Needham's downtown/commercial area during the day (99%), all of which were higher than the national average. Many safety services in the Town received favorable reviews from at least 9 in 10 survey participants, including police/sheriff services, crime prevention, fire services, fire prevention and education, and ambulance or emergency medical services. More than three-quarters of residents applauded emergency preparedness and animal control.

## Facets of livability

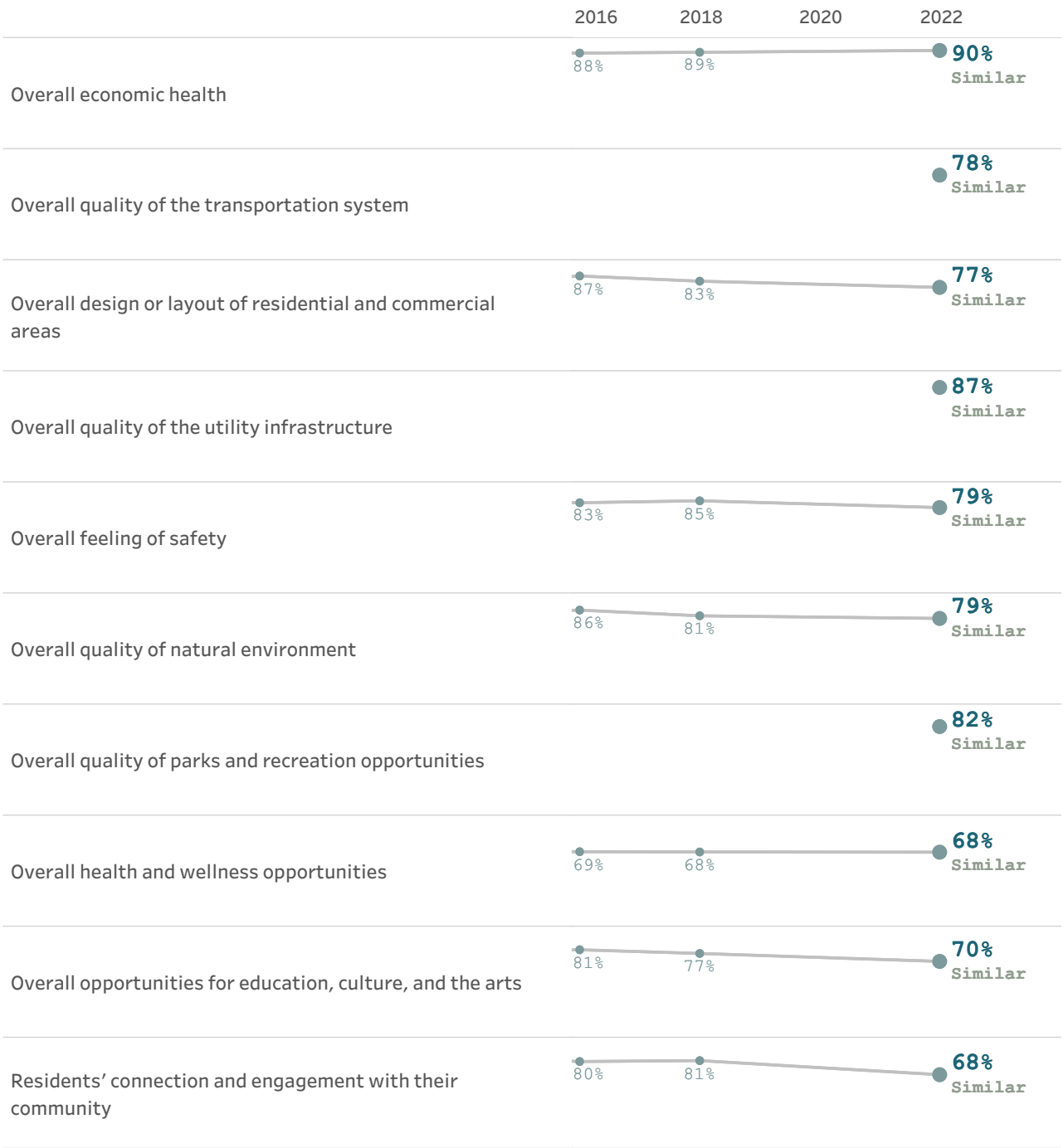
Resident perceptions of quality and importance for each of the facets of community livability provide an overview of community strengths and challenges that are useful for planning, budgeting and performance evaluation.

The charts below show the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local ratings were lower, similar, or higher than communities across the country (the national benchmark).

**Please rate each of the following characteristics as they relate to Needham as a whole.**
**(% excellent or good)**



**Please rate how important, if at all, you think it is for the Needham community to focus on each of the following in the coming two years.**
**(% essential or very important)**




* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

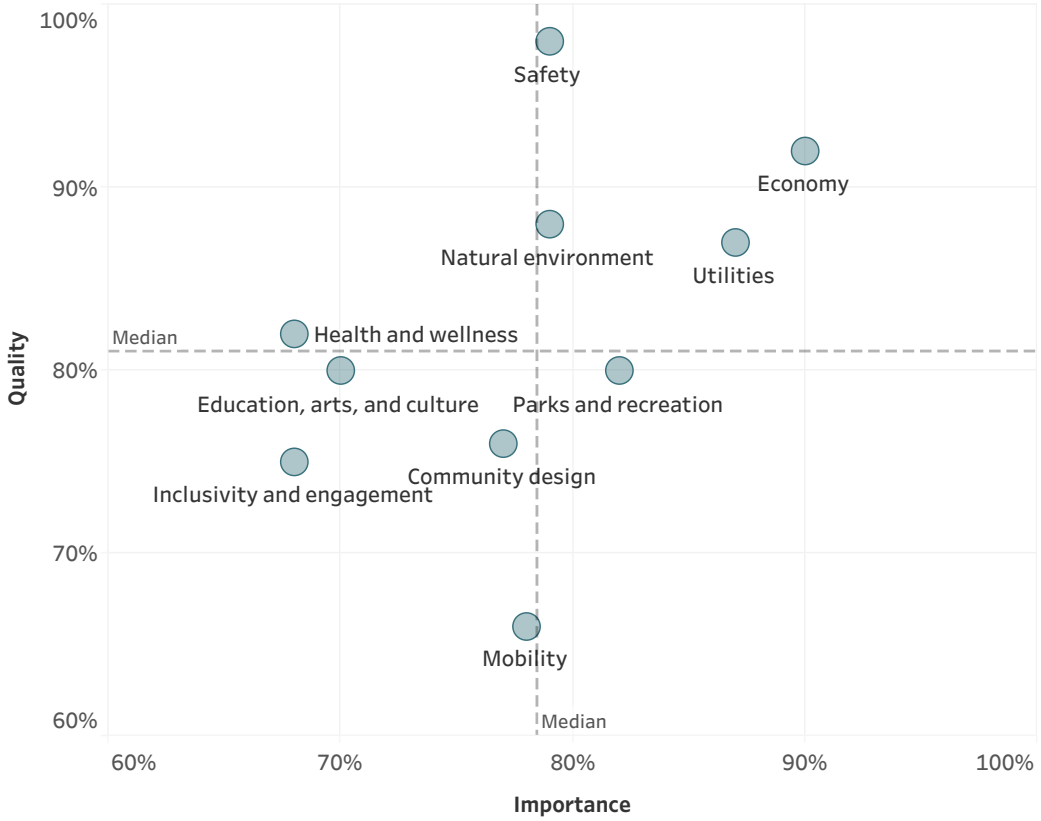
## Balancing performance and importance

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

To help guide Town staff and officials with decisions on future resource allocation, resident ratings of the importance of services were compared to their ratings of the quality of these services. To identify the services perceived by residents to have relatively lower quality at the same time as relatively higher importance, all services were ranked from highest perceived quality to lowest perceived quality and from highest perceived importance to lowest perceived importance. Some services were in the top half of both lists (higher quality and higher importance); some were in the top half of one list but the bottom half of the other (higher quality and lower importance or lower quality and higher importance); and some services were in the bottom half of both lists.

Services receiving quality ratings of excellent or good by 81% or more of respondents were considered of "higher quality" and those with ratings lower than 81% were considered to be of "lower quality." Services were classified as "more important" if they were rated as essential or very important by 78% or more of respondents. Services were rated as "less important" if they received a rating of less than 78%. This classification uses the median ratings for quality and importance to divide the services in half.

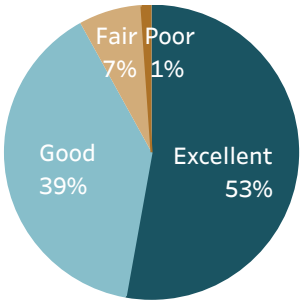
The quadrants in the figure below show which community facets were given higher or lower importance ratings (right-left) and which had higher or lower quality ratings (up-down). Facets of livability falling closer to a diagonal line from the lower left to the upper right are those where performance ratings are more commensurate with resident priorities. Facets scoring  closest to the lower right hand corner of the matrix ( higher in importance and lower in quality) are those that may warrant further investigation to see if changes to their delivery are necessary to improve their performance. This is the key part of this chart on which to focus. Facets falling in the top left hand corner of the chart (lower in importance but higher in quality) are areas where performance may outscore resident priorities, and may be a consideration for lower resource allocation.



## Quality of life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

**The overall quality of life in Needham, 2022**




**Please rate each of the following aspects of quality of life in Needham.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 | |
|---|---|---|---|---|---|
| Needham as a place to live | 98% | 98% | | 95% | **Higher** vs. benchmark* |
| The overall quality of life | 94% | 94% | | 92% | **Higher** |

**Please indicate how likely or unlikely you are to do each of the following.**
**(% very or somewhat likely)**

| | 2016 | 2018 | 2020 | 2022 | |
|---|---|---|---|---|---|
| Recommend living in Needham to someone who asks | 96% | 95% | | 93% | **Similar** |
| Remain in Needham for the next five years | 91% | 88% | | 91% | **Similar** |

**Please rate each of the following in the Needham community.**
**(% excellent or good)**

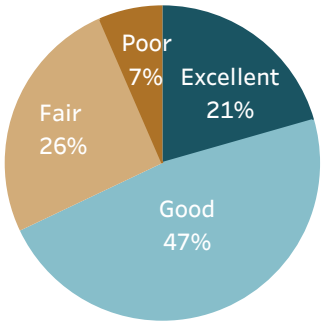
| | 2016 | 2018 | 2020 | 2022 | |
|---|---|---|---|---|---|
| Overall image or reputation | 95% | 94% | | 92% | **Higher** |

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Governance

Strong local governments produce results that meet the needs of residents while making the best use of available resources, and are responsive to the present and future needs of the community as a whole.

**Overall confidence in Needham government, 2022**

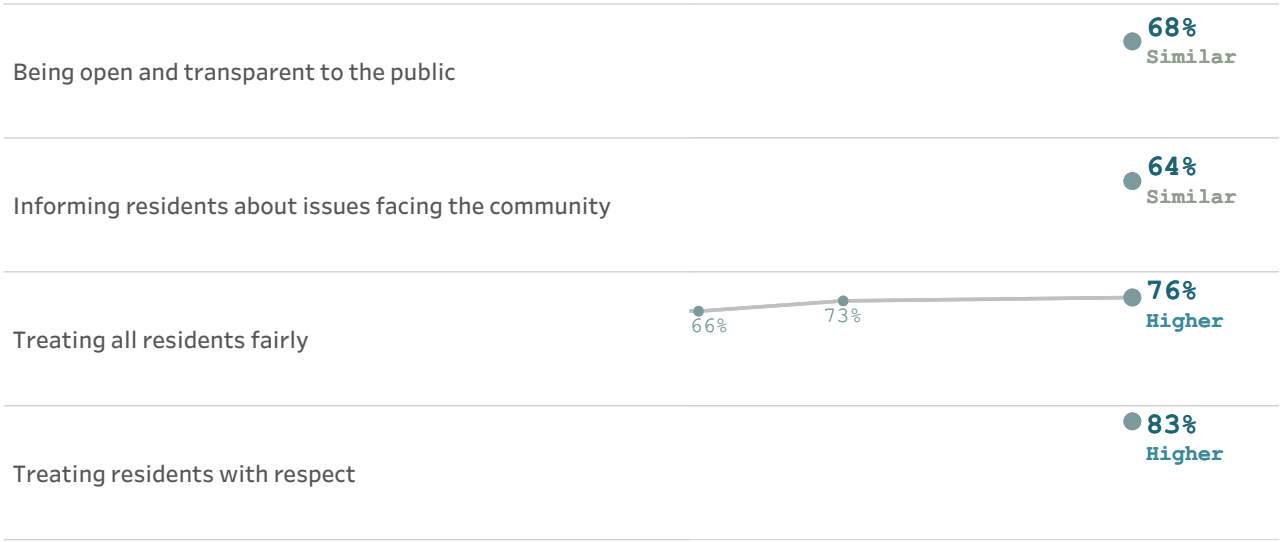



**Please rate the quality of each of the following services in Needham.**
**(% excellent or good)**

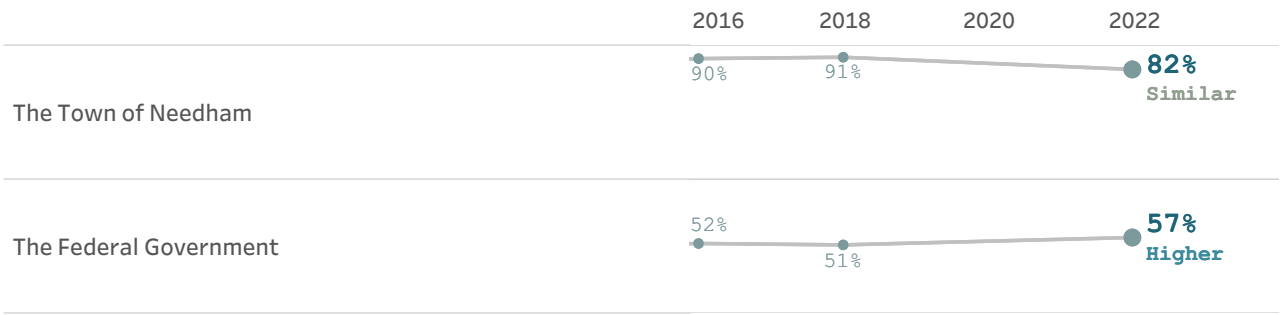
| | 2016 | 2018 | 2020 | 2022 | |
|---|---|---|---|---|---|
| Overall customer service by Needham employees | 89% | 86% | | 93% | **Higher** vs. benchmark* |
| Public information services | 82% | 83% | | 73% | **Similar** |

**Please rate the following categories of Needham government performance.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 | |
|---|---|---|---|---|---|
| The value of services for the taxes paid to Needham | 65% | 66% | | 65% | **Similar** |
| The overall direction that Needham is taking | 62% | 70% | | 66% | **Similar** |
| The job Needham government does at welcoming resident involvement | 57% | 66% | | 66% | **Higher** |
| Overall confidence in Needham government | 65% | 68% | | 68% | **Higher** |
| Generally acting in the best interest of the community | 68% | 73% | | 71% | **Higher** |
| Being honest | 72% | 73% | | 74% | **Higher** |




**Overall, how would you rate the quality of the services provided by each of the following?**
**(% excellent or good)**

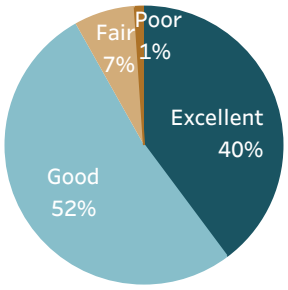



* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

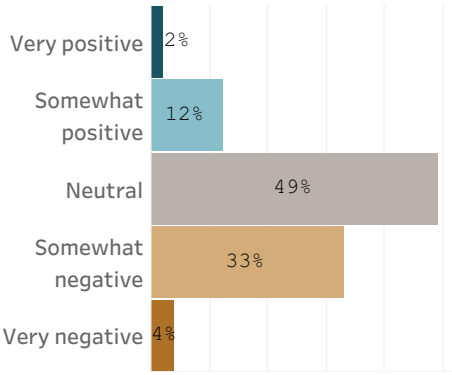
## Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

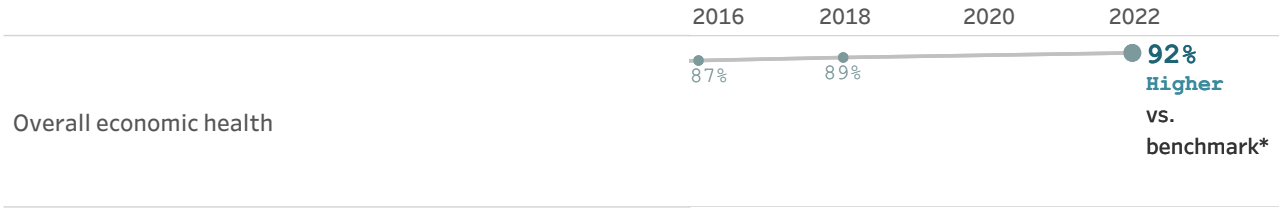
**Overall economic health of Needham, 2022**



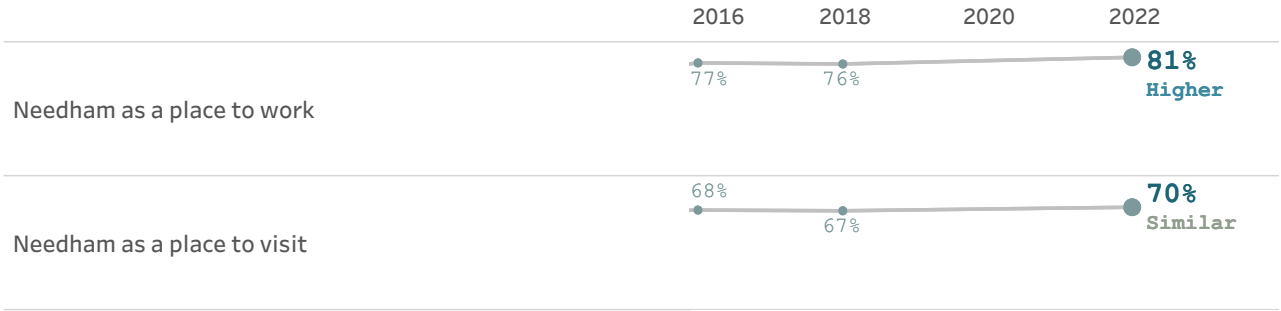

**What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:**



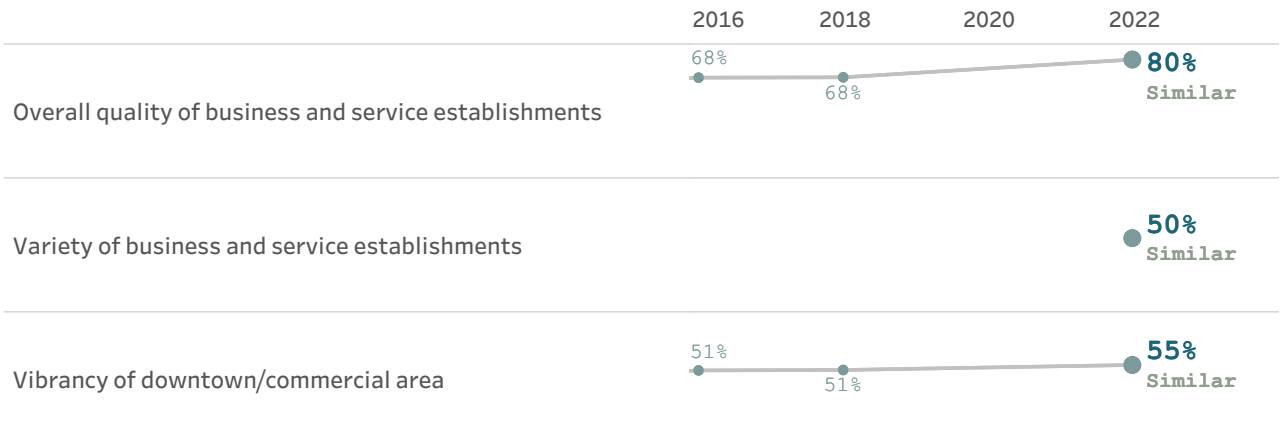

**Please rate each of the following characteristics as they relate to Needham as a whole.**
**(% excellent or good)**



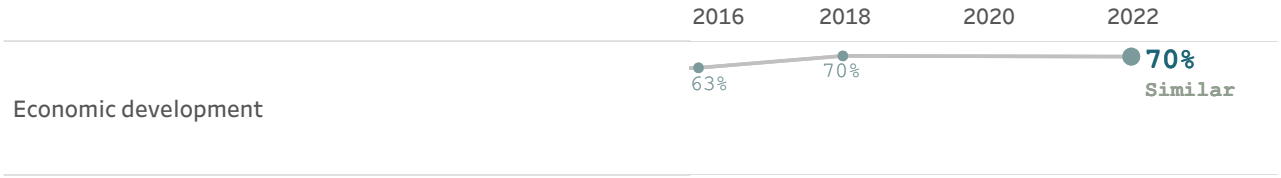

**Please rate each of the following aspects of quality of life in Needham.**
**(% excellent or good)**




**Please rate each of the following in the Needham community.**
**(% excellent or good)**



**Please rate the quality of each of the following services in Needham.**
**(% excellent or good)**



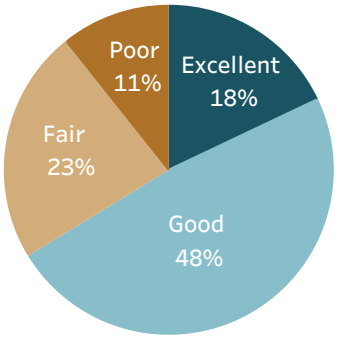

**What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:**
**(% very or somewhat positive)**

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Mobility

The ease with which residents can move about their communities, whether for commuting, leisure, or recreation, plays a major role in the quality of life for all who live, work, and play in the community.

**Overall quality of the transportation system in Needham, 2022**



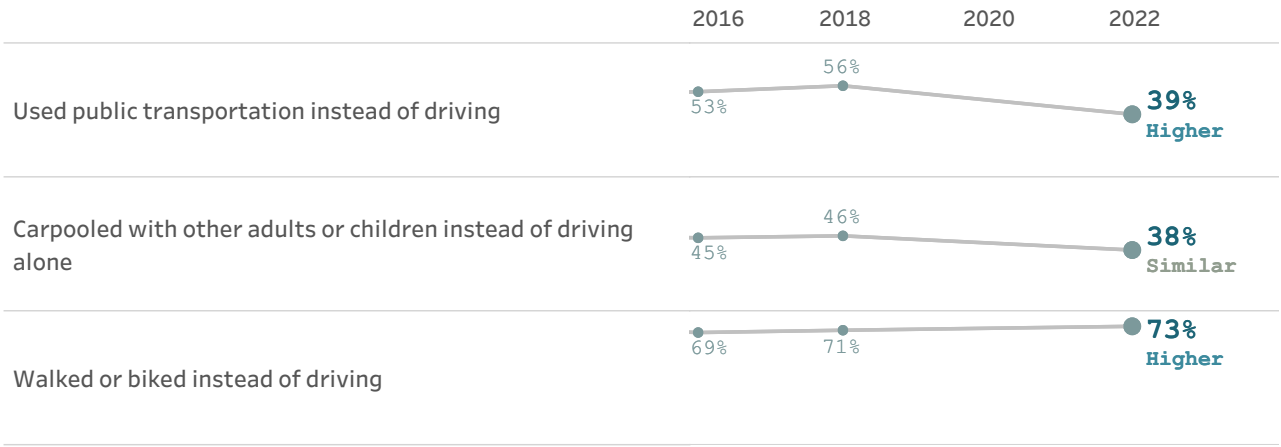

**Please rate each of the following characteristics as they relate to Needham as a whole.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 |
|---|---|---|---|---|
| Overall quality of the transportation system | | | | 66% Similar vs. benchmark* |

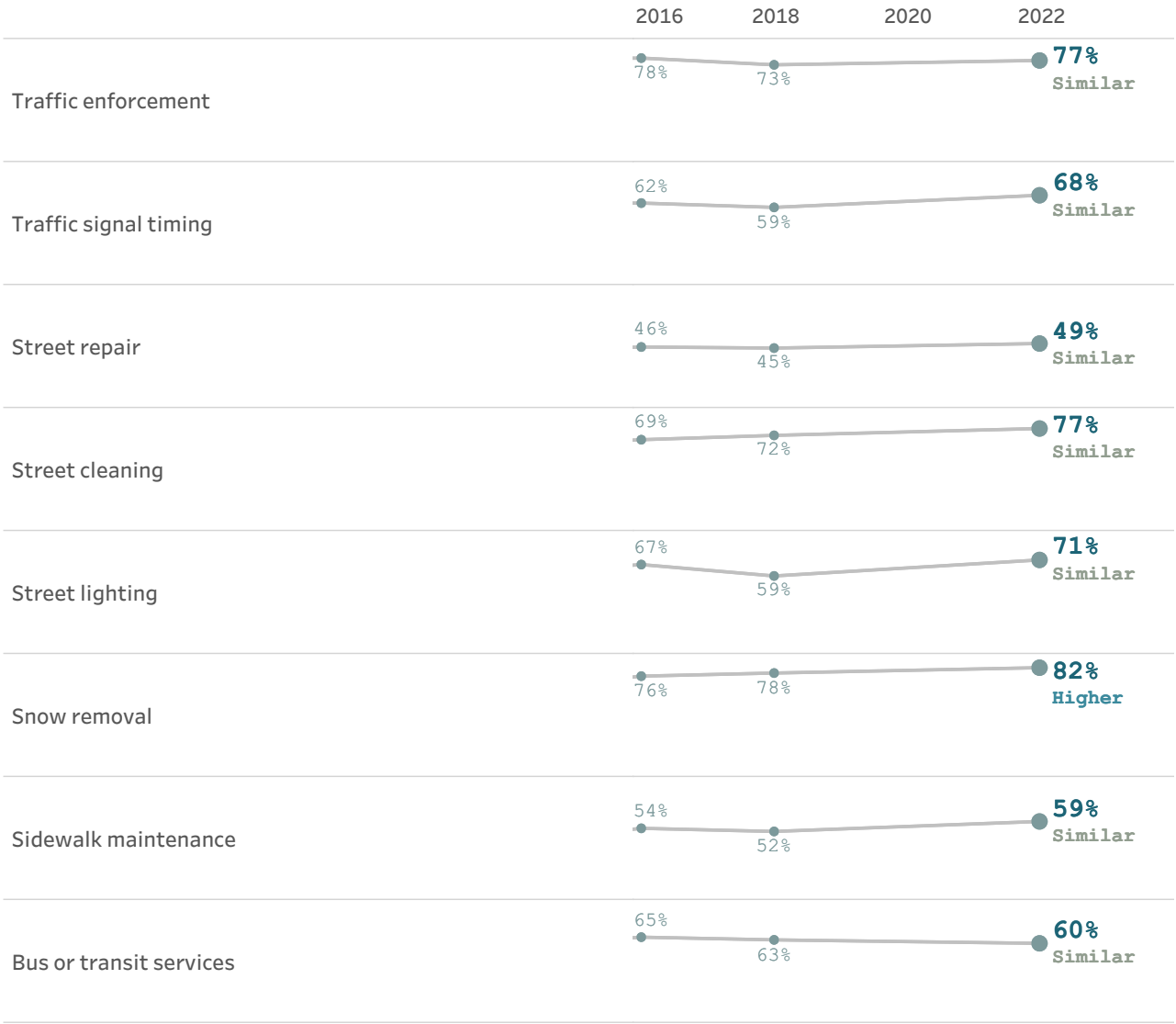
**Please also rate each of the following in the Needham community.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 |
|---|---|---|---|---|
| Traffic flow on major streets | 52% | 53% | | 69% Higher |
| Ease of public parking | 64% | 61% | | 77% Higher |
| Ease of travel by car | 76% | 76% | | 87% Higher |
| Ease of travel by public transportation | 54% | 55% | | 46% Similar |
| Ease of travel by bicycle | 55% | 54% | | 55% Similar |
| Ease of walking | 85% | 83% | | 85% Higher |

**Please indicate whether or not you have done each of the following in the last 12 months.**
**(% yes)**




**Please rate the quality of each of the following services in Needham.**
**(% excellent or good)**

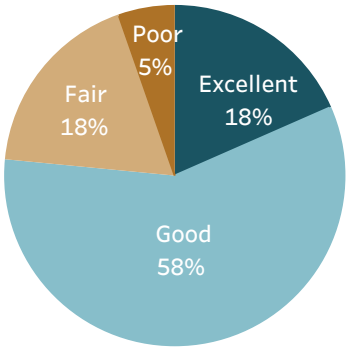



* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Community design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.

**Overall design or layout of Needham's residential and commercial areas, 2022**




**Please rate each of the following characteristics as they relate to Needham as a whole.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 |
|---|---|---|---|---|
| Overall design or layout of residential and commercial areas | 67% | 71% | | 76% Similar vs. benchmark* |

**Please rate each of the following aspects of quality of life in Needham.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 |
|---|---|---|---|---|
| Your neighborhood as a place to live | 93% | 93% | | 94% Higher |

**Please also rate each of the following in the Needham community.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 |
|---|---|---|---|---|
| Well-planned residential growth | | | | 52% Similar |
| Well-planned commercial growth | | | | 51% Similar |
| Well-designed neighborhoods | | | | 68% Similar |
| Preservation of the historical or cultural character of the community | | | | 67% Similar |

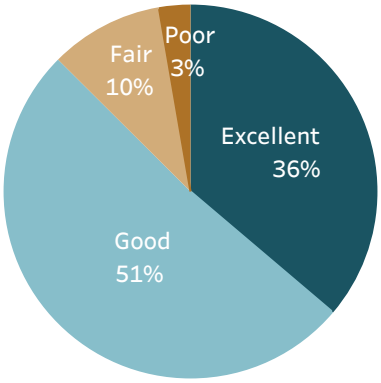
**Please rate the quality of each of the following services in Needham.**
**(% excellent or good)**

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Utilities

Services such as water, gas, electricity, and internet access play a vital role in ensuring the physical and economic health and well-being of the communities they serve.

**Overall quality of the utility infrastructure in Needham, 2022**




**Please rate each of the following characteristics as they relate to Needham as a whole.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 |
|---|---|---|---|---|
| Overall quality of the utility infrastructure | | | | 87% Higher vs. benchmark* |

**Please rate the quality of each of the following services in Needham.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 |
|---|---|---|---|---|
| Affordable high-speed internet access | | | | 77% Higher |
| Garbage collection | | | | 42% Much lower |
| Drinking water | 90% | 86% | | 86% Higher |
| Sewer services | 90% | 91% | | 91% Higher |
| Storm water management | 80% | 77% | | 87% Higher |
| Power (electric and/or gas) utility | | | | 89% Similar |

| | |
|---|---|
| Utility billing | 82% Similar |

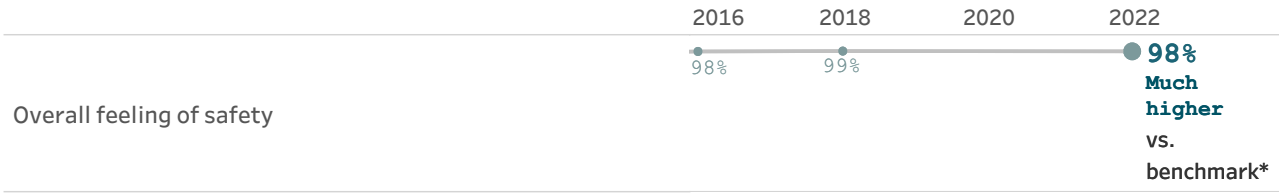
* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Safety

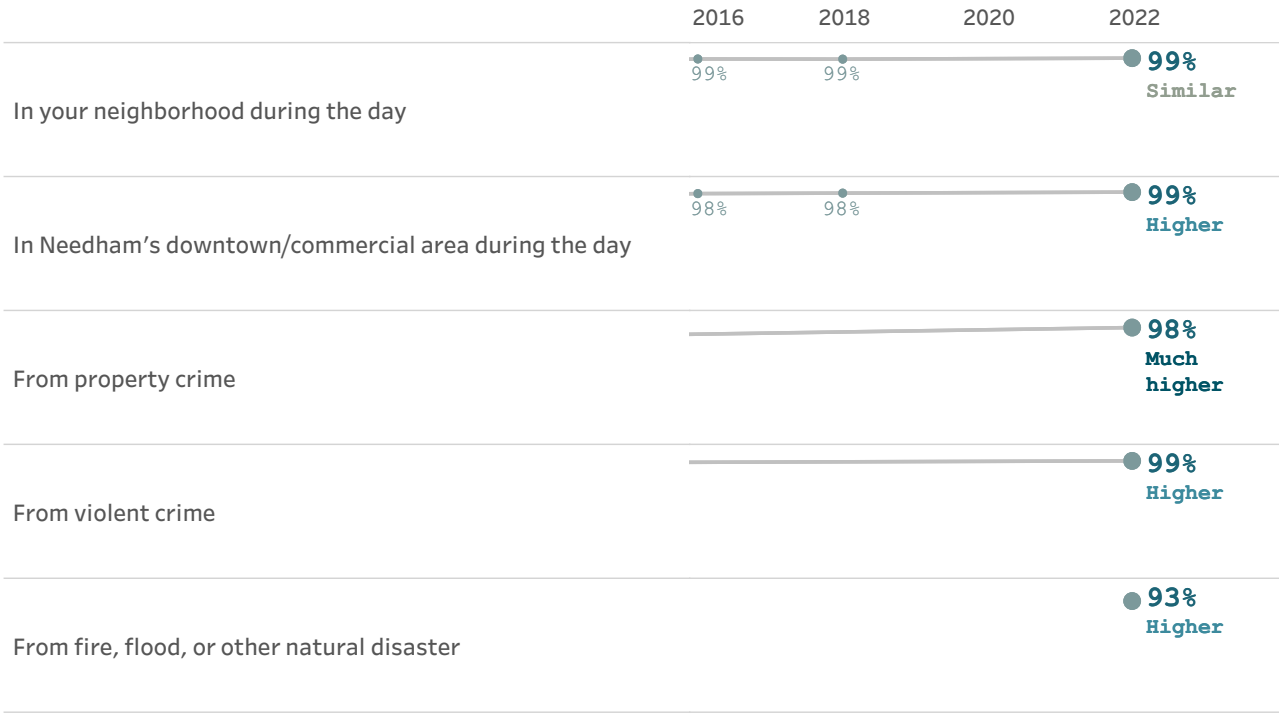
Public safety is often the most important task facing local governments. All residents should feel safe and secure in their neighborhoods and in the greater community, and providing robust safety-related services is essential to residents' quality of life.

**Overall feeling of safety in Needham, 2022**

**Please rate each of the following characteristics as they relate to Needham as a whole.**
**(% excellent or good)**




**Please rate how safe or unsafe you feel:**
**(% very or somewhat safe)**



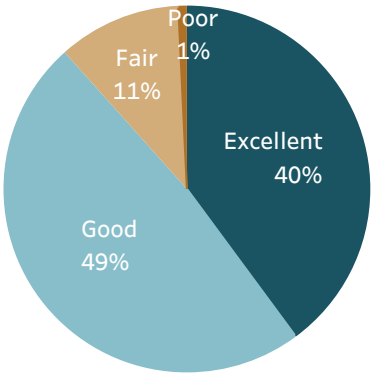
**Please rate the quality of each of the following services in Needham.**
**(% excellent or good)**

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Natural environment

The natural environment plays a vital role in the health and well-being of residents. The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life.

**Overall quality of natural environment in Needham, 2022**




**Please rate each of the following characteristics as they relate to Needham as a whole.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 | |
|---|---|---|---|---|---|
| Overall quality of natural environment | 83% | 87% | | 88% | Similar vs. benchmark* |

**Please also rate each of the following in the Needham community.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 | |
|---|---|---|---|---|---|
| Cleanliness | 91% | 90% | | 93% | Higher |
| Water resources | | | | 65% | Similar |
| Air quality | 91% | 93% | | 93% | Higher |

**Please rate the quality of each of the following services in Needham.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 | |
|---|---|---|---|---|---|
| Preservation of natural areas | 60% | 63% | | 69% | Similar |
| Needham open space | 60% | 62% | | 70% | Similar |

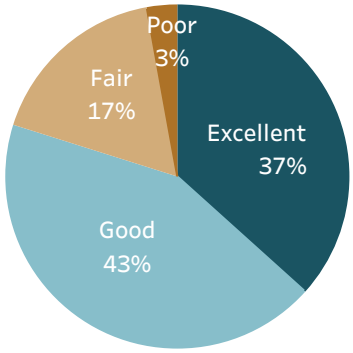
| | | | | |
|---|---|---|---|---|
| Recycling | 82% | 81% | 80% | Similar |

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

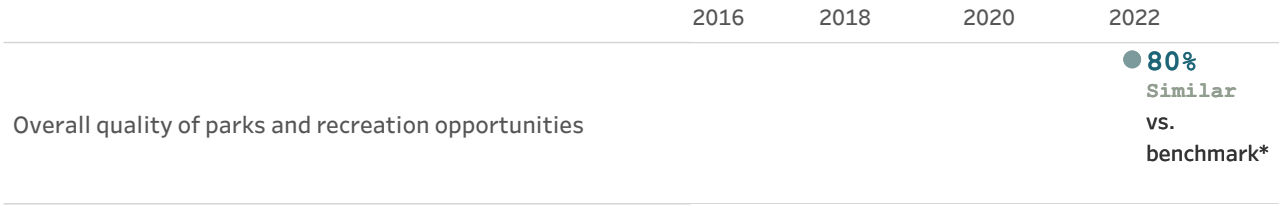
## Parks and recreation

"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."
- National Recreation and Park Association

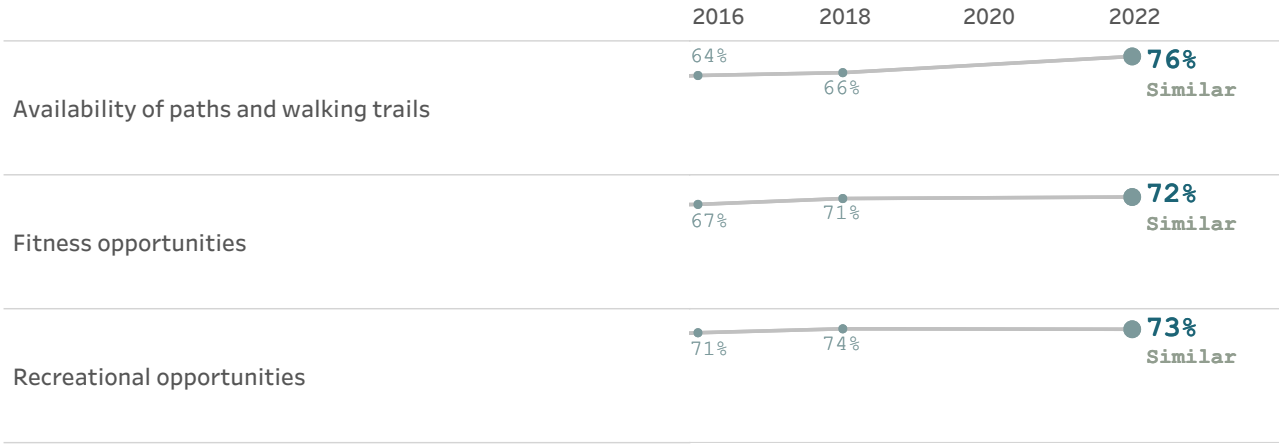
**Overall quality of parks and recreation opportunities, 2022**



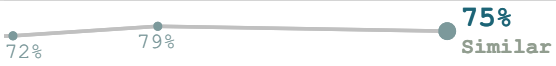

**Please rate each of the following characteristics as they relate to Needham as a whole.**
**(% excellent or good)**




**Please also rate each of the following in the Needham community.**
**(% excellent or good)**




**Please rate the quality of each of the following services in Needham.**
**(% excellent or good)**

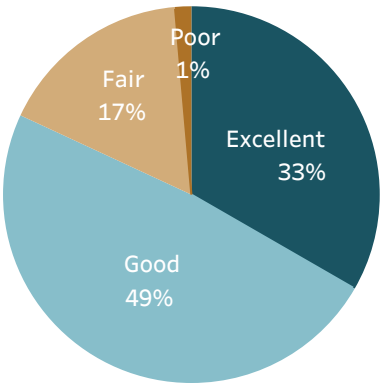
| | | | | |
|---|---|---|---|---|
| Recreation centers or facilities |   | | | |

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Health and wellness

The characteristics of and amenities available in the communities in which people live has a direct impact on the health and wellness of residents, and thus, on their quality of life overall.

**Overall health and wellness opportunities in Needham, 2022**




**Please rate each of the following characteristics as they relate to Needham as a whole.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 | |
|---|---|---|---|---|---|
| Overall health and wellness opportunities | 84% | 83% | | 82% | Similar vs. benchmark* |

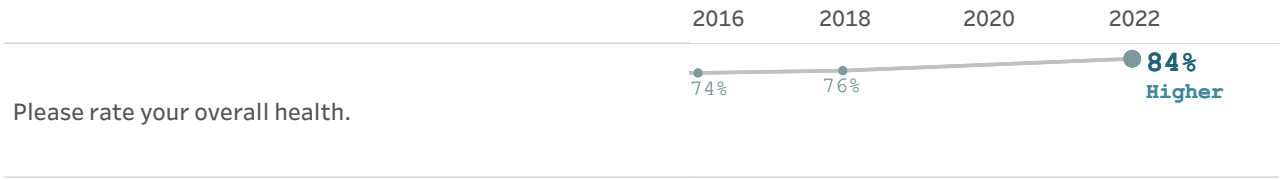
**Please also rate each of the following in the Needham community.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 | |
|---|---|---|---|---|---|
| Availability of affordable quality food | 73% | 67% | | 65% | Similar |
| Availability of affordable quality health care | 86% | 85% | | 78% | Higher |
| Availability of preventive health services | 85% | 88% | | 82% | Higher |
| Availability of affordable quality mental health care | 68% | 71% | | 55% | Higher |

**Please rate the quality of each of the following services in Needham.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 | |
|---|---|---|---|---|---|
| Health services | 88% | 91% | | 90% | Higher |

**Please rate your overall health.**
**(% excellent or very good)**

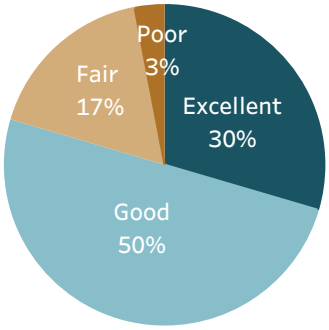



* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Education, arts, and culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

**Overall opportunities for education, culture and the arts, 2022**



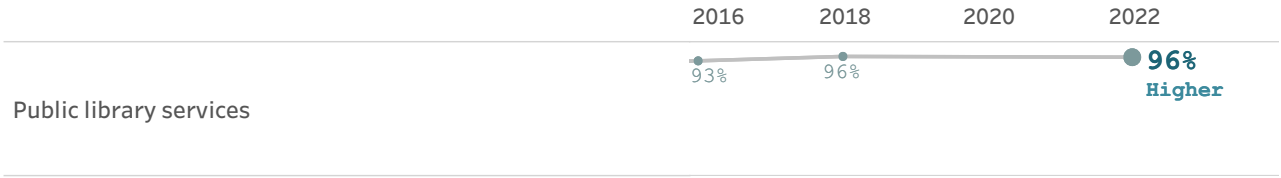

**Please rate each of the following characteristics as they relate to Needham as a whole.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 |
|---|---|---|---|---|
| Overall opportunities for education, culture, and the arts | 88% | 91% | | 80% Higher vs. benchmark* |

**Please also rate each of the following in the Needham community.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 |
|---|---|---|---|---|
| Opportunities to attend cultural/arts/music activities | 69% | 68% | | 57% Similar |
| Community support for the arts | | | | 68% Similar |
| Availability of affordable quality childcare/preschool | 63% | 66% | | 53% Similar |
| K-12 education | 93% | 96% | | 93% Much higher |
| Adult educational opportunities | 83% | 83% | | 86% Higher |
| Opportunities to attend special events and festivals | 78% | 81% | | 66% Similar |

**Please rate the quality of each of the following services in Needham.**
**(% excellent or good)**

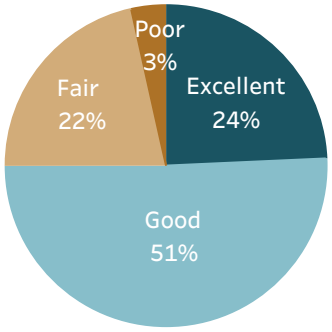



* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Inclusivity and engagement

Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged than those who do not.

**Residents' connection and engagement with their community, 2022**




**Please rate each of the following characteristics as they relate to Needham as a whole.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 |
|---|---|---|---|---|
| Residents' connection and engagement with their community | | | | 75% Higher vs. benchmark* |

**Please rate each of the following aspects of quality of life in Needham.**
**(% excellent or good)**

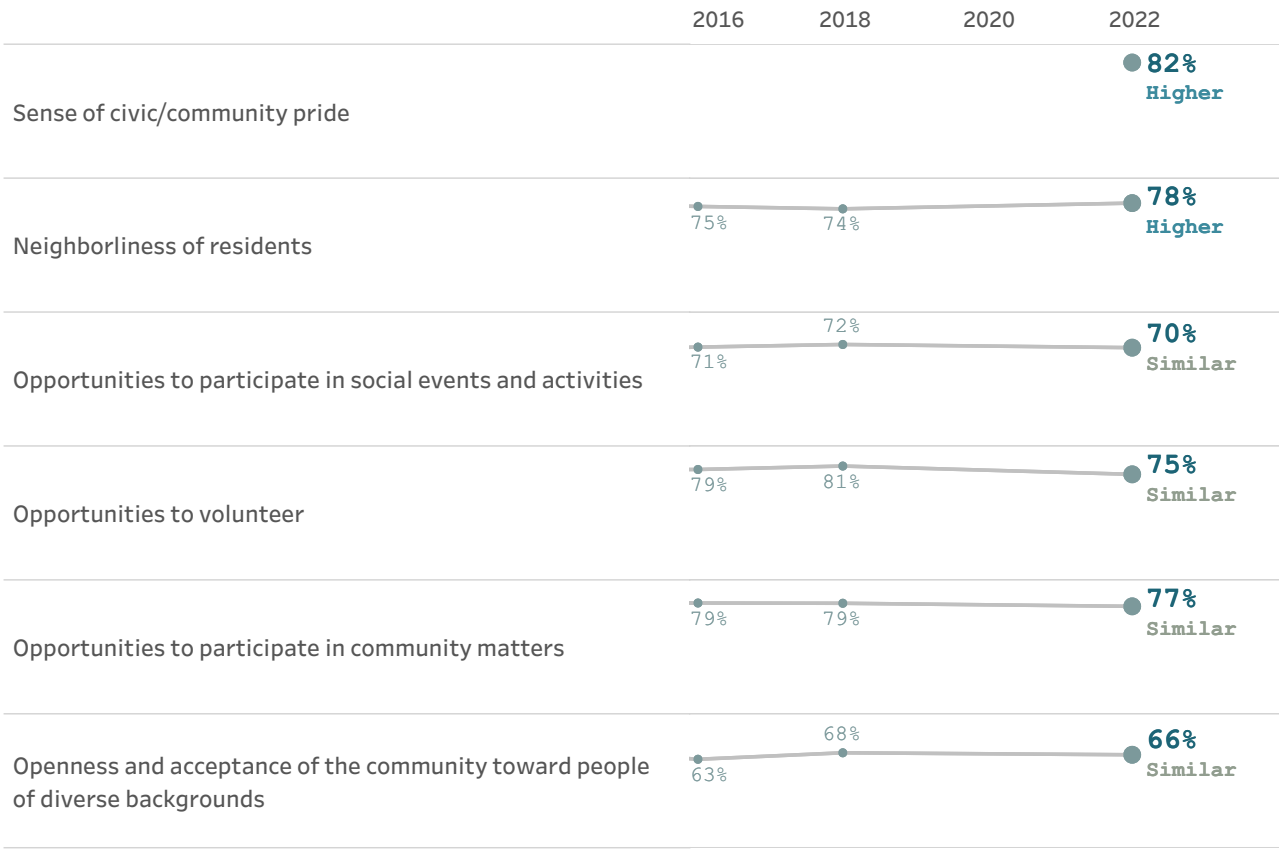
| | 2016 | 2018 | 2020 | 2022 |
|---|---|---|---|---|
| Needham as a place to raise children | 96% | 98% | | 96% Higher |
| Needham as a place to retire | 54% | 54% | | 54% Similar |
| Sense of community | 83% | 79% | | 80% Higher |

**Please rate the job you feel the Needham community does at each of the following.**
**(% excellent or good)**

| | 2016 | 2018 | 2020 | 2022 |
|---|---|---|---|---|
| Making all residents feel welcome | | | | 81% Similar |

| | |
|---|---|
| Attracting people from diverse backgrounds | 44% Similar |
| Valuing/respecting residents from diverse backgrounds | 68% Similar |
| Taking care of vulnerable residents | 66% Similar |

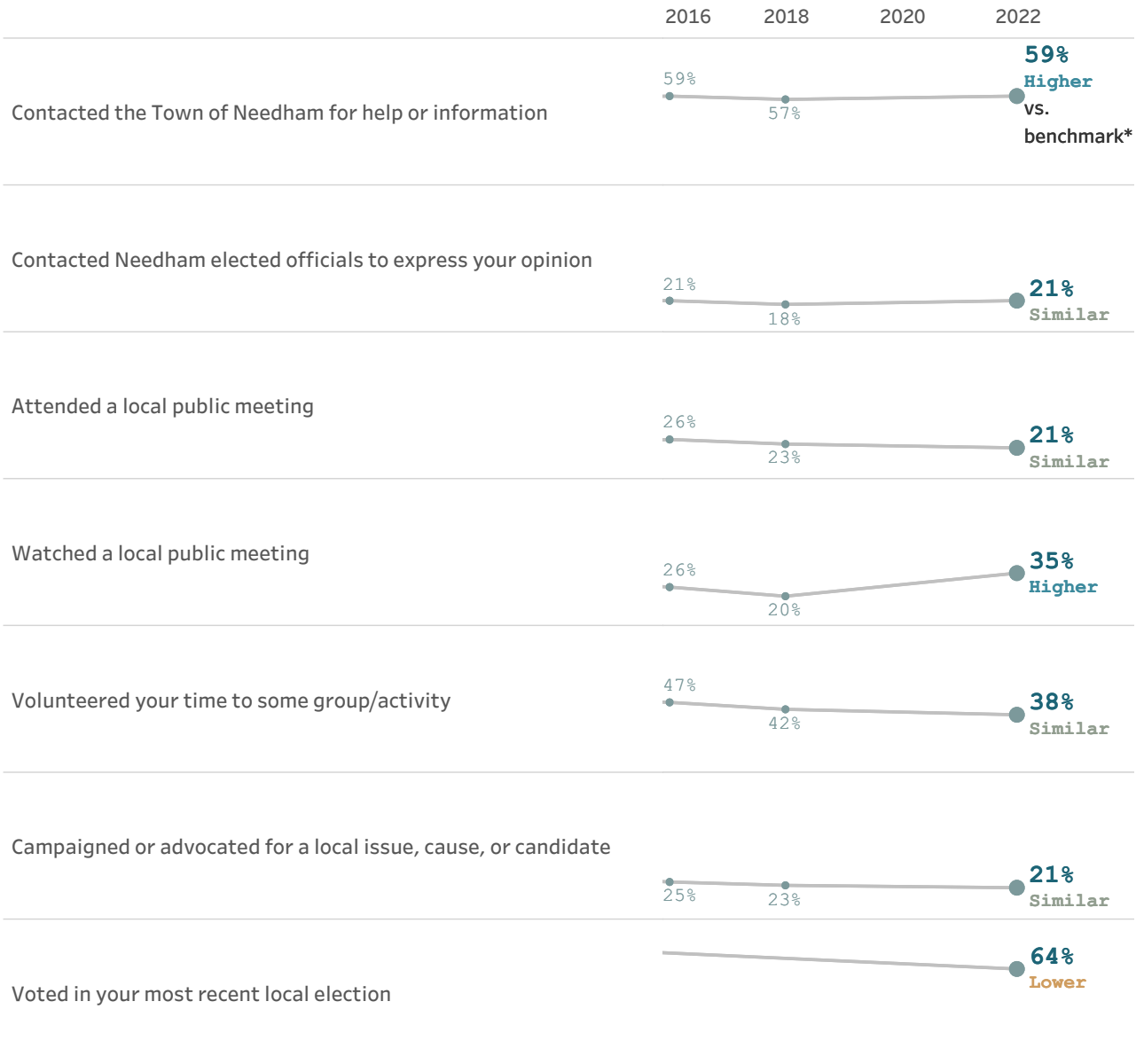
**Please also rate each of the following in the Needham community.**
**(% excellent or good)**



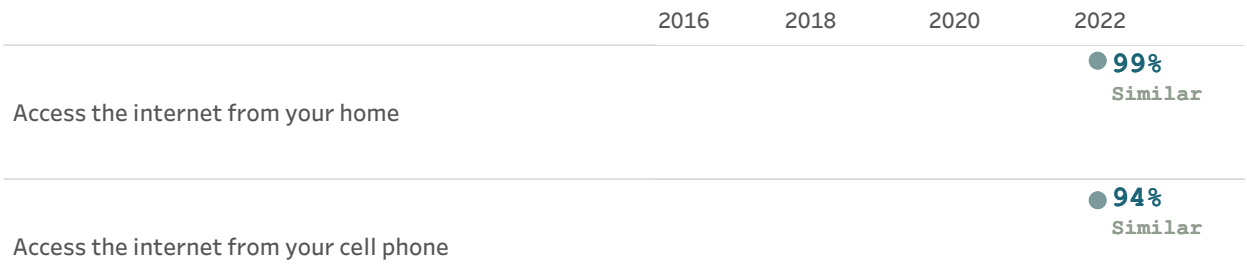

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Residents' participation levels

**Please indicate whether or not you have done each of the following in the last 12 months.**
**(% yes)**




**In general, how many times do you:**
**(% a few times a week or more)**

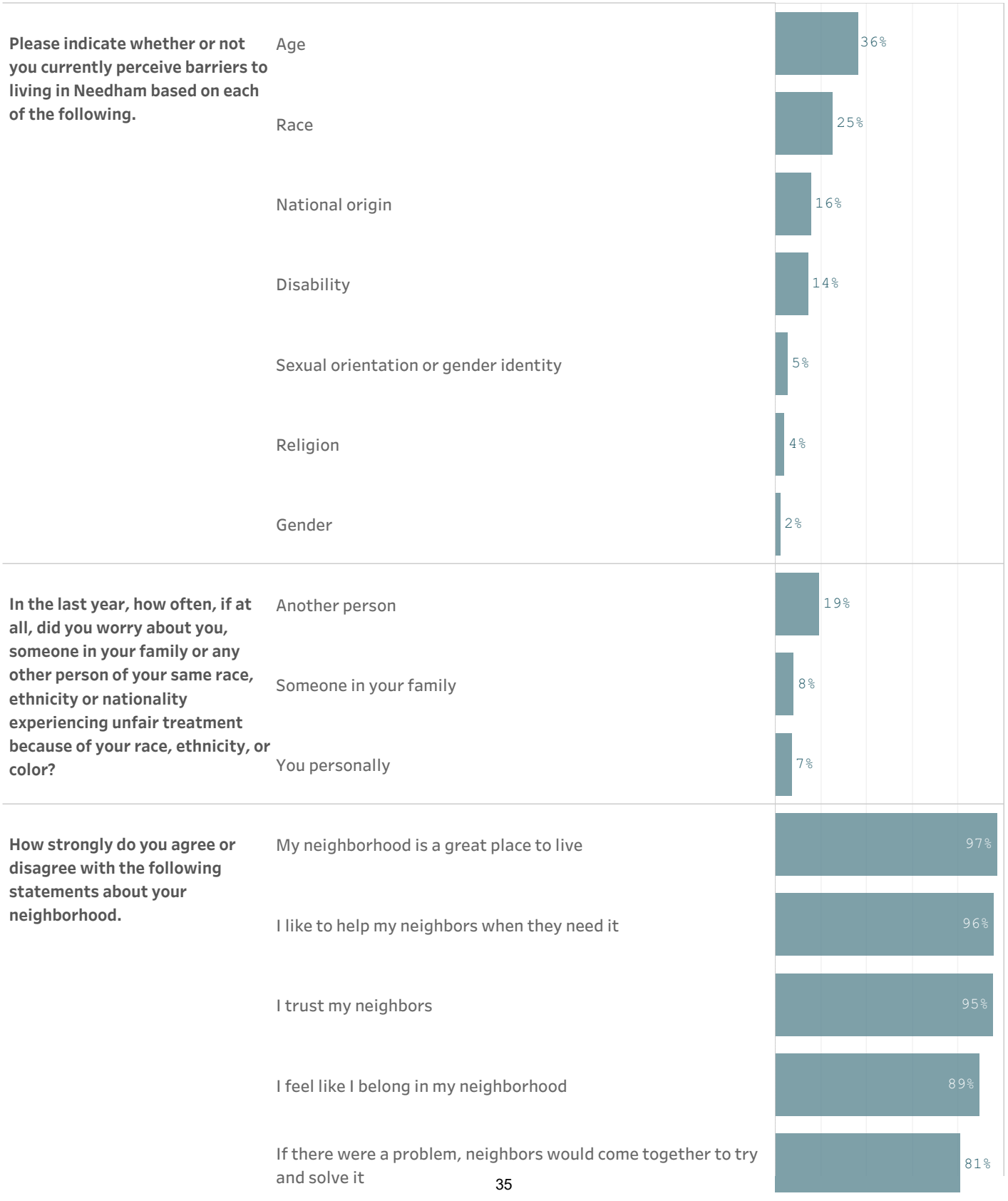


| | |
|---|---|
| Visit social media sites | 76% Similar |
| Use or check email | 99% Similar |
| Share your opinions online | 20% Lower |
| Shop online | 62% Similar |

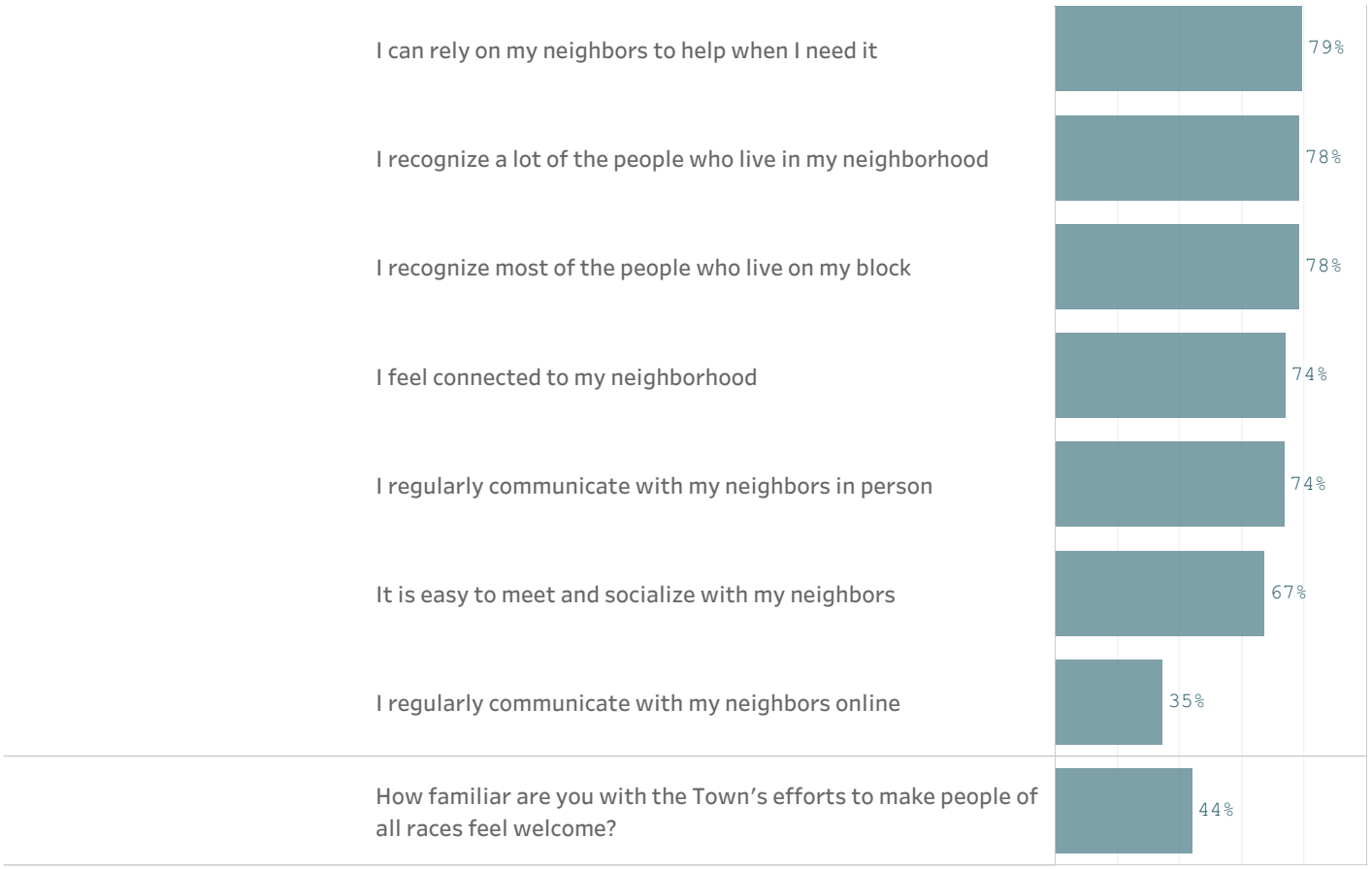
* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Custom questions

Below are the results of each custom question on the survey. The percentage of positive responses (Yes or Most/Some of the time or Strongly/Somewhat agree or Very/Somewhat familiar) is shown.



and solve it


I can rely on my neighbors to help when I need it
79%
I recognize a lot of the people who live in my neighborhood
78%
I recognize most of the people who live on my block
78%
I feel connected to my neighborhood
74%
I regularly communicate with my neighbors in person
74%
It is easy to meet and socialize with my neighbors
67%
I regularly communicate with my neighbors online
35%
How familiar are you with the Town's efforts to make people of all races feel welcome?
44%

## National benchmark tables

This table contains the comparisons of Needham's results to those from other communities. The first column shows the comparison of Needham's rating to the benchmark. Needham's results are noted as being "higher", "lower" or "similar" to the benchmark, meaning that the average rating given by Needham residents is statistically similar to or different than the benchmark. The second column is Needham's "percent positive." Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good). The third column is the rank assigned to Needham's rating among communities where a similar question was asked. The fourth column is the number of communities that asked a similar question. The fifth column shows the percentile for Needham's result -- that is what percent of surveyed communities had a lower rating than Needham.

| | | | % positive | Rank | Number of communities | Percentile |
|---|---|---|---|---|---|---|
| **Please rate each of the following aspects of quality of life in Needham.** | Needham as a place to live | Higher | 95% | 22 | 403 | 94 |
| | Your neighborhood as a place to live | Higher | 94% | 13 | 335 | 96 |
| | Needham as a place to raise children | Higher | 96% | 10 | 405 | 97 |
| | Needham as a place to work | Higher | 81% | 33 | 388 | 91 |
| | Needham as a place to visit | Similar | 70% | 151 | 329 | 54 |
| | Needham as a place to retire | Similar | 54% | 295 | 389 | 24 |
| | The overall quality of life | Higher | 92% | 35 | 445 | 92 |
| | Sense of community | Higher | 80% | 24 | 337 | 93 |
| **Please rate each of the following characteristics as they relate to Needham as a whole.** | Overall economic health | Higher | 92% | 16 | 310 | 95 |
| | Overall quality of the transportation system | Similar | 66% | 44 | 159 | 72 |
| | Overall design or layout of residential and commercial areas | Similar | 76% | 67 | 303 | 78 |
| | Overall quality of the utility infrastructure | Higher | 87% | 12 | 155 | 92 |
| | Overall feeling of safety | Much higher | 98% | 4 | 385 | 99 |
| | Overall quality of natural environment | Similar | 88% | 75 | 314 | 76 |
| | Overall quality of parks and recreation opportunities | Similar | 80% | 75 | 161 | 54 |
| | Overall health and wellness opportunities | Similar | 82% | 59 | 304 | 80 |
| | Overall opportunities for education, culture, and the arts | Higher | 80% | 60 | 307 | 80 |
| | Residents' connection and engagement with their community | Higher | 75% | 12 | 156 | 92 |
| **Please indicate how likely or unlikely you are to do each of the following.** | Recommend living in Needham to someone who asks | Similar | 93% | 80 | 320 | 75 |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Please indicate how likely or unlikely you are to do each of the following.** | Remain in Needham for the next five years | Similar | 91% | 24 | 313 | 92 |
| **Please rate how safe or unsafe you feel:** | In your neighborhood during the day | Similar | 99% | 6 | 370 | 98 |
| | In Needham's downtown/commercial area during the day | Higher | 99% | 5 | 344 | 98 |
| | From property crime | Much higher | 98% | 1 | 166 | 100 |
| | From violent crime | Higher | 99% | 2 | 166 | 99 |
| | From fire, flood, or other natural disaster | Higher | 93% | 6 | 154 | 96 |
| **Please rate the job you feel the Needham community does at each of the following.** | Making all residents feel welcome | Similar | 81% | 15 | 162 | 91 |
| | Attracting people from diverse backgrounds | Similar | 44% | 135 | 159 | 15 |
| | Valuing/respecting residents from diverse backgrounds | Similar | 68% | 54 | 160 | 66 |
| | Taking care of vulnerable residents | Similar | 66% | 36 | 156 | 77 |
| **Please rate each of the following in the Needham community.** | Overall quality of business and service establishments | Similar | 80% | 58 | 312 | 81 |
| | Variety of business and service establishments | Similar | 50% | 106 | 156 | 32 |
| | Vibrancy of downtown/commercial area | Similar | 55% | 119 | 293 | 59 |
| | Employment opportunities | Similar | 54% | 87 | 341 | 74 |
| | Shopping opportunities | Similar | 39% | 220 | 327 | 33 |
| | Cost of living | Lower | 20% | 257 | 306 | 16 |
| | Overall image or reputation | Higher | 92% | 28 | 383 | 92 |
| **Please also rate each of the following in the Needham community.** | Traffic flow on major streets | Higher | 69% | 62 | 358 | 82 |
| | Ease of public parking | Higher | 77% | 48 | 283 | 83 |
| | Ease of travel by car | Higher | 87% | 39 | 337 | 88 |
| | Ease of travel by public transportation | Similar | 46% | 91 | 288 | 68 |
| | Ease of travel by bicycle | Similar | 55% | 149 | 339 | 56 |
| | Ease of walking | Higher | 85% | 28 | 339 | 92 |
| | Well-planned residential growth | Similar | 52% | 71 | 158 | 55 |
| | Well-planned commercial growth | Similar | 51% | 56 | 158 | 65 |
| | Well-designed neighborhoods | Similar | 68% | 57 | 156 | 64 |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Please also rate each of the following in the Needham community.** | Preservation of the historical or cultural character of the community | Similar | 67% | 69 | 154 | 55 |
| | Public places where people want to spend time | Similar | 63% | 144 | 299 | 52 |
| | Variety of housing options | Lower | 25% | 281 | 315 | 11 |
| | Availability of affordable quality housing | Lower | 17% | 295 | 340 | 13 |
| | Overall quality of new development | Similar | 55% | 179 | 333 | 46 |
| | Overall appearance | Similar | 84% | 86 | 371 | 77 |
| | Cleanliness | Higher | 93% | 45 | 341 | 87 |
| | Water resources | Similar | 65% | 62 | 142 | 57 |
| | Air quality | Higher | 93% | 32 | 294 | 89 |
| | Availability of paths and walking trails | Similar | 76% | 137 | 343 | 60 |
| | Fitness opportunities | Similar | 72% | 146 | 295 | 50 |
| | Recreational opportunities | Similar | 73% | 125 | 326 | 61 |
| | Availability of affordable quality food | Similar | 65% | 166 | 290 | 43 |
| | Availability of affordable quality health care | Higher | 78% | 24 | 303 | 92 |
| | Availability of preventive health services | Higher | 82% | 25 | 286 | 91 |
| | Availability of affordable quality mental health care | Higher | 55% | 49 | 286 | 83 |
| | Opportunities to attend cultural/arts/music activities | Similar | 57% | 155 | 323 | 52 |
| | Community support for the arts | Similar | 68% | 49 | 155 | 69 |
| | Availability of affordable quality childcare/preschool | Similar | 53% | 116 | 301 | 61 |
| | K-12 education | Much higher | 93% | 14 | 308 | 95 |
| | Adult educational opportunities | Higher | 86% | 6 | 292 | 98 |
| | Sense of civic/community pride | Higher | 82% | 11 | 155 | 93 |
| | Neighborliness of residents | Higher | 78% | 20 | 299 | 93 |
| | Opportunities to participate in social events and activities | Similar | 70% | 83 | 306 | 73 |
| | Opportunities to attend special events and festivals | Similar | 66% | 135 | 313 | 57 |
| | Opportunities to volunteer | Similar | 75% | 77 | 303 | 74 |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Please also rate each of the following in the Needham community.** | Opportunities to participate in community matters | Similar | 77% | 31 | 307 | 90 |
| | Openness and acceptance of the community toward people of diverse backgrounds | Similar | 66% | 83 | 331 | 75 |
| **Please indicate whether or not you have done each of the following in the last 12 months.** | Contacted the Town of Needham for help or information | Higher | 59% | 29 | 360 | 92 |
| | Contacted Needham elected officials to express your opinion | Similar | 21% | 77 | 301 | 74 |
| | Attended a local public meeting | Similar | 21% | 120 | 300 | 60 |
| | Watched a local public meeting | Higher | 35% | 45 | 279 | 84 |
| | Volunteered your time to some group/activity | Similar | 38% | 107 | 305 | 65 |
| | Campaigned or advocated for a local issue, cause, or candidate | Similar | 21% | 131 | 289 | 55 |
| | Voted in your most recent local election | Lower | 64% | 140 | 157 | 11 |
| | Used public transportation instead of driving | Higher | 39% | 41 | 271 | 85 |
| | Carpooled with other adults or children instead of driving alone | Similar | 38% | 195 | 294 | 34 |
| | Walked or biked instead of driving | Higher | 73% | 47 | 298 | 84 |
| **Please rate the quality of each of the following services in Needham.** | Public information services | Similar | 73% | 100 | 325 | 69 |
| | Economic development | Similar | 70% | 63 | 316 | 80 |
| | Traffic enforcement | Similar | 77% | 55 | 385 | 85 |
| | Traffic signal timing | Similar | 68% | 37 | 306 | 88 |
| | Street repair | Similar | 49% | 166 | 385 | 57 |
| | Street cleaning | Similar | 77% | 77 | 326 | 76 |
| | Street lighting | Similar | 71% | 96 | 366 | 73 |
| | Snow removal | Higher | 82% | 28 | 286 | 90 |
| | Sidewalk maintenance | Similar | 59% | 174 | 331 | 47 |
| | Bus or transit services | Similar | 60% | 94 | 283 | 67 |
| | Land use, planning and zoning | Similar | 45% | 189 | 329 | 42 |
| | Code enforcement | Higher | 62% | 65 | 386 | 83 |
| | Affordable high-speed internet access | Higher | 77% | 3 | 152 | 98 |
| | Garbage collection | Much lower | 42% | 362 | 362 | 0 |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Please rate the quality of each of the following services in Needham.** | Drinking water | Higher | 86% | 34 | 329 | 89 |
| | Sewer services | Higher | 91% | 11 | 331 | 96 |
| | Storm water management | Higher | 87% | 22 | 353 | 94 |
| | Power (electric and/or gas) utility | Similar | 89% | 13 | 250 | 95 |
| | Utility billing | Similar | 82% | 38 | 282 | 86 |
| | Police/Sheriff services | Higher | 93% | 43 | 436 | 90 |
| | Crime prevention | Higher | 94% | 5 | 384 | 98 |
| | Animal control | Higher | 81% | 34 | 348 | 90 |
| | Ambulance or emergency medical services | Similar | 97% | 31 | 348 | 91 |
| | Fire services | Similar | 98% | 16 | 381 | 96 |
| | Fire prevention and education | Similar | 91% | 21 | 319 | 93 |
| | Emergency preparedness | Higher | 81% | 25 | 317 | 92 |
| | Preservation of natural areas | Similar | 69% | 84 | 298 | 72 |
| | Needham open space | Similar | 70% | 88 | 287 | 69 |
| | Recycling | Similar | 80% | 149 | 365 | 59 |
| | Town parks | Similar | 78% | 206 | 343 | 40 |
| | Recreation programs or classes | Similar | 85% | 57 | 337 | 83 |
| | Recreation centers or facilities | Similar | 75% | 118 | 310 | 62 |
| | Health services | Higher | 90% | 6 | 278 | 98 |
| | Public library services | Higher | 96% | 21 | 353 | 94 |
| | Overall customer service by Needham employees | Higher | 93% | 23 | 400 | 94 |
| **Please rate the following categories of Needham government performance.** | The value of services for the taxes paid to Needham | Similar | 65% | 69 | 408 | 83 |
| | The overall direction that Needham is taking | Similar | 66% | 104 | 356 | 71 |
| | The job Needham government does at welcoming resident involvement | Higher | 66% | 37 | 350 | 89 |
| | Overall confidence in Needham government | Higher | 68% | 26 | 311 | 91 |
| | Generally acting in the best interest of the community | Higher | 71% | 25 | 314 | 92 |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Please rate the following categories of Needham government performance.** | Being honest | Higher | 74% | 26 | 304 | 91 |
| | Being open and transparent to the public | Similar | 68% | 24 | 161 | 85 |
| | Informing residents about issues facing the community | Similar | 64% | 28 | 167 | 83 |
| | Treating all residents fairly | Higher | 76% | 21 | 311 | 93 |
| | Treating residents with respect | Higher | 83% | 11 | 158 | 93 |
| **Overall, how would you rate the quality of the services provided by each of the following?** | The Town of Needham | Similar | 82% | 85 | 405 | 79 |
| | The Federal Government | Higher | 57% | 4 | 291 | 98 |
| **Please rate how important, if at all, you think it is for the Needham community to focus on each of the following in the coming two years.** | Overall economic health | Similar | 90% | 123 | 287 | 57 |
| | Overall quality of the transportation system | Similar | 78% | 50 | 154 | 68 |
| | Overall design or layout of residential and commercial areas | Similar | 77% | 145 | 287 | 49 |
| | Overall quality of the utility infrastructure | Similar | 87% | 81 | 153 | 47 |
| | Overall feeling of safety | Similar | 79% | 256 | 287 | 10 |
| | Overall quality of natural environment | Similar | 79% | 163 | 287 | 43 |
| | Overall quality of parks and recreation opportunities | Similar | 82% | 47 | 154 | 70 |
| | Overall health and wellness opportunities | Similar | 68% | 223 | 287 | 22 |
| | Overall opportunities for education, culture, and the arts | Similar | 70% | 209 | 287 | 27 |
| | Residents' connection and engagement with their community | Similar | 68% | 217 | 287 | 24 |
| **In general, how many times do you:** | Access the internet from your home | Similar | 99% | 8 | 154 | 95 |
| | Access the internet from your cell phone | Similar | 94% | 65 | 154 | 58 |
| | Visit social media sites | Similar | 76% | 126 | 153 | 18 |
| | Use or check email | Similar | 99% | 33 | 154 | 79 |
| | Share your opinions online | Lower | 20% | 152 | 154 | 1 |
| | Shop online | Similar | 62% | 41 | 154 | 74 |
| | Please rate your overall health. | Higher | 84% | 3 | 293 | 99 |
| | What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be: | Lower | 14% | 283 | 295 | 4 |

## Complete set of frequencies

This dashboard contains a complete set of responses to each question on the survey. By default, "Don't know" responses are excluded, but may be added to the table using the response filter to the right. When a table for a question that only permitted a single response does not total to exactly 100%, it is due to the common practice of percentages being rounded to the nearest whole number.

| | | | |
|---|---|---|---|
| **Please rate each of the following aspects of quality of life in Needham.** | Needham as a place to live | Excellent | 67% |
| | | Good | 28% |
| | | Fair | 5% |
| | Your neighborhood as a place to live | Excellent | 65% |
| | | Good | 29% |
| | | Fair | 6% |
| | | Poor | 0% |
| | Needham as a place to raise children | Excellent | 71% |
| | | Good | 24% |
| | | Fair | 4% |
| | | Poor | 0% |
| | Needham as a place to work | Excellent | 42% |
| | | Good | 39% |
| | | Fair | 17% |
| | | Poor | 2% |
| | Needham as a place to visit | Excellent | 19% |
| | | Good | 51% |
| | | Fair | 24% |
| | | Poor | 6% |
| | Needham as a place to retire | Excellent | 21% |
| | | Good | 34% |
| | | Fair | 24% |
| | | Poor | 21% |
| | The overall quality of life | Excellent | 53% |
| | | Good | 39% |
| | | Fair | 7% |
| | | Poor | 1% |
| | Sense of community | Excellent | 35% |

| | | | |
|---|---|---|---|
| **Please rate each of the following aspects of quality of life in Needham.** | Sense of community | Good | 45% |
| | | Fair | 16% |
| | | Poor | 4% |
| **Please rate each of the following characteristics as they relate to Needham as a whole.** | Overall economic health | Excellent | 40% |
| | | Good | 52% |
| | | Fair | 7% |
| | | Poor | 1% |
| | Overall quality of the transportation system | Excellent | 18% |
| | | Good | 48% |
| | | Fair | 23% |
| | | Poor | 11% |
| | Overall design or layout of residential and commercial areas | Excellent | 18% |
| | | Good | 58% |
| | | Fair | 18% |
| | | Poor | 5% |
| | Overall quality of the utility infrastructure | Excellent | 36% |
| | | Good | 51% |
| | | Fair | 10% |
| | | Poor | 3% |
| | Overall feeling of safety | Excellent | 71% |
| | | Good | 27% |
| | | Fair | 1% |
| | | Poor | 0% |
| | Overall quality of natural environment | Excellent | 40% |
| | | Good | 49% |
| | | Fair | 11% |
| | | Poor | 1% |
| | Overall quality of parks and recreation opportunities | Excellent | 37% |
| | | Good | 43% |
| | | Fair | 17% |
| | | Poor | 3% |

| | | | |
|---|---|---|---|
| **Please rate each of the following characteristics as they relate to Needham as a whole.** | Overall health and wellness opportunities | Excellent | 33% |
| | | Good | 49% |
| | | Fair | 17% |
| | | Poor | 1% |
| | Overall opportunities for education, culture, and the arts | Excellent | 30% |
| | | Good | 50% |
| | | Fair | 17% |
| | | Poor | 3% |
| | Residents' connection and engagement with their community | Excellent | 24% |
| | | Good | 51% |
| | | Fair | 22% |
| | | Poor | 3% |
| **Please indicate how likely or unlikely you are to do each of the following.** | Recommend living in Needham to someone who asks | Very likely | 69% |
| | | Somewhat likely | 24% |
| | | Somewhat unlikely | 4% |
| | | Very unlikely | 3% |
| | Remain in Needham for the next five years | Very likely | 70% |
| | | Somewhat likely | 22% |
| | | Somewhat unlikely | 3% |
| | | Very unlikely | 6% |
| **Please rate how safe or unsafe you feel:** | In your neighborhood during the day | Very safe | 94% |
| | | Somewhat safe | 6% |
| | | Neither safe nor unsafe | 0% |
| | | Somewhat unsafe | 0% |
| | | Very unsafe | 0% |
| | In Needham's downtown/commercial area during the day | Very safe | 92% |
| | | Somewhat safe | 8% |
| | | Neither safe nor unsafe | 0% |
| | | Somewhat unsafe | 0% |
| | | Very unsafe | 0% |
| | From property crime | Very safe | 74% |

| | | | |
|---|---|---|---|
| **Please rate how safe or unsafe you feel:** | From property crime | Somewhat safe | 24% |
| | | Neither safe nor unsafe | 2% |
| | | Somewhat unsafe | 0% |
| | From violent crime | Very safe | 89% |
| | | Somewhat safe | 9% |
| | | Neither safe nor unsafe | 1% |
| | | Somewhat unsafe | 0% |
| | From fire, flood, or other natural disaster | Very safe | 67% |
| | | Somewhat safe | 26% |
| | | Neither safe nor unsafe | 6% |
| | | Somewhat unsafe | 0% |
| | | Very unsafe | 0% |
| **Please rate the job you feel the Needham community does at each of the following.** | Making all residents feel welcome | Excellent | 30% |
| | | Good | 51% |
| | | Fair | 17% |
| | | Poor | 2% |
| | Attracting people from diverse backgrounds | Excellent | 15% |
| | | Good | 29% |
| | | Fair | 37% |
| | | Poor | 19% |
| | Valuing/respecting residents from diverse backgrounds | Excellent | 25% |
| | | Good | 43% |
| | | Fair | 25% |
| | | Poor | 7% |
| | Taking care of vulnerable residents | Excellent | 23% |
| | | Good | 43% |
| | | Fair | 28% |
| | | Poor | 7% |
| **Please rate each of the following in the Needham community.** | Overall quality of business and service establishments | Excellent | 28% |
| | | Good | 52% |
| | | Fair | 15% |

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| **Please rate each of the following in the Needham community.** | Overall quality of business and service establishments | Poor | 5% |
| | Variety of business and service establishments | Excellent | 13% |
| | | Good | 37% |
| | | Fair | 38% |
| | | Poor | 12% |
| | Vibrancy of downtown/commercial area | Excellent | 15% |
| | | Good | 40% |
| | | Fair | 38% |
| | | Poor | 7% |
| | Employment opportunities | Excellent | 11% |
| | | Good | 42% |
| | | Fair | 40% |
| | | Poor | 6% |
| | Shopping opportunities | Excellent | 8% |
| | | Good | 32% |
| | | Fair | 47% |
| | | Poor | 14% |
| | Cost of living | Excellent | 2% |
| | | Good | 17% |
| | | Fair | 50% |
| | | Poor | 30% |
| | Overall image or reputation | Excellent | 48% |
| | | Good | 44% |
| | | Fair | 8% |
| | | Poor | 0% |
| **Please also rate each of the following in the Needham community.** | Traffic flow on major streets | Excellent | 13% |
| | | Good | 56% |
| | | Fair | 24% |
| | | Poor | 6% |
| | Ease of public parking | Excellent | 22% |
| | | Good | 55% |

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| **Please also rate each of the following in the Needham community.** | Ease of public parking | Fair | 18% |
| | | Poor | 5% |
| | Ease of travel by car | Excellent | 33% |
| | | Good | 54% |
| | | Fair | 11% |
| | | Poor | 2% |
| | Ease of travel by public transportation | Excellent | 13% |
| | | Good | 33% |
| | | Fair | 31% |
| | | Poor | 23% |
| | Ease of travel by bicycle | Excellent | 15% |
| | | Good | 40% |
| | | Fair | 34% |
| | | Poor | 12% |
| | Ease of walking | Excellent | 42% |
| | | Good | 43% |
| | | Fair | 14% |
| | | Poor | 2% |
| | Well-planned residential growth | Excellent | 13% |
| | | Good | 38% |
| | | Fair | 31% |
| | | Poor | 17% |
| | Well-planned commercial growth | Excellent | 11% |
| | | Good | 40% |
| | | Fair | 34% |
| | | Poor | 15% |
| | Well-designed neighborhoods | Excellent | 15% |
| | | Good | 52% |
| | | Fair | 25% |
| | | Poor | 8% |
| | Preservation of the historical or cultural character of the community | Excellent | 17% |

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| **Please also rate each of the following in the Needham community.** | Preservation of the historical or cultural character of the community | Good | 49% |
| | | Fair | 23% |
| | | Poor | 11% |
| | Public places where people want to spend time | Excellent | 20% |
| | | Good | 43% |
| | | Fair | 32% |
| | | Poor | 6% |
| | Variety of housing options | Excellent | 6% |
| | | Good | 19% |
| | | Fair | 40% |
| | | Poor | 34% |
| | Availability of affordable quality housing | Excellent | 5% |
| | | Good | 12% |
| | | Fair | 27% |
| | | Poor | 56% |
| | Overall quality of new development | Excellent | 15% |
| | | Good | 40% |
| | | Fair | 28% |
| | | Poor | 17% |
| | Overall appearance | Excellent | 32% |
| | | Good | 52% |
| | | Fair | 15% |
| | | Poor | 1% |
| | Cleanliness | Excellent | 44% |
| | | Good | 48% |
| | | Fair | 7% |
| | | Poor | 0% |
| | Water resources | Excellent | 17% |
| | | Good | 48% |
| | | Fair | 30% |
| | | Poor | 5% |

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| **Please also rate each of the following in the Needham community.** | Air quality | Excellent | 45% |
| | | Good | 48% |
| | | Fair | 7% |
| | | Poor | 0% |
| | Availability of paths and walking trails | Excellent | 27% |
| | | Good | 50% |
| | | Fair | 19% |
| | | Poor | 4% |
| | Fitness opportunities | Excellent | 25% |
| | | Good | 47% |
| | | Fair | 22% |
| | | Poor | 6% |
| | Recreational opportunities | Excellent | 23% |
| | | Good | 50% |
| | | Fair | 23% |
| | | Poor | 4% |
| | Availability of affordable quality food | Excellent | 18% |
| | | Good | 47% |
| | | Fair | 28% |
| | | Poor | 7% |
| | Availability of affordable quality health care | Excellent | 34% |
| | | Good | 44% |
| | | Fair | 18% |
| | | Poor | 5% |
| | Availability of preventive health services | Excellent | 34% |
| | | Good | 47% |
| | | Fair | 13% |
| | | Poor | 5% |
| | Availability of affordable quality mental health care | Excellent | 24% |
| | | Good | 31% |
| | | Fair | 29% |

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| **Please also rate each of the following in the Needham community.** | Availability of affordable quality mental health care | Poor | 16% |
| | Opportunities to attend cultural/arts/music activities | Excellent | 15% |
| | | Good | 42% |
| | | Fair | 34% |
| | | Poor | 9% |
| | Community support for the arts | Excellent | 17% |
| | | Good | 51% |
| | | Fair | 27% |
| | | Poor | 5% |
| | Availability of affordable quality childcare/preschool | Excellent | 20% |
| | | Good | 33% |
| | | Fair | 30% |
| | | Poor | 17% |
| | K-12 education | Excellent | 55% |
| | | Good | 38% |
| | | Fair | 6% |
| | | Poor | 1% |
| | Adult educational opportunities | Excellent | 31% |
| | | Good | 55% |
| | | Fair | 12% |
| | | Poor | 3% |
| | Sense of civic/community pride | Excellent | 32% |
| | | Good | 51% |
| | | Fair | 16% |
| | | Poor | 2% |
| | Neighborliness of residents | Excellent | 31% |
| | | Good | 46% |
| | | Fair | 16% |
| | | Poor | 6% |
| | Opportunities to participate in social events and activities | Excellent | 18% |
| | | Good | 52% |

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| **Please also rate each of the following in the Needham community.** | Opportunities to participate in social events and activities | Fair | 25% |
| | | Poor | 5% |
| | Opportunities to attend special events and festivals | Excellent | 21% |
| | | Good | 45% |
| | | Fair | 29% |
| | | Poor | 5% |
| | Opportunities to volunteer | Excellent | 26% |
| | | Good | 49% |
| | | Fair | 20% |
| | | Poor | 5% |
| | Opportunities to participate in community matters | Excellent | 25% |
| | | Good | 52% |
| | | Fair | 19% |
| | | Poor | 4% |
| | Openness and acceptance of the community toward people of diverse backgrounds | Excellent | 21% |
| | | Good | 46% |
| | | Fair | 25% |
| | | Poor | 8% |
| **Please indicate whether or not you have done each of the following in the last 12 months.** | Contacted the Town of Needham for help or information | No | 41% |
| | | Yes | 59% |
| | Contacted Needham elected officials to express your opinion | No | 79% |
| | | Yes | 21% |
| | Attended a local public meeting | No | 79% |
| | | Yes | 21% |
| | Watched a local public meeting | No | 65% |
| | | Yes | 35% |
| | Volunteered your time to some group/activity | No | 62% |
| | | Yes | 38% |
| | Campaigned or advocated for a local issue, cause, or candidate | No | 79% |
| | | Yes | 21% |
| | Voted in your most recent local election | No | 36% |

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| **Please indicate whether or not you have done each of the following in the last 12 months.** | Voted in your most recent local election | Yes | 64% |
| | Used public transportation instead of driving | No | 61% |
| | | Yes | 39% |
| | Carpooled with other adults or children instead of driving alone | No | 62% |
| | | Yes | 38% |
| | Walked or biked instead of driving | No | 27% |
| | | Yes | 73% |
| **Please rate the quality of each of the following services in Needham.** | Public information services | Excellent | 19% |
| | | Good | 54% |
| | | Fair | 25% |
| | | Poor | 3% |
| | Economic development | Excellent | 14% |
| | | Good | 56% |
| | | Fair | 24% |
| | | Poor | 7% |
| | Traffic enforcement | Excellent | 19% |
| | | Good | 57% |
| | | Fair | 18% |
| | | Poor | 6% |
| | Traffic signal timing | Excellent | 15% |
| | | Good | 53% |
| | | Fair | 24% |
| | | Poor | 8% |
| | Street repair | Excellent | 10% |
| | | Good | 39% |
| | | Fair | 37% |
| | | Poor | 14% |
| | Street cleaning | Excellent | 22% |
| | | Good | 56% |
| | | Fair | 20% |
| | | Poor | 3% |

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| **Please rate the quality of each of the following services in Needham.** | Street lighting | Excellent | 16% |
| | | Good | 54% |
| | | Fair | 24% |
| | | Poor | 5% |
| | Snow removal | Excellent | 33% |
| | | Good | 49% |
| | | Fair | 14% |
| | | Poor | 3% |
| | Sidewalk maintenance | Excellent | 13% |
| | | Good | 47% |
| | | Fair | 27% |
| | | Poor | 13% |
| | Bus or transit services | Excellent | 14% |
| | | Good | 47% |
| | | Fair | 26% |
| | | Poor | 14% |
| | Land use, planning and zoning | Excellent | 7% |
| | | Good | 38% |
| | | Fair | 34% |
| | | Poor | 21% |
| | Code enforcement | Excellent | 16% |
| | | Good | 46% |
| | | Fair | 28% |
| | | Poor | 9% |
| | Affordable high-speed internet access | Excellent | 28% |
| | | Good | 50% |
| | | Fair | 17% |
| | | Poor | 6% |
| | Garbage collection | Excellent | 14% |
| | | Good | 28% |
| | | Fair | 14% |

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| **Please rate the quality of each of the following services in Needham.** | Garbage collection | Poor | 44% |
| | Drinking water | Excellent | 44% |
| | | Good | 42% |
| | | Fair | 11% |
| | | Poor | 2% |
| | Sewer services | Excellent | 45% |
| | | Good | 46% |
| | | Fair | 8% |
| | | Poor | 2% |
| | Storm water management | Excellent | 34% |
| | | Good | 53% |
| | | Fair | 10% |
| | | Poor | 3% |
| | Power (electric and/or gas) utility | Excellent | 40% |
| | | Good | 49% |
| | | Fair | 10% |
| | | Poor | 2% |
| | Utility billing | Excellent | 26% |
| | | Good | 57% |
| | | Fair | 16% |
| | | Poor | 1% |
| | Police/Sheriff services | Excellent | 44% |
| | | Good | 48% |
| | | Fair | 7% |
| | | Poor | 0% |
| | Crime prevention | Excellent | 47% |
| | | Good | 47% |
| | | Fair | 5% |
| | | Poor | 1% |
| | Animal control | Excellent | 31% |
| | | Good | 50% |

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| **Please rate the quality of each of the following services in Needham.** | Animal control | Fair | 14% |
| | | Poor | 4% |
| | Ambulance or emergency medical services | Excellent | 55% |
| | | Good | 42% |
| | | Fair | 2% |
| | | Poor | 0% |
| | Fire services | Excellent | 61% |
| | | Good | 37% |
| | | Fair | 2% |
| | Fire prevention and education | Excellent | 42% |
| | | Good | 48% |
| | | Fair | 8% |
| | | Poor | 1% |
| | Emergency preparedness | Excellent | 31% |
| | | Good | 50% |
| | | Fair | 14% |
| | | Poor | 5% |
| | Preservation of natural areas | Excellent | 24% |
| | | Good | 45% |
| | | Fair | 25% |
| | | Poor | 7% |
| | Needham open space | Excellent | 21% |
| | | Good | 49% |
| | | Fair | 25% |
| | | Poor | 5% |
| | Recycling | Excellent | 33% |
| | | Good | 47% |
| | | Fair | 12% |
| | | Poor | 8% |
| | Town parks | Excellent | 29% |
| | | Good | 50% |

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| **Please rate the quality of each of the following services in Needham.** | Town parks | Fair | 18% |
| | | Poor | 4% |
| | Recreation programs or classes | Excellent | 28% |
| | | Good | 57% |
| | | Fair | 12% |
| | | Poor | 3% |
| | Recreation centers or facilities | Excellent | 26% |
| | | Good | 50% |
| | | Fair | 17% |
| | | Poor | 8% |
| | Health services | Excellent | 35% |
| | | Good | 55% |
| | | Fair | 9% |
| | | Poor | 1% |
| | Public library services | Excellent | 58% |
| | | Good | 38% |
| | | Fair | 4% |
| | | Poor | 0% |
| | Overall customer service by Needham employees | Excellent | 40% |
| | | Good | 53% |
| | | Fair | 6% |
| | | Poor | 1% |
| **Please rate the following categories of Needham government performance.** | The value of services for the taxes paid to Needham | Excellent | 17% |
| | | Good | 48% |
| | | Fair | 28% |
| | | Poor | 7% |
| | The overall direction that Needham is taking | Excellent | 15% |
| | | Good | 51% |
| | | Fair | 26% |
| | | Poor | 8% |
| | The job Needham government does at welcoming resident involvement | Excellent | 20% |

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| **Please rate the following categories of Needham government performance.** | The job Needham government does at welcoming resident involvement | Good | 46% |
| | | Fair | 27% |
| | | Poor | 7% |
| | Overall confidence in Needham government | Excellent | 21% |
| | | Good | 47% |
| | | Fair | 26% |
| | | Poor | 7% |
| | Generally acting in the best interest of the community | Excellent | 24% |
| | | Good | 46% |
| | | Fair | 23% |
| | | Poor | 7% |
| | Being honest | Excellent | 25% |
| | | Good | 50% |
| | | Fair | 19% |
| | | Poor | 6% |
| | Being open and transparent to the public | Excellent | 22% |
| | | Good | 46% |
| | | Fair | 24% |
| | | Poor | 9% |
| | Informing residents about issues facing the community | Excellent | 21% |
| | | Good | 43% |
| | | Fair | 27% |
| | | Poor | 9% |
| | Treating all residents fairly | Excellent | 25% |
| | | Good | 51% |
| | | Fair | 18% |
| | | Poor | 6% |
| | Treating residents with respect | Excellent | 28% |
| | | Good | 55% |
| | | Fair | 14% |
| | | Poor | 3% |

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| **Overall, how would you rate the quality of the services provided by each of the following?** | The Town of Needham | Excellent | 29% |
| | | Good | 54% |
| | | Fair | 15% |
| | | Poor | 3% |
| | The Federal Government | Excellent | 5% |
| | | Good | 51% |
| | | Fair | 35% |
| | | Poor | 8% |
| **Please rate how important, if at all, you think it is for the Needham community to focus on each of the following in the coming two years.** | Overall economic health | Essential | 47% |
| | | Very important | 44% |
| | | Somewhat important | 9% |
| | | Not at all important | 0% |
| | Overall quality of the transportation system | Essential | 32% |
| | | Very important | 46% |
| | | Somewhat important | 19% |
| | | Not at all important | 3% |
| | Overall design or layout of residential and commercial areas | Essential | 32% |
| | | Very important | 45% |
| | | Somewhat important | 20% |
| | | Not at all important | 3% |
| | Overall quality of the utility infrastructure | Essential | 48% |
| | | Very important | 39% |
| | | Somewhat important | 12% |
| | | Not at all important | 1% |
| | Overall feeling of safety | Essential | 50% |
| | | Very important | 29% |
| | | Somewhat important | 19% |
| | | Not at all important | 3% |
| | Overall quality of natural environment | Essential | 36% |
| | | Very important | 43% |
| | | Somewhat important | 21% |

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| **Please rate how important, if at all, you think it is for the Needham community to focus on each of the following in the coming two years.** | Overall quality of natural environment | Not at all important | 0% |
| | Overall quality of parks and recreation opportunities | Essential | 35% |
| | | Very important | 47% |
| | | Somewhat important | 18% |
| | | Not at all important | 0% |
| | Overall health and wellness opportunities | Essential | 26% |
| | | Very important | 42% |
| | | Somewhat important | 30% |
| | | Not at all important | 2% |
| | Overall opportunities for education, culture, and the arts | Essential | 29% |
| | | Very important | 41% |
| | | Somewhat important | 28% |
| | | Not at all important | 2% |
| | Residents' connection and engagement with their community | Essential | 21% |
| | | Very important | 47% |
| | | Somewhat important | 30% |
| | | Not at all important | 2% |
| **Please indicate whether or not you currently perceive barriers to living in Needham based on each of the following.** | Age | No | 64% |
| | | Yes | 36% |
| | Gender | No | 98% |
| | | Yes | 2% |
| | Race | No | 75% |
| | | Yes | 25% |
| | National origin | No | 84% |
| | | Yes | 16% |
| | Religion | No | 96% |
| | | Yes | 4% |
| | Disability | No | 86% |
| | | Yes | 14% |
| | Sexual orientation or gender identity | No | 95% |
| | | Yes | 5% |

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| **In the last year, how often, if at all, did you worry about you, someone in your family or any other person of your same race, ethnicity or nationality experiencing unfair treatment because of your race, ethnicity, or color?** | You personally | Most of the time | 1% |
| | | Some of the time | 7% |
| | | Rarely | 11% |
| | | Never | 82% |
| | Someone in your family | Most of the time | 1% |
| | | Some of the time | 7% |
| | | Rarely | 14% |
| | | Never | 78% |
| | Another person | Most of the time | 2% |
| | | Some of the time | 17% |
| | | Rarely | 20% |
| | | Never | 61% |
| **How strongly do you agree or disagree with the following statements about your neighborhood.** | My neighborhood is a great place to live | Strongly agree | 68% |
| | | Somewhat agree | 29% |
| | | Somewhat disagree | 3% |
| | | Strongly disagree | 0% |
| | I recognize a lot of the people who live in my neighborhood | Strongly agree | 47% |
| | | Somewhat agree | 32% |
| | | Somewhat disagree | 13% |
| | | Strongly disagree | 8% |
| | I recognize most of the people who live on my block | Strongly agree | 48% |
| | | Somewhat agree | 30% |
| | | Somewhat disagree | 11% |
| | | Strongly disagree | 10% |
| | It is easy to meet and socialize with my neighbors | Strongly agree | 29% |
| | | Somewhat agree | 38% |
| | | Somewhat disagree | 21% |
| | | Strongly disagree | 12% |
| | I feel connected to my neighborhood | Strongly agree | 33% |
| | | Somewhat agree | 40% |
| | | Somewhat disagree | 17% |

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| **How strongly do you agree or disagree with the following statements about your neighborhood.** | I feel connected to my neighborhood | Strongly disagree | 9% |
| | If there were a problem, neighbors would come together to try and solve it | Strongly agree | 42% |
| | | Somewhat agree | 38% |
| | | Somewhat disagree | 12% |
| | | Strongly disagree | 7% |
| | I like to help my neighbors when they need it | Strongly agree | 66% |
| | | Somewhat agree | 29% |
| | | Somewhat disagree | 3% |
| | | Strongly disagree | 1% |
| | I can rely on my neighbors to help when I need it | Strongly agree | 44% |
| | | Somewhat agree | 35% |
| | | Somewhat disagree | 15% |
| | | Strongly disagree | 6% |
| | I trust my neighbors | Strongly agree | 64% |
| | | Somewhat agree | 31% |
| | | Somewhat disagree | 3% |
| | | Strongly disagree | 1% |
| | I feel like I belong in my neighborhood | Strongly agree | 55% |
| | | Somewhat agree | 34% |
| | | Somewhat disagree | 8% |
| | | Strongly disagree | 3% |
| | I regularly communicate with my neighbors online | Strongly agree | 13% |
| | | Somewhat agree | 22% |
| | | Somewhat disagree | 24% |
| | | Strongly disagree | 41% |
| | I regularly communicate with my neighbors in person | Strongly agree | 33% |
| | | Somewhat agree | 41% |
| | | Somewhat disagree | 16% |
| | | Strongly disagree | 10% |
| | How familiar are you with the Town's efforts to make people of all races feel welcome? | Very familiar | 11% |
| | | Somewhat familiar | 33% |

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| | How familiar are you with the Town's efforts to make people of all races feel welcome? | Not familiar at all | 56% |
| **In general, how many times do you:** | Access the internet from your home | Several times a day | 94% |
| | | Once a day | 3% |
| | | A few times a week | 2% |
| | | Every few weeks | 0% |
| | | Less often or never | 1% |
| | Access the internet from your cell phone | Several times a day | 89% |
| | | Once a day | 3% |
| | | A few times a week | 2% |
| | | Every few weeks | 1% |
| | | Less often or never | 5% |
| | Visit social media sites | Several times a day | 53% |
| | | Once a day | 14% |
| | | A few times a week | 9% |
| | | Every few weeks | 4% |
| | | Less often or never | 20% |
| | Use or check email | Several times a day | 89% |
| | | Once a day | 9% |
| | | A few times a week | 1% |
| | | Every few weeks | 0% |
| | | Less often or never | 1% |
| | Share your opinions online | Several times a day | 8% |
| | | Once a day | 3% |
| | | A few times a week | 9% |
| | | Every few weeks | 16% |
| | | Less often or never | 64% |
| | Shop online | Several times a day | 14% |
| | | Once a day | 9% |
| | | A few times a week | 38% |
| | | Every few weeks | 29% |
| | | Less often or never | 9% |

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| Please rate your overall health. | Excellent | 48% |
| | Very good | 37% |
| | Good | 12% |
| | Fair | 4% |
| | Poor | 0% |
| What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be: | Very positive | 2% |
| | Somewhat positive | 12% |
| | Neutral | 49% |
| | Somewhat negative | 33% |
| | Very negative | 4% |
| How many years have you lived in Needham? | Less than 2 years | 9% |
| | 2-5 years | 16% |
| | 6-10 years | 14% |
| | 11-20 years | 17% |
| | More than 20 years | 43% |
| Which best describes the building you live in? | One family house detached from any other houses | 76% |
| | Building with two or more homes (duplex, townhome, apa.. | 23% |
| | Other | 1% |
| Do you rent or own your home? | Rent | 16% |
| | Own | 84% |
| About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)? | Less than $500 | 1% |
| | $500 to $999 | 5% |
| | $1,000 to $1,499 | 9% |
| | $1,500 to $1,999 | 11% |
| | $2,000 to $2,499 | 9% |
| | $2,500 to $2,999 | 10% |
| | $3,000 to $3,499 | 14% |
| | $3,500 or more | 40% |
| Do any children 17 or under live in your household? | No | 59% |
| | Yes | 41% |
| Are you or any other members of your household aged 65 or older? | No | 66% |

| | | |
|---|---|---|
| Are you or any other members of your household aged 65 or older? | Yes | 34% |
| How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.) | Less than $25,000 | 3% |
| | $25,000 to $49,999 | 4% |
| | $50,000 to $74,999 | 7% |
| | $75,000 to $99,999 | 7% |
| | $100,000 to $149,999 | 15% |
| | $150,000 or more | 63% |
| Are you Spanish, Hispanic or Latino? | No, not Spanish, Hispanic, or Latino | 98% |
| | Yes, I consider myself to be Spanish, Hispanic, or Latino | 2% |
| What is your race? (Mark one or more races to indicate what race you consider yourself to be.) | American Indian or Alaskan Native | 0% |
| | Asian, Asian Indian, or Pacific Islander | 9% |
| | Black or African American | 1% |
| | White | 90% |
| | Other | 2% |
| In which category is your age? | 18-24 years | 2% |
| | 25-34 years | 12% |
| | 35-44 years | 15% |
| | 45-54 years | 25% |
| | 55-64 years | 15% |
| | 65-74 years | 16% |
| | 75 years or older | 15% |
| What is your gender? | Female | 50% |
| | Male | 49% |
| | Identify in another way | 1% |

## Full trends

This table contains the trends over time for the Town of Needham. The combined "percent positive" responses for each survey year are presented (e.g., excellent/good or yes). If an item was not included during an administration of the survey, no percentage will be shown in the table. If the difference between the 2018 and 2022 surveys is greater than six percentage points, the change is statistically significant.

It is important to note that in 2020, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

| | | 2008 | 2010 | 2012 | 2014 | 2016 | 2018 | 2022 |
|---|---|---|---|---|---|---|---|---|
| **Please rate each of the following aspects of quality of life in Needham.** | Needham as a place to live | 96% | 98% | 97% | 96% | 98% | 98% | 95% |
| | Your neighborhood as a place to live | 89% | 94% | 93% | 90% | 93% | 93% | 94% |
| | Needham as a place to raise children | 94% | 97% | 97% | 95% | 96% | 98% | 96% |
| | Needham as a place to work | 72% | 75% | 79% | 65% | 77% | 76% | 81% |
| | Needham as a place to visit | | | | 66% | 68% | 67% | 70% |
| | Needham as a place to retire | 51% | 57% | 59% | 51% | 54% | 54% | 54% |
| | The overall quality of life | 91% | 96% | 97% | 93% | 94% | 94% | 92% |
| | Sense of community | 81% | 84% | 87% | 85% | 83% | 79% | 80% |
| **Please rate each of the following characteristics as they relate to Needham as a whole.** | Overall economic health | | | | 84% | 87% | 89% | 92% |
| | Overall quality of the transportation system | | | | | | | 66% |
| | Overall design or layout of residential and commercial areas | | | | 70% | 67% | 71% | 76% |
| | Overall quality of the utility infrastructure | | | | | | | 87% |
| | Overall feeling of safety | | | | 97% | 98% | 99% | 98% |
| | Overall quality of natural environment | 72% | 81% | 84% | 86% | 83% | 87% | 88% |
| | Overall quality of parks and recreation opportunities | | | | | | | 80% |
| | Overall health and wellness opportunities | | | | 83% | 84% | 83% | 82% |
| | Overall opportunities for education, culture, and the arts | | | | 85% | 88% | 91% | 80% |
| | Residents' connection and engagement with their community | | | | | | | 75% |
| **Please indicate how likely or unlikely you are to do each of the following.** | Recommend living in Needham to someone who asks | 93% | 96% | 97% | 94% | 96% | 95% | 93% |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Please indicate how likely or unlikely you are to do each of the following.** | Remain in Needham for the next five years | 90% | 90% | 91% | 89% | 91% | 88% | 91% |
| **Please rate how safe or unsafe you feel:** | In your neighborhood during the day | 99% | 99% | 99% | 96% | 99% | 99% | 99% |
| | In Needham's downtown/commercial area during the day | 98% | 99% | 98% | 96% | 98% | 98% | 99% |
| | From property crime | 90% | 87% | 89% | | | | 98% |
| | From violent crime | 95% | 95% | 97% | | | | 99% |
| | From fire, flood, or other natural disaster | | | | | | | 93% |
| **Please rate the job you feel the Needham community does at each of the following.** | Making all residents feel welcome | | | | | | | 81% |
| | Attracting people from diverse backgrounds | | | | | | | 44% |
| | Valuing/respecting residents from diverse backgrounds | | | | | | | 68% |
| | Taking care of vulnerable residents | | | | | | | 66% |
| **Please rate each of the following in the Needham community.** | Overall quality of business and service establishments | 63% | 65% | 66% | 63% | 68% | 68% | 80% |
| | Variety of business and service establishments | | | | | | | 50% |
| | Vibrancy of downtown/commercial area | | | | | 47% | 51% | 51% 55% |
| | Employment opportunities | 34% | 36% | 43% | 37% | 52% | 56% | 54% |
| | Shopping opportunities | 30% | 36% | 36% | 39% | 44% | 44% | 39% |
| | Cost of living | | | | | 28% | 30% | 26% 20% |
| | Overall image or reputation | 89% | 91% | 95% | 91% | 95% | 94% | 92% |
| **Please also rate each of the following in the Needham community.** | Traffic flow on major streets | 48% | 48% | 51% | 58% | 52% | 53% | 69% |
| | Ease of public parking | | | | | 55% | 64% | 61% 77% |
| | Ease of travel by car | 75% | 78% | 79% | 75% | 76% | 76% | 87% |
| | Ease of travel by public transportation | 78% | 77% | 72% | 51% | 54% | 55% | 46% |
| | Ease of travel by bicycle | 50% | 59% | 60% | 55% | 55% | 54% | 55% |
| | Ease of walking | 76% | 81% | 83% | 84% | 85% | 83% | 85% |
| | Well-planned residential growth | | | | | | | 52% |

| | | |
|---|---|---|
| **Please also rate each of the following in the Needham community.** | Well-planned commercial growth | 51% |
| | Well-designed neighborhoods | 68% |
| | Preservation of the historical or cultural character of the community | 67% |
| | Public places where people want to spend time | 67% 73% 75% 63% |
| | Variety of housing options | 40% 47% 45% 42% 38% 33% 25% |
| | Availability of affordable quality housing | 22% 29% 25% 25% 19% 19% 17% |
| | Overall quality of new development | 51% 65% 60% 52% 49% 55% 55% |
| | Overall appearance | 73% 83% 85% 88% 90% 89% 84% |
| | Cleanliness | 78% 85% 89% 89% 91% 90% 93% |
| | Water resources | 65% |
| | Air quality | 86% 85% 91% 91% 93% 93% |
| | Availability of paths and walking trails | 44% 50% 57% 61% 64% 66% 76% |
| | Fitness opportunities | 66% 67% 71% 72% |
| | Recreational opportunities | 65% 71% 67% 66% 71% 74% 73% |
| | Availability of affordable quality food | 72% 70% 72% 73% 67% 65% |
| | Availability of affordable quality health care | 71% 76% 79% 82% 86% 85% 78% |
| | Availability of preventive health services | 77% 78% 82% 85% 88% 82% |
| | Availability of affordable quality mental health care | 65% 68% 71% 55% |
| | Opportunities to attend cultural/arts/music activities | 42% 47% 53% 62% 69% 68% 57% |
| | Community support for the arts | 68% |
| | Availability of affordable quality childcare/preschool | 44% 52% 51% 62% 63% 66% 53% |
| | K-12 education | 91% 89% 93% 91% 93% 96% 93% |
| | Adult educational opportunities | 74% 83% 83% 86% |
| | Sense of civic/community pride | 82% |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Please also rate each of the following in the Needham community.** | Neighborliness of residents | | | | 78% | 75% | 74% | 78% |
| | Opportunities to participate in social events and activities | 67% | 73% | 75% | 69% | 71% | 72% | 70% |
| | Opportunities to attend special events and festivals | | | | 76% | 78% | 81% | 66% |
| | Opportunities to volunteer | 85% | 86% | 87% | 79% | 79% | 81% | 75% |
| | Opportunities to participate in community matters | 78% | 78% | 83% | 79% | 79% | 79% | 77% |
| | Openness and acceptance of the community toward people of diverse backgrounds | 69% | 71% | 71% | 71% | 63% | 68% | 66% |
| **Please indicate whether or not you have done each of the following in the last 12 months.** | Contacted the Town of Needham for help or information | 74% | 60% | 61% | 58% | 59% | 57% | 59% |
| | Contacted Needham elected officials to express your opinion | | | | 22% | 21% | 18% | 21% |
| | Attended a local public meeting | 35% | 28% | 30% | 23% | 26% | 23% | 21% |
| | Watched a local public meeting | 51% | 46% | 38% | 31% | 26% | 20% | 35% |
| | Volunteered your time to some group/activity | 51% | 51% | 55% | 50% | 47% | 42% | 38% |
| | Campaigned or advocated for a local issue, cause, or candidate | | | | 29% | 25% | 23% | 21% |
| | Voted in your most recent local election | 89% | 90% | 82% | | | | 64% |
| | Used public transportation instead of driving | | | | 50% | 53% | 56% | 39% |
| | Carpooled with other adults or children instead of driving alone | | | | 47% | 45% | 46% | 38% |
| | Walked or biked instead of driving | | | | 73% | 69% | 71% | 73% |
| **Please rate the quality of each of the following services in Needham.** | Public information services | 81% | 81% | 82% | 80% | 82% | 83% | 73% |
| | Economic development | 52% | 50% | 52% | 60% | 63% | 70% | 70% |
| | Traffic enforcement | 76% | 80% | 77% | 77% | 78% | 73% | 77% |
| | Traffic signal timing | 56% | 57% | 55% | 61% | 62% | 59% | 68% |
| | Street repair | 32% | 39% | 52% | 43% | 46% | 45% | 49% |
| | Street cleaning | 55% | 61% | 73% | 64% | 69% | 72% | 77% |
| | Street lighting | 56% | 66% | 70% | 60% | 67% | 59% | 71% |
| | Snow removal | 63% | 63% | 72% | 65% | 76% | 78% | 82% |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Please rate the quality of each of the following services in Needham.** | Sidewalk maintenance | 41% | 46% | 51% | 44% | 54% | 52% | 59% |
| | Bus or transit services | | 59% | 60% | 58% | 65% | 63% | 60% |
| | Land use, planning and zoning | 47% | 49% | 51% | 50% | 41% | 52% | 45% |
| | Code enforcement | | | | | | | 62% |
| | Affordable high-speed internet access | | | | | | | 77% |
| | Garbage collection | | | | | | | 42% |
| | Drinking water | 83% | 89% | 89% | 85% | 90% | 86% | 86% |
| | Sewer services | 83% | 86% | 92% | 88% | 90% | 91% | 91% |
| | Storm water management | 70% | 67% | 77% | 66% | 80% | 77% | 87% |
| | Power (electric and/or gas) utility | | | | | | | 89% |
| | Utility billing | | | | | | | 82% |
| | Police/Sheriff services | 95% | 96% | 94% | 92% | 94% | 96% | 93% |
| | Crime prevention | 94% | 91% | 93% | 91% | 93% | 97% | 94% |
| | Animal control | 79% | 78% | 77% | 79% | 77% | 81% | 81% |
| | Ambulance or emergency medical services | 98% | 97% | 98% | 95% | 96% | 97% | 97% |
| | Fire services | 98% | 99% | 98% | 94% | 98% | 99% | 98% |
| | Fire prevention and education | 92% | 92% | 92% | 88% | 88% | 94% | 91% |
| | Emergency preparedness | 83% | 87% | 80% | 75% | 77% | 81% | 81% |
| | Preservation of natural areas | 60% | 64% | 70% | 64% | 60% | 63% | 69% |
| | Needham open space | | | | 63% | 60% | 62% | 70% |
| | Recycling | 84% | 84% | 82% | 80% | 82% | 81% | 80% |
| | Town parks | 78% | 88% | 89% | 82% | 86% | 89% | 78% |
| | Recreation programs or classes | 79% | 86% | 86% | 77% | 82% | 87% | 85% |
| | Recreation centers or facilities | | 68% | 65% | 69% | 72% | 79% | 75% |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Please rate the quality of each of the following services in Needham.** | Health services | 83% | 85% | 89% | 87% | 88% | 91% | 90% |
| | Public library services | 94% | 93% | 94% | 90% | 93% | 96% | 96% |
| | Overall customer service by Needham employees | 86% | 84% | 84% | 84% | 89% | 86% | 93% |
| **Please rate the following categories of Needham government performance.** | The value of services for the taxes paid to Needham | 62% | 61% | 67% | 65% | 65% | 66% | 65% |
| | The overall direction that Needham is taking | 60% | 65% | 70% | 67% | 62% | 70% | 66% |
| | The job Needham government does at welcoming resident involvement | 62% | 63% | 67% | 63% | 57% | 66% | 66% |
| | Overall confidence in Needham government | | | | 65% | 65% | 68% | 68% |
| | Generally acting in the best interest of the community | | | | 69% | 68% | 73% | 71% |
| | Being honest | | | | 72% | 72% | 73% | 74% |
| | Being open and transparent to the public | | | | | | | 68% |
| | Informing residents about issues facing the community | | | | | | | 64% |
| | Treating all residents fairly | | | | 69% | 66% | 73% | 76% |
| | Treating residents with respect | | | | | | | 83% |
| **Overall, how would you rate the quality of the services provided by each of the following?** | The Town of Needham | 85% | 89% | 90% | 85% | 90% | 91% | 82% |
| | The Federal Government | 43% | 50% | 55% | 50% | 52% | 51% | 57% |
| **Please rate how important, if at all, you think it is for the Needham community to focus on each of the following in the coming two years.** | Overall economic health | | | | 89% | 88% | 89% | 90% |
| | Overall quality of the transportation system | | | | | | | 78% |
| | Overall design or layout of residential and commercial areas | | | | 80% | 87% | 83% | 77% |
| | Overall quality of the utility infrastructure | | | | | | | 87% |
| | Overall feeling of safety | | | | 83% | 83% | 85% | 79% |
| | Overall quality of natural environment | | | | 83% | 86% | 81% | 79% |
| | Overall quality of parks and recreation opportunities | | | | | | | 82% |
| | Overall health and wellness opportunities | | | | 70% | 69% | 68% | 68% |
| | Overall opportunities for education, culture, and the arts | | | | 79% | 81% | 77% | 70% |

| | | |
|---|---|---|
| **Please rate how important, if at all, you think it is for the Needham community to focus on each of the following in the coming two years.** | Residents' connection and engagement with their community | 84% 80% 81% 68% |
| **In general, how many times do you:** | Access the internet from your home | 99% |
| | Access the internet from your cell phone | 94% |
| | Visit social media sites | 76% |
| | Use or check email | 99% |
| | Share your opinions online | 20% |
| | Shop online | 62% |
| | Please rate your overall health. | 77% 74% 76% 84% |
| | What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be: | 7% 15% 17% 34% 28% 35% 14% |

## Methods (open participation)

As part of its participation in The National Community Survey™ (The NCS™), the Town of Needham conducted a survey of 630 residents. Survey invitations were mailed to randomly selected households and data were collected from April 11th, 2022 to May 30th, 2022. The results from this main survey effort represent the most robust estimate of your residents' opinions.

After the above data collection period was underway, a link to an online open participation survey was publicized by the Town of Needham. The open participation survey was identical to the probability sample survey with two small updates; it included a map at the beginning asking where the respondent lives and also a question about where they heard about the survey. The open participation survey was open to all town residents and became available on May 16th, 2022. The survey remained open for 2 weeks and there were 128 responses.

The open participation survey data were not collected through a random sample and it is unknown who in the community was aware of the survey; therefore, a level of confidence in the representativeness of the sample cannot be estimated. However, to reduce bias where possible, these data were statistically weighted to match the demographic characteristics of the 2010 Census and 2019 American Community Survey estimates for adults in the Town of Needham. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.* The results of the weighting scheme for the open participation survey are presented in the following table.

* Pasek, J. (2010). ANES Weighting Algorithm. Retrieved from https://web.stanford.edu/group/iriss/cgi-bin/anesrake/resources/RakingDescription.pdf

| | | Unweighted | Weighted | Target* |
|---|---|---|---|---|
| Age | 18-34 | 2% | 12% | 17% |
| | 35-54 | 42% | 41% | 39% |
| | 55+ | 55% | 47% | 44% |
| Area | A | 7% | 7% | 10% |
| | B | 11% | 11% | 11% |
| | C | 6% | 10% | 8% |
| | D | 10% | 10% | 10% |
| | E | 8% | 10% | 9% |
| | F | 11% | 12% | 10% |
| | G | 10% | 10% | 9% |
| | H | 13% | 12% | 10% |
| | I | 14% | 6% | 9% |
| | J | 10% | 12% | 14% |
| Hispanic origin | No, not Spanish, Hispanic, or Latino | 98% | 99% | 97% |
| | Yes, I consider myself to be Spanish, Hispa.. | 2% | 1% | 3% |
| Housing tenure | Own | 98% | 92% | 83% |
| | Rent | 2% | 8% | 17% |
| Housing type | Attached | 6% | 23% | 23% |
| | Detached | 94% | 77% | 77% |
| Race & Hispanic origin | Not white alone | 9% | 14% | 13% |
| | White alone, not Hispanic or Latino | 91% | 86% | 87% |
| Sex | Female | 66% | 50% | 54% |
| | Male | 34% | 50% | 46% |
| Sex/age | Female 18-34 | 2% | 8% | 9% |
| | Female 35-54 | 27% | 19% | 20% |
| | Female 55+ | 37% | 24% | 24% |
| | Male 18-34 | 1% | 4% | 7% |
| | Male 35-54 | 15% | 23% | 19% |
| | Male 55+ | 19% | 23% | 20% |

## Open participation survey results

This dashboard contains a complete set of responses to each question on the open participation survey. By default, "don't know" responses are excluded, but may be added to the table using the response filter to the right. When a table for a question that only permitted a single response does not total to exactly 100%, it is due to the common practice of percentages being rounded to the nearest whole number.

| | | | |
|---|---|---|---|
| | In which Precinct of Needham do you live? (Refer to map above.) | 1 (Precinct A) | 7% |
| | | 2 (Precinct B) | 11% |
| | | 3 (Precinct C) | 10% |
| | | 4 (Precinct D) | 10% |
| | | 5 (Precinct E) | 10% |
| | | 6 (Precinct F) | 12% |
| | | 7 (Precinct G) | 10% |
| | | 8 (Precinct H) | 12% |
| | | 9 (Precinct I) | 6% |
| | | 10 (Precinct J) | 12% |
| **Please rate each of the following aspects of quality of life in Needham.** | Needham as a place to live | Excellent | 45% |
| | | Good | 55% |
| | | Fair | 0% |
| | Your neighborhood as a place to live | Excellent | 59% |
| | | Good | 34% |
| | | Fair | 8% |
| | | Poor | 0% |
| | Needham as a place to raise children | Excellent | 70% |
| | | Good | 24% |
| | | Fair | 5% |
| | Needham as a place to work | Excellent | 21% |
| | | Good | 61% |
| | | Fair | 15% |
| | | Poor | 3% |
| | Needham as a place to visit | Excellent | 7% |
| | | Good | 44% |
| | | Fair | 34% |
| | | Poor | 14% |

| | | | |
|---|---|---|---|
| **Please rate each of the following aspects of quality of life in Needham.** | Needham as a place to retire | Excellent | 8% |
| | | Good | 21% |
| | | Fair | 42% |
| | | Poor | 29% |
| | The overall quality of life | Excellent | 33% |
| | | Good | 61% |
| | | Fair | 5% |
| | Sense of community | Excellent | 19% |
| | | Good | 54% |
| | | Fair | 18% |
| | | Poor | 9% |
| **Please rate each of the following characteristics as they relate to Needham as a whole.** | Overall economic health | Excellent | 24% |
| | | Good | 64% |
| | | Fair | 11% |
| | | Poor | 1% |
| | Overall quality of the transportation system | Excellent | 9% |
| | | Good | 44% |
| | | Fair | 33% |
| | | Poor | 14% |
| | Overall design or layout of residential and commercial areas | Excellent | 10% |
| | | Good | 52% |
| | | Fair | 28% |
| | | Poor | 9% |
| | Overall quality of the utility infrastructure | Excellent | 40% |
| | | Good | 46% |
| | | Fair | 11% |
| | | Poor | 3% |
| | Overall feeling of safety | Excellent | 69% |
| | | Good | 28% |
| | | Fair | 2% |
| | | Poor | 0% |
| | Overall quality of natural environment | Excellent | 21% |

| | | | |
|---|---|---|---|
| **Please rate each of the following characteristics as they relate to Needham as a whole.** | Overall quality of natural environment | Good | 55% |
| | | Fair | 18% |
| | | Poor | 6% |
| | Overall quality of parks and recreation opportunities | Excellent | 24% |
| | | Good | 52% |
| | | Fair | 22% |
| | | Poor | 2% |
| | Overall health and wellness opportunities | Excellent | 22% |
| | | Good | 63% |
| | | Fair | 14% |
| | | Poor | 1% |
| | Overall opportunities for education, culture, and the arts | Excellent | 19% |
| | | Good | 52% |
| | | Fair | 24% |
| | | Poor | 5% |
| | Residents' connection and engagement with their community | Excellent | 12% |
| | | Good | 47% |
| | | Fair | 35% |
| | | Poor | 5% |
| **Please indicate how likely or unlikely you are to do each of the following.** | Recommend living in Needham to someone who asks | Very likely | 53% |
| | | Somewhat likely | 33% |
| | | Somewhat unlikely | 6% |
| | | Very unlikely | 8% |
| | Remain in Needham for the next five years | Very likely | 60% |
| | | Somewhat likely | 28% |
| | | Somewhat unlikely | 11% |
| | | Very unlikely | 0% |
| **Please rate how safe or unsafe you feel:** | In your neighborhood during the day | Very safe | 94% |
| | | Somewhat safe | 3% |
| | | Neither safe nor unsafe | 2% |
| | | Somewhat unsafe | 0% |
| | In Needham's downtown/commercial area during the day | Very safe | 95% |

| | | | |
|---|---|---|---|
| **Please rate how safe or unsafe you feel:** | In Needham's downtown/commercial area during the day | Somewhat safe | 3% |
| | | Neither safe nor unsafe | 2% |
| | From property crime | Very safe | 63% |
| | | Somewhat safe | 29% |
| | | Neither safe nor unsafe | 5% |
| | | Somewhat unsafe | 4% |
| | From violent crime | Very safe | 85% |
| | | Somewhat safe | 8% |
| | | Neither safe nor unsafe | 3% |
| | | Somewhat unsafe | 4% |
| | From fire, flood, or other natural disaster | Very safe | 61% |
| | | Somewhat safe | 29% |
| | | Neither safe nor unsafe | 8% |
| | | Somewhat unsafe | 0% |
| | | Very unsafe | 2% |
| **Please rate the job you feel the Needham community does at each of the following.** | Making all residents feel welcome | Excellent | 16% |
| | | Good | 51% |
| | | Fair | 24% |
| | | Poor | 9% |
| | Attracting people from diverse backgrounds | Excellent | 7% |
| | | Good | 24% |
| | | Fair | 37% |
| | | Poor | 32% |
| | Valuing/respecting residents from diverse backgrounds | Excellent | 15% |
| | | Good | 39% |
| | | Fair | 31% |
| | | Poor | 14% |
| | Taking care of vulnerable residents | Excellent | 13% |
| | | Good | 34% |
| | | Fair | 35% |
| | | Poor | 18% |
| **Please rate each of the following in the Needham community.** | Overall quality of business and service establishments | Excellent | 18% |

| | | | |
|---|---|---|---|
| **Please rate each of the following in the Needham community.** | Overall quality of business and service establishments | Good | 56% |
| | | Fair | 19% |
| | | Poor | 8% |
| | Variety of business and service establishments | Excellent | 7% |
| | | Good | 29% |
| | | Fair | 36% |
| | | Poor | 28% |
| | Vibrancy of downtown/commercial area | Excellent | 12% |
| | | Good | 24% |
| | | Fair | 42% |
| | | Poor | 22% |
| | Employment opportunities | Excellent | 3% |
| | | Good | 45% |
| | | Fair | 44% |
| | | Poor | 8% |
| | Shopping opportunities | Excellent | 3% |
| | | Good | 19% |
| | | Fair | 46% |
| | | Poor | 32% |
| | Cost of living | Good | 12% |
| | | Fair | 42% |
| | | Poor | 47% |
| | Overall image or reputation | Excellent | 28% |
| | | Good | 49% |
| | | Fair | 23% |
| | | Poor | 0% |
| **Please also rate each of the following in the Needham community.** | Traffic flow on major streets | Excellent | 4% |
| | | Good | 52% |
| | | Fair | 28% |
| | | Poor | 15% |
| | Ease of public parking | Excellent | 16% |
| | | Good | 52% |

| | | | |
|---|---|---|---|
| **Please also rate each of the following in the Needham community.** | Ease of public parking | Fair | 20% |
| | | Poor | 11% |
| | Ease of travel by car | Excellent | 31% |
| | | Good | 59% |
| | | Fair | 7% |
| | | Poor | 3% |
| | Ease of travel by public transportation | Excellent | 11% |
| | | Good | 29% |
| | | Fair | 17% |
| | | Poor | 44% |
| | Ease of travel by bicycle | Excellent | 5% |
| | | Good | 29% |
| | | Fair | 34% |
| | | Poor | 32% |
| | Ease of walking | Excellent | 26% |
| | | Good | 52% |
| | | Fair | 19% |
| | | Poor | 3% |
| | Well-planned residential growth | Excellent | 5% |
| | | Good | 26% |
| | | Fair | 28% |
| | | Poor | 41% |
| | Well-planned commercial growth | Excellent | 4% |
| | | Good | 31% |
| | | Fair | 42% |
| | | Poor | 23% |
| | Well-designed neighborhoods | Excellent | 6% |
| | | Good | 48% |
| | | Fair | 36% |
| | | Poor | 10% |
| | Preservation of the historical or cultural character of the community | Excellent | 7% |
| | | Good | 43% |

| | | | |
|---|---|---|---|
| **Please also rate each of the following in the Needham community.** | Preservation of the historical or cultural character of the community | Fair | 32% |
| | | Poor | 18% |
| | Public places where people want to spend time | Excellent | 11% |
| | | Good | 43% |
| | | Fair | 39% |
| | | Poor | 7% |
| | Variety of housing options | Excellent | 1% |
| | | Good | 20% |
| | | Fair | 21% |
| | | Poor | 58% |
| | Availability of affordable quality housing | Excellent | 1% |
| | | Good | 10% |
| | | Fair | 22% |
| | | Poor | 67% |
| | Overall quality of new development | Excellent | 4% |
| | | Good | 42% |
| | | Fair | 27% |
| | | Poor | 27% |
| | Overall appearance | Excellent | 19% |
| | | Good | 58% |
| | | Fair | 19% |
| | | Poor | 5% |
| | Cleanliness | Excellent | 35% |
| | | Good | 59% |
| | | Fair | 6% |
| | Water resources | Excellent | 11% |
| | | Good | 57% |
| | | Fair | 26% |
| | | Poor | 7% |
| | Air quality | Excellent | 40% |
| | | Good | 51% |
| | | Fair | 5% |

| | | | |
|---|---|---|---|
| **Please also rate each of the following in the Needham community.** | Air quality | Poor | 4% |
| | Availability of paths and walking trails | Excellent | 22% |
| | | Good | 51% |
| | | Fair | 19% |
| | | Poor | 8% |
| | Fitness opportunities | Excellent | 12% |
| | | Good | 45% |
| | | Fair | 35% |
| | | Poor | 8% |
| | Recreational opportunities | Excellent | 9% |
| | | Good | 53% |
| | | Fair | 32% |
| | | Poor | 7% |
| | Availability of affordable quality food | Excellent | 6% |
| | | Good | 47% |
| | | Fair | 32% |
| | | Poor | 15% |
| | Availability of affordable quality health care | Excellent | 43% |
| | | Good | 36% |
| | | Fair | 11% |
| | | Poor | 10% |
| | Availability of preventive health services | Excellent | 32% |
| | | Good | 48% |
| | | Fair | 19% |
| | | Poor | 1% |
| | Availability of affordable quality mental health care | Excellent | 20% |
| | | Good | 38% |
| | | Fair | 26% |
| | | Poor | 16% |
| | Opportunities to attend cultural/arts/music activities | Excellent | 10% |
| | | Good | 40% |
| | | Fair | 33% |

| | | | |
|---|---|---|---|
| **Please also rate each of the following in the Needham community.** | Opportunities to attend cultural/arts/music activities | Poor | 18% |
| | Community support for the arts | Excellent | 13% |
| | | Good | 44% |
| | | Fair | 35% |
| | | Poor | 8% |
| | Availability of affordable quality childcare/preschool | Excellent | 12% |
| | | Good | 29% |
| | | Fair | 31% |
| | | Poor | 29% |
| | K-12 education | Excellent | 56% |
| | | Good | 41% |
| | | Fair | 3% |
| | Adult educational opportunities | Excellent | 31% |
| | | Good | 51% |
| | | Fair | 18% |
| | Sense of civic/community pride | Excellent | 25% |
| | | Good | 54% |
| | | Fair | 16% |
| | | Poor | 4% |
| | Neighborliness of residents | Excellent | 17% |
| | | Good | 54% |
| | | Fair | 24% |
| | | Poor | 5% |
| | Opportunities to participate in social events and activities | Excellent | 7% |
| | | Good | 54% |
| | | Fair | 34% |
| | | Poor | 4% |
| | Opportunities to attend special events and festivals | Excellent | 8% |
| | | Good | 52% |
| | | Fair | 39% |
| | | Poor | 1% |
| | Opportunities to volunteer | Excellent | 28% |

| | | | |
|---|---|---|---|
| **Please also rate each of the following in the Needham community.** | Opportunities to volunteer | Good | 43% |
| | | Fair | 28% |
| | | Poor | 1% |
| | Opportunities to participate in community matters | Excellent | 21% |
| | | Good | 51% |
| | | Fair | 19% |
| | | Poor | 9% |
| | Openness and acceptance of the community toward people of diverse backgrounds | Excellent | 9% |
| | | Good | 38% |
| | | Fair | 35% |
| | | Poor | 18% |
| **Please indicate whether or not you have done each of the following in the last 12 months.** | Contacted the Town of Needham for help or information | No | 23% |
| | | Yes | 77% |
| | Contacted Needham elected officials to express your opinion | No | 51% |
| | | Yes | 49% |
| | Attended a local public meeting | No | 52% |
| | | Yes | 48% |
| | Watched a local public meeting | No | 42% |
| | | Yes | 58% |
| | Volunteered your time to some group/activity | No | 42% |
| | | Yes | 58% |
| | Campaigned or advocated for a local issue, cause, or candidate | No | 67% |
| | | Yes | 33% |
| | Voted in your most recent local election | No | 22% |
| | | Yes | 78% |
| | Used public transportation instead of driving | No | 53% |
| | | Yes | 47% |
| | Carpooled with other adults or children instead of driving alone | No | 60% |
| | | Yes | 40% |
| | Walked or biked instead of driving | No | 18% |
| | | Yes | 82% |
| **Please rate the quality of each of the following services in Needham.** | Public information services | Excellent | 8% |

| | | | |
|---|---|---|---|
| **Please rate the quality of each of the following services in Needham.** | Public information services | Good | 63% |
| | | Fair | 24% |
| | | Poor | 4% |
| | Economic development | Excellent | 4% |
| | | Good | 61% |
| | | Fair | 33% |
| | | Poor | 3% |
| | Traffic enforcement | Excellent | 11% |
| | | Good | 51% |
| | | Fair | 24% |
| | | Poor | 14% |
| | Traffic signal timing | Excellent | 5% |
| | | Good | 55% |
| | | Fair | 24% |
| | | Poor | 16% |
| | Street repair | Excellent | 2% |
| | | Good | 51% |
| | | Fair | 37% |
| | | Poor | 10% |
| | Street cleaning | Excellent | 9% |
| | | Good | 74% |
| | | Fair | 16% |
| | | Poor | 1% |
| | Street lighting | Excellent | 9% |
| | | Good | 66% |
| | | Fair | 20% |
| | | Poor | 6% |
| | Snow removal | Excellent | 34% |
| | | Good | 59% |
| | | Fair | 5% |
| | | Poor | 2% |
| | Sidewalk maintenance | Excellent | 14% |

| | | | |
|---|---|---|---|
| **Please rate the quality of each of the following services in Needham.** | Sidewalk maintenance | Good | 50% |
| | | Fair | 16% |
| | | Poor | 20% |
| | Bus or transit services | Excellent | 9% |
| | | Good | 36% |
| | | Fair | 21% |
| | | Poor | 34% |
| | Land use, planning and zoning | Excellent | 1% |
| | | Good | 33% |
| | | Fair | 36% |
| | | Poor | 30% |
| | Code enforcement | Excellent | 1% |
| | | Good | 44% |
| | | Fair | 42% |
| | | Poor | 13% |
| | Affordable high-speed internet access | Excellent | 35% |
| | | Good | 42% |
| | | Fair | 17% |
| | | Poor | 6% |
| | Garbage collection | Excellent | 10% |
| | | Good | 22% |
| | | Fair | 9% |
| | | Poor | 59% |
| | Drinking water | Excellent | 54% |
| | | Good | 30% |
| | | Fair | 11% |
| | | Poor | 5% |
| | Sewer services | Excellent | 44% |
| | | Good | 49% |
| | | Fair | 5% |
| | | Poor | 2% |
| | Storm water management | Excellent | 30% |

| | | | |
|---|---|---|---|
| **Please rate the quality of each of the following services in Needham.** | Storm water management | Good | 66% |
| | | Fair | 2% |
| | | Poor | 2% |
| | Power (electric and/or gas) utility | Excellent | 40% |
| | | Good | 44% |
| | | Fair | 14% |
| | | Poor | 2% |
| | Utility billing | Excellent | 26% |
| | | Good | 52% |
| | | Fair | 21% |
| | | Poor | 2% |
| | Police/Sheriff services | Excellent | 32% |
| | | Good | 48% |
| | | Fair | 19% |
| | | Poor | 0% |
| | Crime prevention | Excellent | 43% |
| | | Good | 50% |
| | | Fair | 7% |
| | Animal control | Excellent | 35% |
| | | Good | 45% |
| | | Fair | 18% |
| | | Poor | 2% |
| | Ambulance or emergency medical services | Excellent | 54% |
| | | Good | 45% |
| | | Fair | 1% |
| | Fire services | Excellent | 52% |
| | | Good | 44% |
| | | Fair | 3% |
| | Fire prevention and education | Excellent | 41% |
| | | Good | 39% |
| | | Fair | 17% |
| | | Poor | 3% |

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|---|---|---|---|
| **Please rate the quality of each of the following services in Needham.** | Emergency preparedness | Excellent | 30% |
| | | Good | 31% |
| | | Fair | 25% |
| | | Poor | 14% |
| | Preservation of natural areas | Excellent | 13% |
| | | Good | 38% |
| | | Fair | 36% |
| | | Poor | 12% |
| | Needham open space | Excellent | 12% |
| | | Good | 47% |
| | | Fair | 33% |
| | | Poor | 8% |
| | Recycling | Excellent | 25% |
| | | Good | 43% |
| | | Fair | 25% |
| | | Poor | 6% |
| | Town parks | Excellent | 24% |
| | | Good | 45% |
| | | Fair | 30% |
| | | Poor | 1% |
| | Recreation programs or classes | Excellent | 21% |
| | | Good | 62% |
| | | Fair | 16% |
| | | Poor | 1% |
| | Recreation centers or facilities | Excellent | 17% |
| | | Good | 54% |
| | | Fair | 25% |
| | | Poor | 4% |
| | Health services | Excellent | 33% |
| | | Good | 53% |
| | | Fair | 14% |
| | | Poor | 0% |

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|---|---|---|---|
| **Please rate the quality of each of the following services in Needham.** | Public library services | Excellent | 62% |
| | | Good | 30% |
| | | Fair | 7% |
| | Overall customer service by Needham employees | Excellent | 39% |
| | | Good | 55% |
| | | Fair | 6% |
| **Please rate the following categories of Needham government performance.** | The value of services for the taxes paid to Needham | Excellent | 20% |
| | | Good | 41% |
| | | Fair | 29% |
| | | Poor | 10% |
| | The overall direction that Needham is taking | Excellent | 10% |
| | | Good | 30% |
| | | Fair | 46% |
| | | Poor | 13% |
| | The job Needham government does at welcoming resident involvement | Excellent | 9% |
| | | Good | 48% |
| | | Fair | 27% |
| | | Poor | 17% |
| | Overall confidence in Needham government | Excellent | 16% |
| | | Good | 31% |
| | | Fair | 31% |
| | | Poor | 22% |
| | Generally acting in the best interest of the community | Excellent | 21% |
| | | Good | 31% |
| | | Fair | 24% |
| | | Poor | 24% |
| | Being honest | Excellent | 20% |
| | | Good | 39% |
| | | Fair | 28% |
| | | Poor | 13% |
| | Being open and transparent to the public | Excellent | 15% |
| | | Good | 43% |

| | | | |
|---|---|---|---|
| **Please rate the following categories of Needham government performance.** | Being open and transparent to the public | Fair | 23% |
| | | Poor | 19% |
| | Informing residents about issues facing the community | Excellent | 14% |
| | | Good | 38% |
| | | Fair | 25% |
| | | Poor | 23% |
| | Treating all residents fairly | Excellent | 19% |
| | | Good | 49% |
| | | Fair | 20% |
| | | Poor | 12% |
| | Treating residents with respect | Excellent | 22% |
| | | Good | 57% |
| | | Fair | 19% |
| | | Poor | 2% |
| **Overall, how would you rate the quality of the services provided by each of the following?** | The Town of Needham | Excellent | 25% |
| | | Good | 47% |
| | | Fair | 24% |
| | | Poor | 4% |
| | The Federal Government | Excellent | 5% |
| | | Good | 44% |
| | | Fair | 40% |
| | | Poor | 12% |
| **Please rate how important, if at all, you think it is for the Needham community to focus on each of the following in the coming two years.** | Overall economic health | Essential | 41% |
| | | Very important | 49% |
| | | Somewhat important | 9% |
| | Overall quality of the transportation system | Essential | 35% |
| | | Very important | 41% |
| | | Somewhat important | 23% |
| | | Not at all important | 1% |
| | Overall design or layout of residential and commercial areas | Essential | 44% |
| | | Very important | 41% |
| | | Somewhat important | 14% |

| | | | |
|---|---|---|---|
| **Please rate how important, if at all, you think it is for the Needham community to focus on each of the following in the coming two years.** | Overall design or layout of residential and commercial areas | Not at all important | 0% |
| | Overall quality of the utility infrastructure | Essential | 42% |
| | | Very important | 38% |
| | | Somewhat important | 20% |
| | | Not at all important | 0% |
| | Overall feeling of safety | Essential | 37% |
| | | Very important | 38% |
| | | Somewhat important | 17% |
| | | Not at all important | 8% |
| | Overall quality of natural environment | Essential | 37% |
| | | Very important | 56% |
| | | Somewhat important | 7% |
| | Overall quality of parks and recreation opportunities | Essential | 26% |
| | | Very important | 58% |
| | | Somewhat important | 15% |
| | | Not at all important | 0% |
| | Overall health and wellness opportunities | Essential | 10% |
| | | Very important | 59% |
| | | Somewhat important | 25% |
| | | Not at all important | 5% |
| | Overall opportunities for education, culture, and the arts | Essential | 22% |
| | | Very important | 46% |
| | | Somewhat important | 24% |
| | | Not at all important | 7% |
| | Residents' connection and engagement with their community | Essential | 20% |
| | | Very important | 50% |
| | | Somewhat important | 28% |
| | | Not at all important | 2% |
| **Please indicate whether or not you currently perceive barriers to living in Needham based on each of the following.** | Age | No | 74% |
| | | Yes | 26% |
| | Gender | No | 100% |
| | Race | No | 59% |

| | | | |
|---|---|---|---|
| **Please indicate whether or not you currently perceive barriers to living in Needham based on each of the following.** | Race | Yes | 41% |
| | National origin | No | 66% |
| | | Yes | 34% |
| | Religion | No | 92% |
| | | Yes | 8% |
| | Disability | No | 73% |
| | | Yes | 27% |
| | Sexual orientation or gender identity | No | 89% |
| | | Yes | 11% |
| **In the last year, how often, if at all, did you worry about you, someone in your family or any other person of your same race, ethnicity or nationality experiencing unfair treatment because of your race, ethnicity, or color?** | You personally | Most of the time | 4% |
| | | Some of the time | 2% |
| | | Rarely | 9% |
| | | Never | 84% |
| | Someone in your family | Most of the time | 4% |
| | | Some of the time | 3% |
| | | Rarely | 15% |
| | | Never | 78% |
| | Another person | Most of the time | 5% |
| | | Some of the time | 30% |
| | | Rarely | 11% |
| | | Never | 54% |
| **How strongly do you agree or disagree with the following statements about your neighborhood.** | My neighborhood is a great place to live | Strongly agree | 58% |
| | | Somewhat agree | 41% |
| | | Somewhat disagree | 1% |
| | | Strongly disagree | 0% |
| | I recognize a lot of the people who live in my neighborhood | Strongly agree | 35% |
| | | Somewhat agree | 47% |
| | | Somewhat disagree | 9% |
| | | Strongly disagree | 9% |
| | I recognize most of the people who live on my block | Strongly agree | 52% |
| | | Somewhat agree | 28% |
| | | Somewhat disagree | 11% |

| | | | |
|---|---|---|---|
| **How strongly do you agree or disagree with the following statements about your neighborhood.** | I recognize most of the people who live on my block | Strongly disagree | 9% |
| | It is easy to meet and socialize with my neighbors | Strongly agree | 21% |
| | | Somewhat agree | 31% |
| | | Somewhat disagree | 34% |
| | | Strongly disagree | 14% |
| | I feel connected to my neighborhood | Strongly agree | 32% |
| | | Somewhat agree | 34% |
| | | Somewhat disagree | 24% |
| | | Strongly disagree | 9% |
| | If there were a problem, neighbors would come together to try and solve it | Strongly agree | 32% |
| | | Somewhat agree | 43% |
| | | Somewhat disagree | 14% |
| | | Strongly disagree | 10% |
| | I like to help my neighbors when they need it | Strongly agree | 57% |
| | | Somewhat agree | 42% |
| | | Somewhat disagree | 1% |
| | I can rely on my neighbors to help when I need it | Strongly agree | 40% |
| | | Somewhat agree | 41% |
| | | Somewhat disagree | 18% |
| | | Strongly disagree | 1% |
| | I trust my neighbors | Strongly agree | 64% |
| | | Somewhat agree | 25% |
| | | Somewhat disagree | 10% |
| | I feel like I belong in my neighborhood | Strongly agree | 54% |
| | | Somewhat agree | 37% |
| | | Somewhat disagree | 9% |
| | | Strongly disagree | 0% |
| | I regularly communicate with my neighbors online | Strongly agree | 5% |
| | | Somewhat agree | 24% |
| | | Somewhat disagree | 26% |
| | | Strongly disagree | 45% |
| | I regularly communicate with my neighbors in person | Strongly agree | 33% |

| | | | |
|---|---|---|---|
| **How strongly do you agree or disagree with the following statements about your neighborhood.** | I regularly communicate with my neighbors in person | Somewhat agree | 34% |
| | | Somewhat disagree | 23% |
| | | Strongly disagree | 10% |
| | How familiar are you with the Town's efforts to make people of all races feel welcome? | Very familiar | 16% |
| | | Somewhat familiar | 40% |
| | | Not familiar at all | 44% |
| **In general, how many times do you:** | Access the internet from your home | Several times a day | 97% |
| | | Once a day | 2% |
| | | A few times a week | 0% |
| | | Less often or never | 0% |
| | Access the internet from your cell phone | Several times a day | 89% |
| | | Once a day | 2% |
| | | A few times a week | 7% |
| | | Less often or never | 3% |
| | Visit social media sites | Several times a day | 55% |
| | | Once a day | 12% |
| | | A few times a week | 9% |
| | | Every few weeks | 6% |
| | | Less often or never | 19% |
| | Use or check email | Several times a day | 96% |
| | | Once a day | 3% |
| | | A few times a week | 2% |
| | Share your opinions online | Several times a day | 9% |
| | | Once a day | 4% |
| | | A few times a week | 12% |
| | | Every few weeks | 23% |
| | | Less often or never | 52% |
| | Shop online | Several times a day | 13% |
| | | Once a day | 15% |
| | | A few times a week | 33% |
| | | Every few weeks | 28% |
| | | Less often or never | 11% |

| | | | |
|---|---|---|---|
| | Please rate your overall health. | Excellent | 46% |
| | | Very good | 46% |
| | | Good | 8% |
| | | Fair | 0% |
| | What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be: | Very positive | 3% |
| | | Somewhat positive | 6% |
| | | Neutral | 41% |
| | | Somewhat negative | 40% |
| | | Very negative | 9% |
| | How many years have you lived in Needham? | Less than 2 years | 8% |
| | | 2-5 years | 7% |
| | | 6-10 years | 16% |
| | | 11-20 years | 20% |
| | | More than 20 years | 49% |
| | Which best describes the building you live in? | One family house detached from any other houses | 74% |
| | | Building with two or more homes (duplex, townhome, apa.. | 22% |
| | | Other | 4% |
| | Do you rent or own your home? | Rent | 8% |
| | | Own | 92% |
| **About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?** | About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)? | Less than $500 | 1% |
| | | $500 to $999 | 6% |
| | | $1,000 to $1,499 | 6% |
| | | $1,500 to $1,999 | 6% |
| | | $2,000 to $2,499 | 13% |
| | | $2,500 to $2,999 | 12% |
| | | $3,000 to $3,499 | 10% |
| | | $3,500 or more | 46% |
| | Do any children 17 or under live in your household? | No | 47% |
| | | Yes | 53% |
| | Are you or any other members of your household aged 65 or older? | No | 65% |
| | | Yes | 35% |
| | How much do you anticipate your household's total income before taxes will be for the current year? | Less than $25,000 | 4% |

| | | | |
|---|---|---|---|
| | How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.) | $25,000 to $49,999 | 3% |
| | | $50,000 to $74,999 | 4% |
| | | $75,000 to $99,999 | 9% |
| | | $100,000 to $149,999 | 14% |
| | | $150,000 or more | 66% |
| **Are you Spanish, Hispanic, or Latino?** | Are you Spanish, Hispanic or Latino? | No, not Spanish, Hispanic, or Latino | 99% |
| | | Yes, I consider myself to be Spanish, Hispanic, or Latino | 1% |
| | What is your race? (Mark one or more races to indicate what race you consider yourself to be.) | American Indian or Alaskan Native | 1% |
| | | Asian, Asian Indian, or Pacific Islander | 11% |
| | | Black or African American | 0% |
| | | White | 87% |
| | | Other | 1% |
| | In which category is your age? | 25-34 years | 12% |
| | | 35-44 years | 20% |
| | | 45-54 years | 21% |
| | | 55-64 years | 19% |
| | | 65-74 years | 19% |
| | | 75 years or older | 9% |
| | What is your gender? | Female | 50% |
| | | Male | 50% |
| | How did you hear about this survey? (Select all that apply.) | The Town's website | 14% |
| | | The Town's social media (Facebook, Twitter, Instagram,.. | 12% |
| | | Received an email from the Town | 56% |
| | | In a Town newsletter or utility bill | 19% |
| | | In my Facebook feed | 2% |
| | | Saw it on a video of a public meeting or at a meeting I atten.. | 0% |
| | | Saw it in a newspaper article or ad (hard copy or online) | 0% |
| | | Heard about it from a family member, friend or neighbor | 1% |
| | | Heard about it from a business or social organization in my co.. | 0% |
| | | Polco's weekly email | 4% |
| | | On my Polco feed | 0% |
| | | Other | 4% |

# The Town of Needham 2022 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

**1. Please rate each of the following aspects of quality of life in Needham.**

| | Excellent | Good | Fair | Poor | Don't know |
|---|---|---|---|---|---|
| Needham as a place to live | 1 | 2 | 3 | 4 | 5 |
| Your neighborhood as a place to live | 1 | 2 | 3 | 4 | 5 |
| Needham as a place to raise children | 1 | 2 | 3 | 4 | 5 |
| Needham as a place to work | 1 | 2 | 3 | 4 | 5 |
| Needham as a place to visit | 1 | 2 | 3 | 4 | 5 |
| Needham as a place to retire | 1 | 2 | 3 | 4 | 5 |
| The overall quality of life in Needham | 1 | 2 | 3 | 4 | 5 |
| Sense of community | 1 | 2 | 3 | 4 | 5 |

**2. Please rate each of the following characteristics as they relate to Needham as a whole.**

| | Excellent | Good | Fair | Poor | Don't know |
|---|---|---|---|---|---|
| Overall economic health of Needham | 1 | 2 | 3 | 4 | 5 |
| Overall quality of the transportation system (auto, bicycle, foot, bus) in Needham | 1 | 2 | 3 | 4 | 5 |
| Overall design or layout of Needham's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.) | 1 | 2 | 3 | 4 | 5 |
| Overall quality of the utility infrastructure in Needham (water, sewer, storm water, electric/gas, broadband) | 1 | 2 | 3 | 4 | 5 |
| Overall feeling of safety in Needham | 1 | 2 | 3 | 4 | 5 |
| Overall quality of natural environment in Needham | 1 | 2 | 3 | 4 | 5 |
| Overall quality of parks and recreation opportunities | 1 | 2 | 3 | 4 | 5 |
| Overall health and wellness opportunities in Needham | 1 | 2 | 3 | 4 | 5 |
| Overall opportunities for education, culture, and the arts | 1 | 2 | 3 | 4 | 5 |
| Residents' connection and engagement with their community | 1 | 2 | 3 | 4 | 5 |

**3. Please indicate how likely or unlikely you are to do each of the following.**

| | Very likely | Somewhat likely | Somewhat unlikely | Very unlikely | Don't know |
|---|---|---|---|---|---|
| Recommend living in Needham to someone who asks | 1 | 2 | 3 | 4 | 5 |
| Remain in Needham for the next five years | 1 | 2 | 3 | 4 | 5 |

**4. Please rate how safe or unsafe you feel:**

| | Very safe | Somewhat safe | Neither safe nor unsafe | Somewhat unsafe | Very unsafe | Don't know |
|---|---|---|---|---|---|---|
| In your neighborhood during the day | 1 | 2 | 3 | 4 | 5 | 6 |
| In Needham's downtown/commercial area during the day | 1 | 2 | 3 | 4 | 5 | 6 |
| From property crime | 1 | 2 | 3 | 4 | 5 | 6 |
| From violent crime | 1 | 2 | 3 | 4 | 5 | 6 |
| From fire, flood, or other natural disaster | 1 | 2 | 3 | 4 | 5 | 6 |

**5. Please rate the job you feel the Needham community does at each of the following.**

| | Excellent | Good | Fair | Poor | Don't know |
|---|---|---|---|---|---|
| Making all residents feel welcome | 1 | 2 | 3 | 4 | 5 |
| Attracting people from diverse backgrounds | 1 | 2 | 3 | 4 | 5 |
| Valuing/respecting residents from diverse backgrounds | 1 | 2 | 3 | 4 | 5 |
| Taking care of vulnerable residents (elderly, disabled, homeless, etc.) | 1 | 2 | 3 | 4 | 5 |

**6. Please rate each of the following in the Needham community.**

| | Excellent | Good | Fair | Poor | Don't know |
|---|---|---|---|---|---|
| Overall quality of business and service establishments in Needham | 1 | 2 | 3 | 4 | 5 |
| Variety of business and service establishments in Needham | 1 | 2 | 3 | 4 | 5 |
| Vibrancy of downtown/commercial area | 1 | 2 | 3 | 4 | 5 |
| Employment opportunities | 1 | 2 | 3 | 4 | 5 |
| Shopping opportunities | 1 | 2 | 3 | 4 | 5 |
| Cost of living in Needham | 1 | 2 | 3 | 4 | 5 |
| Overall image or reputation of Needham | 1 | 2 | 3 | 4 | 5 |

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**7. Please also rate each of the following in the Needham community.**

| | Excellent | Good | Fair | Poor | Don't know |
|---|---|---|---|---|---|
| Traffic flow on major streets | 1 | 2 | 3 | 4 | 5 |
| Ease of public parking | 1 | 2 | 3 | 4 | 5 |
| Ease of travel by car in Needham | 1 | 2 | 3 | 4 | 5 |
| Ease of travel by public transportation in Needham | 1 | 2 | 3 | 4 | 5 |
| Ease of travel by bicycle in Needham | 1 | 2 | 3 | 4 | 5 |
| Ease of walking in Needham | 1 | 2 | 3 | 4 | 5 |
| Well-planned residential growth | 1 | 2 | 3 | 4 | 5 |
| Well-planned commercial growth | 1 | 2 | 3 | 4 | 5 |
| Well-designed neighborhoods | 1 | 2 | 3 | 4 | 5 |
| Preservation of the historical or cultural character of the community | 1 | 2 | 3 | 4 | 5 |
| Public places where people want to spend time | 1 | 2 | 3 | 4 | 5 |
| Variety of housing options | 1 | 2 | 3 | 4 | 5 |
| Availability of affordable quality housing | 1 | 2 | 3 | 4 | 5 |
| Overall quality of new development in Needham | 1 | 2 | 3 | 4 | 5 |
| Overall appearance of Needham | 1 | 2 | 3 | 4 | 5 |
| Cleanliness of Needham | 1 | 2 | 3 | 4 | 5 |
| Water resources (beaches, lakes, ponds, riverways, etc.) | 1 | 2 | 3 | 4 | 5 |
| Air quality | 1 | 2 | 3 | 4 | 5 |
| Availability of paths and walking trails | 1 | 2 | 3 | 4 | 5 |
| Fitness opportunities (including exercise classes and paths or trails, etc.) | 1 | 2 | 3 | 4 | 5 |
| Recreational opportunities | 1 | 2 | 3 | 4 | 5 |
| Availability of affordable quality food | 1 | 2 | 3 | 4 | 5 |
| Availability of affordable quality health care | 1 | 2 | 3 | 4 | 5 |
| Availability of preventive health services | 1 | 2 | 3 | 4 | 5 |
| Availability of affordable quality mental health care | 1 | 2 | 3 | 4 | 5 |
| Opportunities to attend cultural/arts/music activities | 1 | 2 | 3 | 4 | 5 |
| Community support for the arts | 1 | 2 | 3 | 4 | 5 |
| Availability of affordable quality childcare/preschool | 1 | 2 | 3 | 4 | 5 |
| K-12 education | 1 | 2 | 3 | 4 | 5 |
| Adult educational opportunities | 1 | 2 | 3 | 4 | 5 |
| Sense of civic/community pride | 1 | 2 | 3 | 4 | 5 |
| Neighborliness of residents in Needham | 1 | 2 | 3 | 4 | 5 |
| Opportunities to participate in social events and activities | 1 | 2 | 3 | 4 | 5 |
| Opportunities to attend special events and festivals | 1 | 2 | 3 | 4 | 5 |
| Opportunities to volunteer | 1 | 2 | 3 | 4 | 5 |
| Opportunities to participate in community matters | 1 | 2 | 3 | 4 | 5 |
| Openness and acceptance of the community toward people of diverse backgrounds | 1 | 2 | 3 | 4 | 5 |

**8. Please indicate whether or not you have done each of the following in the last 12 months.**

| | No | Yes |
|---|---|---|
| Contacted the Town of Needham (in-person, phone, email, or web) for help or information | 1 | 2 |
| Contacted Needham elected officials (in-person, phone, email, or web) to express your opinion | 1 | 2 |
| Attended a local public meeting (of local elected officials like Select Board, advisory boards, town halls, HOA, neighborhood watch, etc.) | 1 | 2 |
| Watched (online or on television) a local public meeting | 1 | 2 |
| Volunteered your time to some group/activity in Needham | 1 | 2 |
| Campaigned or advocated for a local issue, cause, or candidate | 1 | 2 |
| Voted in your most recent local election | 1 | 2 |
| Used bus, rail, subway, or other public transportation instead of driving | 1 | 2 |
| Carpooled with other adults or children instead of driving alone | 1 | 2 |
| Walked or biked instead of driving | 1 | 2 |

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**9. Please rate the quality of each of the following services in Needham.**

| | Excellent | Good | Fair | Poor | Don't know |
|---|---|---|---|---|---|
| Public information services | 1 | 2 | 3 | 4 | 5 |
| Economic development | 1 | 2 | 3 | 4 | 5 |
| Traffic enforcement | 1 | 2 | 3 | 4 | 5 |
| Traffic signal timing | 1 | 2 | 3 | 4 | 5 |
| Street repair | 1 | 2 | 3 | 4 | 5 |
| Street cleaning | 1 | 2 | 3 | 4 | 5 |
| Street lighting | 1 | 2 | 3 | 4 | 5 |
| Snow removal | 1 | 2 | 3 | 4 | 5 |
| Sidewalk maintenance | 1 | 2 | 3 | 4 | 5 |
| Bus or transit services | 1 | 2 | 3 | 4 | 5 |
| Land use, planning, and zoning | 1 | 2 | 3 | 4 | 5 |
| Code enforcement (weeds, abandoned buildings, etc.) | 1 | 2 | 3 | 4 | 5 |
| Affordable high-speed internet access | 1 | 2 | 3 | 4 | 5 |
| Garbage collection | 1 | 2 | 3 | 4 | 5 |
| Drinking water | 1 | 2 | 3 | 4 | 5 |
| Sewer services | 1 | 2 | 3 | 4 | 5 |
| Storm water management (storm drainage, dams, levees, etc.) | 1 | 2 | 3 | 4 | 5 |
| Power (electric and/or gas) utility | 1 | 2 | 3 | 4 | 5 |
| Utility billing | 1 | 2 | 3 | 4 | 5 |
| Police/Sheriff services | 1 | 2 | 3 | 4 | 5 |
| Crime prevention | 1 | 2 | 3 | 4 | 5 |
| Animal control | 1 | 2 | 3 | 4 | 5 |
| Ambulance or emergency medical services | 1 | 2 | 3 | 4 | 5 |
| Fire services | 1 | 2 | 3 | 4 | 5 |
| Fire prevention and education | 1 | 2 | 3 | 4 | 5 |
| Emergency preparedness (services that prepare the community for natural disasters or other emergency situations) | 1 | 2 | 3 | 4 | 5 |
| Preservation of natural areas (open space, farmlands, and greenbelts) | 1 | 2 | 3 | 4 | 5 |
| Needham open space | 1 | 2 | 3 | 4 | 5 |
| Recycling | 1 | 2 | 3 | 4 | 5 |
| Town parks | 1 | 2 | 3 | 4 | 5 |
| Recreation programs or classes | 1 | 2 | 3 | 4 | 5 |
| Recreation centers or facilities | 1 | 2 | 3 | 4 | 5 |
| Health services | 1 | 2 | 3 | 4 | 5 |
| Public library services | 1 | 2 | 3 | 4 | 5 |
| Overall customer service by Needham employees (police, receptionists, planners, etc.) | 1 | 2 | 3 | 4 | 5 |

**10. Please rate the following categories of Needham government performance.**

| | Excellent | Good | Fair | Poor | Don't know |
|---|---|---|---|---|---|
| The value of services for the taxes paid to Needham | 1 | 2 | 3 | 4 | 5 |
| The overall direction that Needham is taking | 1 | 2 | 3 | 4 | 5 |
| The job Needham government does at welcoming resident involvement | 1 | 2 | 3 | 4 | 5 |
| Overall confidence in Needham government | 1 | 2 | 3 | 4 | 5 |
| Generally acting in the best interest of the community | 1 | 2 | 3 | 4 | 5 |
| Being honest | 1 | 2 | 3 | 4 | 5 |
| Being open and transparent to the public | 1 | 2 | 3 | 4 | 5 |
| Informing residents about issues facing the community | 1 | 2 | 3 | 4 | 5 |
| Treating all residents fairly | 1 | 2 | 3 | 4 | 5 |
| Treating residents with respect | 1 | 2 | 3 | 4 | 5 |

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**11. Overall, how would you rate the quality of the services provided by each of the following?**

| | Excellent | Good | Fair | Poor | Don't know |
|---|---|---|---|---|---|
| The Town of Needham | 1 | 2 | 3 | 4 | 5 |
| The Federal Government | 1 | 2 | 3 | 4 | 5 |

**12. Please rate how important, if at all, you think it is for the Needham community to focus on each of the following in the coming two years.**

| | Essential | Very important | Somewhat important | Not at all important |
|---|---|---|---|---|
| Overall economic health of Needham | 1 | 2 | 3 | 4 |
| Overall quality of the transportation system (auto, bicycle, foot, bus) in Needham | 1 | 2 | 3 | 4 |
| Overall design or layout of Needham's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.) | 1 | 2 | 3 | 4 |
| Overall quality of the utility infrastructure in Needham (water, sewer, storm water, electric/gas, broadband) | 1 | 2 | 3 | 4 |
| Overall feeling of safety in Needham | 1 | 2 | 3 | 4 |
| Overall quality of natural environment in Needham | 1 | 2 | 3 | 4 |
| Overall quality of parks and recreation opportunities | 1 | 2 | 3 | 4 |
| Overall health and wellness opportunities in Needham | 1 | 2 | 3 | 4 |
| Overall opportunities for education, culture, and the arts | 1 | 2 | 3 | 4 |
| Residents' connection and engagement with their community | 1 | 2 | 3 | 4 |

**13. Please indicate whether or not you currently perceive barriers to living in Needham based on each of the following.**

| | No | Yes |
|---|---|---|
| Age | 1 | 2 |
| Gender | 1 | 2 |
| Race | 1 | 2 |
| National origin | 1 | 2 |
| Religion | 1 | 2 |
| Disability | 1 | 2 |
| Sexual orientation or gender identity | 1 | 2 |

**14. In the last year, how often, if at all, did you worry about you, someone in your family or any other person of your same race, ethnicity or nationality experiencing unfair treatment because of your race, ethnicity, or color?**

| | Most of the time | Some of the time | Rarely | Never |
|---|---|---|---|---|
| You personally | 1 | 2 | 3 | 4 |
| Someone in your family | 1 | 2 | 3 | 4 |
| Another person | 1 | 2 | 3 | 4 |

**15. How strongly do you agree or disagree with the following statements about your neighborhood.**

| | Strongly agree | Somewhat agree | Somewhat disagree | Strongly disagree | Don't know |
|---|---|---|---|---|---|
| My neighborhood is a great place to live | 1 | 2 | 3 | 4 | 5 |
| I recognize a lot of the people who live in my neighborhood | 1 | 2 | 3 | 4 | 5 |
| I recognize most of the people who live on my block | 1 | 2 | 3 | 4 | 5 |
| It is easy to meet and socialize with my neighbors | 1 | 2 | 3 | 4 | 5 |
| I feel connected to my neighborhood | 1 | 2 | 3 | 4 | 5 |
| If there were a problem, neighbors would come together to try and solve it | 1 | 2 | 3 | 4 | 5 |
| I like to help my neighbors when they need it | 1 | 2 | 3 | 4 | 5 |
| I can rely on my neighbors to help when I need it | 1 | 2 | 3 | 4 | 5 |
| I trust my neighbors | 1 | 2 | 3 | 4 | 5 |
| I feel like I belong in my neighborhood | 1 | 2 | 3 | 4 | 5 |
| I regularly communicate with my neighbors online | 1 | 2 | 3 | 4 | 5 |
| I regularly communicate with my neighbors in person | 1 | 2 | 3 | 4 | 5 |

**16. How familiar are you with the Town's efforts to make people of all races feel welcome?**

❍ Very familiar ❍ Somewhat familiar ❍ Not familiar at all

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Our last questions are about you and your household.
Again, all of your responses to this survey are confidential and no identifying information will be shared.

**D1. In general, how many times do you:**

| | Several times a day | Once a day | A few times a week | Every few weeks | Less often or never | Don't know |
|---|---|---|---|---|---|---|
| Access the internet from your home using a computer, laptop, or tablet computer | 1 | 2 | 3 | 4 | 5 | 6 |
| Access the internet from your cell phone | 1 | 2 | 3 | 4 | 5 | 6 |
| Visit social media sites such as Facebook, Twitter, Nextdoor, etc. | 1 | 2 | 3 | 4 | 5 | 6 |
| Use or check email | 1 | 2 | 3 | 4 | 5 | 6 |
| Share your opinions online | 1 | 2 | 3 | 4 | 5 | 6 |
| Shop online | 1 | 2 | 3 | 4 | 5 | 6 |

**D2. Please rate your overall health.**

❍ Excellent ❍ Very good ❍ Good ❍ Fair ❍ Poor

**D3. What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:**

❍ Very positive ❍ Somewhat positive ❍ Neutral ❍ Somewhat negative ❍ Very negative

**D4. How many years have you lived in Needham?**

❍ Less than 2 years
❍ 2-5 years
❍ 6-10 years
❍ 11-20 years
❍ More than 20 years

**D5. Which best describes the building you live in?**

❍ One family house detached from any other houses
❍ Building with two or more homes (duplex, townhome, apartment, or condominium)
❍ Mobile home
❍ Other

**D6. Do you rent or own your home?**

❍ Rent
❍ Own

**D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?**

❍ Less than $500
❍ $500 to $999
❍ $1,000 to $1,499
❍ $1,500 to $1,999
❍ $2,000 to $2,499
❍ $2,500 to $2,999
❍ $3,000 to $3,499
❍ $3,500 or more

**D8. Do any children 17 or under live in your household?**

❍ No ❍ Yes

**D9. Are you or any other members of your household aged 65 or older?**

❍ No ❍ Yes

**D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)**

❍ Less than $25,000
❍ $25,000 to $49,999
❍ $50,000 to $74,999
❍ $75,000 to $99,999
❍ $100,000 to $149,999
❍ $150,000 or more

**D11. Are you Spanish, Hispanic or Latino?**

❍ No, not Spanish, Hispanic, or Latino
❍ Yes, I consider myself to be Spanish, Hispanic, or Latino

**D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)**

❑ American Indian or Alaskan Native
❑ Asian, Asian Indian, or Pacific Islander
❑ Black or African American
❑ White
❑ Other

**D13. In which category is your age?**

❍ 18-24 years
❍ 25-34 years
❍ 35-44 years
❍ 45-54 years
❍ 55-64 years
❍ 65-74 years
❍ 75 years or older

**D14. What is your gender?**

❍ Female
❍ Male
❍ Identify in another way

**Thank you!** Please return the completed survey in the postage-paid envelope to:
**National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502**

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

**MEETING DATE: 7/26/2022**

| | |
|---|---|
| **Agenda Item** | Accept and Refer Zoning |
| **Presenter(s)** | Kate Fitzpatrick, Town Manager |

| | |
|---|---|
| **1.** | **BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED** |

The Planning Board, at its meeting of July 7, 2022, voted to place the following article on the warrant for the October 24, 2022 Special Town Meeting: "Amend Zoning By-Law – Schedule Of Use Regulations Brew Pub and Microbrewery."

Under State law, the Select Board has 14 days to accept the proposed amendment and refer it to the Planning Board for its review, hearing, and report. The Board's action in this matter is not discretionary.

| | |
|---|---|
| **2.** | **VOTE REQUIRED BY SELECT BOARD** |

*Suggested Motion:* That the Board vote to accept the proposed zoning article for referral to the Planning Board for its review, hearing, and report.

| | |
|---|---|
| **3.** | **BACK UP INFORMATION ATTACHED** |

a. Transmittal Letter from Lee Newman
b. Proposed Warrant Article
c. M.G.L. c. 40A Section 5

July 19, 2022

Ms. Kate Fitzpatrick
Town Manager
Town Hall
Needham, MA 02492

Re: Zoning Article for 2022 October Special Town Meeting

Dear Ms. Fitzpatrick:

The Planning Board, at its meeting of July 7, 2022, voted to place the following article on the warrant for the October 2022 Special Town Meeting: Article 1: Amend Zoning By-Law – Schedule Of Use Regulations Brew Pub and Microbrewery. Accordingly, please find the above-named article as approved by the Planning Board for inclusion in the warrant of the October 2022 Special Town Meeting.

As you know, the Select Board will need to accept the article and to then forward it to the Planning Board for review, public hearing and report. Please have the Select Board act on the enclosed article at its next meeting of Tuesday, July 26, 2022, so that the Planning Board can meet its statutory obligations. The Planning Board plans to schedule the public hearing on the article for Wednesday, September 7, 2022.

Should you have any questions regarding this matter, please feel free to contact me directly.

Very truly yours,

NEEDHAM PLANNING BOARD

*Lee Newman*

Lee Newman
Director of Planning and Community Development

cc: Planning Board

Enclosure

**ARTICLE 1: AMEND ZONING BY-LAW – SCHEDULE OF USE REGULATIONS BREW PUB AND MICROBREWERY**

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

1. In Section 1.3 Definitions, by adding the following after the existing definition of "Basement" and before the existing definition of "Building (or part or parts thereof)":

   "Brew Pub – Eat-in restaurant, licensed under relevant local, state and federal statutes to produce and sell malt beverages at the location, whose primary business is the preparation and sale of food to be consumed on the premises, and whose accessory business is the production of malt beverages, including beer and ales, which may include packaging of such beverages and on-premises sale of such beverages for consumption on or off the premises. Malt beverages produced on the premises may be sold to other establishments in compliance with relevant state and federal statutes and regulations, but such sales shall not exceed 40 percent of the establishment's production capacity. Accessory outdoor dining and live indoor entertainment is allowed if otherwise permitted in the zoning district in which the brew pub is located, if and as permitted by its license."

2. In Section 1.3 Definitions, by adding the following after the existing definition of "Medical Services Building," and before the existing definition of "Mixed-Use Building":

   "Microbrewery - A facility, licensed under relevant local, state and federal statutes, for the production and packaging of malt beverages, including beer and ales, for retail sale and for consumption on or off the premises or wholesale distribution, with a capacity and production of not more than fifteen thousand (15,000) barrels per year (a barrel being equivalent to thirty-one (31) gallons), and which may include as an accessory use preparation and/or sale of food for on-premises consumption or for take-out. Any such facility may also provide samples limited in size, provided that such sampling is allowed under relevant local, state, and federal statutes, regulations and licenses issued thereunder. The facility may host marketing events, special events, and/or factory tours. The facility may include as an accessory use an eat-in or take-out restaurant that may include outdoor dining, which restaurant may occupy more than half of the area of the facility and may include live indoor entertainment if otherwise permitted in the zoning district in which the microbrewery is located, if and as permitted by its license."

   3. In Section 3.2, Schedule of Use Regulations, Subsection 3.2.2, Uses in Business, Chestnut Street Business, Center Business, Avery Square Business and Hillside Avenue Business Districts, by inserting immediately below the row that reads "medical clinic" a new entry, which shall read as follows:

| "USE | B | CSB | CB | ASB | HAB |
|---|---|---|---|---|---|
| Brew Pub | SP | SP* | SP | SP | N" |

   *Applies only to the portion of the Chestnut Street Business District that is west of Chestnut Street and south of Keith Place, otherwise N.

4. In Section 3.2, Schedule of Use Regulations, Subsection 3.2.1, Uses in the Rural Residence-Conservation, Single Residence A, Single Residence B, General Residence, Apartment A-1, Apartment A-2, Apartment A-3, Institutional, Industrial, and Industrial-1 Districts, by inserting immediately below the row that reads "medical clinic" a new entry, which shall read as follows:

| "USE | RRC SRA | SRB | GR | A-1,2 &3 | I | IND | IND-1 |
|---|---|---|---|---|---|---|---|
| Brew Pub | N | N | N | N | N | SP* | N |
| Microbrewery | N | N | N | N | N | SP** | SP" |

*Applies only to the Industrial District any portion of which is located within 150 feet of the Arbor Street boundary and the Industrial District that is located east of Rte. 95/128, otherwise N.

**Applies only to the Industrial District that is located east of Rte. 95/128, otherwise N.

5. In Section 3.2.4 Uses in the New England Business Center District, Subsection 3.2.4.2 Uses Permitted by Special Permit, by adding a new paragraph (k) that states "Microbrewery, allowable only in the portion of the New England Business Center District located west and south of Second Avenue." and new paragraph (l) that states "Brew Pub, allowable only in the portion of the New England Business Center District located west and south of Second Avenue."
6. In Section 3.2.5, Uses in the Highland Commercial-128 District, Subsection 3.2.5.2, Uses Permitted by Special Permit, by adding a new paragraph (q) that states "Microbrewery, allowable only in the portion of the Highland Commercial-128 District located a) north of Highland Avenue and b) south of Highland Avenue and west of Second Avenue." and a new paragraph (r) that states "Brew Pub, allowable only in the portion of the Highland Commercial-128 District located a) north of Highland Avenue and b) south of Highland Avenue and west of Second Avenue." and by renumbering former paragraphs (q), (r) and (s) as paragraphs (s), (t) and (u) respectively.
7. In Section 3.2.6, Uses in the Mixed Use-128 District, Subsection 3.2.6.2, Uses Permitted by Special Permit, by adding a new paragraph (k) that states "Microbrewery" and a new paragraph (l) that states "Brew Pub" and by renumbering former paragraphs (k), (l) as paragraphs (m) and (n) respectively.
8. In Section 3.2.7 Uses in the Highway Commercial 1 District, Subsection 3.2.7.2 Uses Permitted by Special Permit, by adding a new paragraph (m) that states "Microbrewery" and a new paragraph (n) that states "Brew Pub" and by renumbering former paragraphs (m) and (n) as paragraphs (o) and (p) respectively.

Or take any other action relative thereto.

INSERTED BY: Planning Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: Article 1 provides for the establishment of Brew Pubs and Microbreweries within Needham. The Needham Zoning By-Law does not currently have any provisions for Brew Pubs or Microbreweries and because the noted uses are not specifically identified as permissible, they are prohibited. Accordingly, the proposed zoning amendment seeks to introduce Brew Pubs and Microbreweries as permitted uses in Needham and takes the following approach: 1) defines the terms "Brew Pub" and "Microbrewery"; 2) identifies the zoning districts in which a Brew Pub and/or Microbrewery will be allowed; and 3) establishes that a Brew Pub and Microbrewery will only be allowed by special permit either from the Planning Board or the Zoning Board of Appeals.*

*Brew Pub Definition. A Brew Pub is a hybrid between a restaurant and a Microbrewery. It sells at least 60% of its beer on-site with significant food services. At a Brew Pub the beer is primarily brewed for sale in the restaurant. Brew Pubs may sell beer to go or distribute to some off-site destinations. Under the proposed amendment a Brew Pub is defined as an eat-in restaurant, licensed under relevant local, state*

*and federal statutes to produce and sell malt beverages at the location, whose primary business is the preparation and sale of food to be consumed on the premises, and whose accessory business is the production of malt beverages, including beer and ales, which may include packaging of such beverages and on-premises sale of such beverages for consumption on or off the premises. Malt beverages produced on the premises, may be sold to other establishments in compliance with relevant state and federal statutes and regulations, but such sales shall not exceed 40 percent of the establishment's production capacity. Accessory outdoor dining and live indoor entertainment is allowed if otherwise permitted in the zoning district in which the brew pub is located, if and as permitted by its license.*

*Microbrewery Definition. A Microbrewery is a brewery that produces 15,000 barrels or less of beer per year. A Microbrewery completes its primary sales using one or more of the following approaches: (1) Three-tier system: The brewer sells to a wholesaler who sells to a retailer who sells to the consumer; (2) Two-tier system: The brewer acts as a wholesaler and sells to the retailer who sells to the consumer. (3) Direct Sales: The brewer sells directly to the consumer for on-site consumption and/or for carry-out. Under the proposed amendment a Microbrewery is defined as a facility, licensed under relevant local, state and federal statutes, for the production and packaging of malt beverages, including beer and ales, for retail sale and for consumption on or off the premises or wholesale distribution, with a capacity and production of not more than fifteen thousand (15,000) barrels per year, (a barrel being equivalent to thirty-one (31) gallons) and which may include as an accessory use preparation and/or sale of food for on-premises consumption or for take-out. In addition to service for on-site consumption, any such facility may also provide samples limited in size, provided that such sampling is allowed under relevant local, state, and federal statutes, regulations and licenses issued thereunder. The facility may include as an accessory use an eat-in or take-out restaurant that may include outdoor dining, which restaurant may occupy more than half of the area of the facility and may include live indoor entertainment if otherwise permitted in the zoning district in which the microbrewery is located, if and as permitted by its license.*

*District Location. The amendment would permit a Brew Pub by special permit in the Business District, Center Business District, Avery Square Business District, portion of the Chestnut Street Business District located west of Chestnut Street and south of Keith Place, and the portion of the Industrial District located within 150 feet of the Arbor Street boundary. A Brew Pub and a Microbrewery would be permitted by special permit in the Mixed Use-128 District, Highway Commercial 1 District, portion of the New England Business Center District located west and south of Second Avenue, the portion of the Highland Commercial-128 District located a) north of Highland Avenue and b) south of Highland Avenue and west of Second Avenue, and the portion of the Industrial District located east of Rte. 95/128.*

*Special Permit Requirement. Given the desire for close review, the amendment proposes to permit a Brew Pub and a Microbrewery by special permit from the Planning Board in circumstances where a Major Project Site Plan Review Special Permit is triggered and outside of those circumstances to name Zoning Board of Appeals as the special permit granting authority. The special permit requirement would allow for a meaningful review of design and transportation impacts, as well as a greater level of oversight and assurance that the facilities will be operated in a manner that is consistent with the intent of the zoning and other regulations.*

**Part I** ADMINISTRATION OF THE GOVERNMENT

**Title VII** CITIES, TOWNS AND DISTRICTS

**Chapter 40A** ZONING

**Section 5** ADOPTION OR CHANGE OF ZONING ORDINANCES OR BY-LAWS; PROCEDURE

---

Section 5. Zoning ordinances or by-laws may be adopted and from time to time changed by amendment, addition or repeal, but only in the manner hereinafter provided. Adoption or change of zoning ordinances or by-laws may be initiated by the submission to the city council or board of selectmen of a proposed zoning ordinance or by-law by a city council, a board of selectmen, a board of appeals, by an individual owning land to be affected by change or adoption, by request of registered voters of a town pursuant to section ten of chapter thirty-nine, by ten registered voters in a city, by a planning board, by a regional planning agency or by other methods provided by municipal charter. The board of selectmen or city council shall within fourteen days of receipt of such zoning ordinance or by-law submit it to the planning board for review.

No zoning ordinance or by-law or amendment thereto shall be adopted until after the planning board in a city or town, and the city council or a committee designated or appointed for the purpose by said council has each held a public hearing thereon, together or separately, at which interested persons shall be given an opportunity to be heard. Said public

hearing shall be held within sixty-five days after the proposed zoning ordinance or by-law is submitted to the planning board by the city council or selectmen or if there is none, within sixty-five days after the proposed zoning ordinance or by-law is submitted to the city council or selectmen. Notice of the time and place of such public hearing, of the subject matter, sufficient for identification, and of the place where texts and maps thereof may be inspected shall be published in a newspaper of general circulation in the city or town once in each of two successive weeks, the first publication to be not less than fourteen days before the day of said hearing, and by posting such notice in a conspicuous place in the city or town hall for a period of not less than fourteen days before the day of said hearing. Notice of said hearing shall also be sent by mail, postage prepaid to the department of housing and community development, the regional planning agency, if any, and to the planning board of each abutting city and town. The department of housing and community development, the regional planning agency, the planning boards of all abutting cities and towns and nonresident property owners who may not have received notice by mail as specified in this section may grant a waiver of notice or submit an affidavit of actual notice to the city or town clerk prior to town meeting or city council action on a proposed zoning ordinance, by-law or change thereto. Zoning ordinances or by-laws may provide that a separate, conspicuous statement shall be included with property tax bills sent to nonresident property owners, stating that notice of such hearings under this chapter shall be sent by mail, postage prepaid, to any such owner who files an annual request for such notice with the city or town clerk no later than January first, and pays a reasonable fee established by such ordinance or by-law. In cases involving boundary, density or use changes within a district, notice shall

be sent to any such nonresident property owner who has filed such a request with the city or town clerk and whose property lies in the district where the change is sought. No defect in the form of any notice under this chapter shall invalidate any zoning ordinances or by-laws unless such defect is found to be misleading.

Prior to the adoption of any zoning ordinance or by-law or amendment thereto which seeks to further regulate matters established by section forty of chapter one hundred and thirty-one or regulations authorized thereunder relative to agricultural and aquacultural practices, the city or town clerk shall, no later than seven days prior to the city council's or town meeting's public hearing relative to the adoption of said new or amended zoning ordinances or by-laws, give notice of the said proposed zoning ordinances or by-laws to the farmland advisory board established pursuant to section forty of chapter one hundred and thirty-one.

No vote to adopt any such proposed ordinance or by-law or amendment thereto shall be taken until a report with recommendations by a planning board has been submitted to the town meeting or city council, or twenty-one days after said hearing has elapsed without submission of such report. After such notice, hearing and report, or after twenty-one days shall have elapsed after such hearing without submission of such report, a city council or town meeting may adopt, reject, or amend and adopt any such proposed ordinance or by-law. If a city council fails to vote to adopt any proposed ordinance within ninety days after the city council hearing or if a town meeting fails to vote to adopt any proposed by-law within six months after the planning board hearing, no action shall be taken thereon until after a subsequent public hearing is held with notice and report as provided.

No zoning ordinance or by-law or amendment thereto shall be adopted or changed except by a two-thirds vote of all the members of the town council, or of the city council where there is a commission form of government or a single branch, or of each branch where there are two branches, or by a two-thirds vote of a town meeting; provided, however, that if in a city or town with a council of fewer than twenty-five members there is filed with the clerk prior to final action by the council a written protest against such change, stating the reasons duly signed by owners of twenty per cent or more of the area of the land proposed to be included in such change or of the area of the land immediately adjacent extending three hundred feet therefrom, no such change of any such ordinance shall be adopted except by a three-fourths vote of all members.

No proposed zoning ordinance or by-law which has been unfavorably acted upon by a city council or town meeting shall be considered by the city council or town meeting within two years after the date of such unfavorable action unless the adoption of such proposed ordinance or by-law is recommended in the final report of the planning board.

When zoning by-laws or amendments thereto are submitted to the attorney general for approval as required by section thirty-two of chapter forty, he shall also be furnished with a statement which may be prepared by the planning board explaining the by-laws or amendments proposed, which statement may be accompanied by explanatory maps or plans.

The effective date of the adoption or amendment of any zoning ordinance or by-law shall be the date on which such adoption or amendment was voted upon by a city council or town meeting; if in towns, publication in a town bulletin or pamphlet and posting is subsequently made or publication in a newspaper pursuant to section thirty-two of chapter forty.

If, in a town, said by-law is subsequently disapproved, in whole or in part, by the attorney general, the previous zoning by-law, to the extent that such previous zoning by-law was changed by the disapproved by-law or portion thereof, shall be deemed to have been in effect from the date of such vote. In a municipality which is not required to submit zoning ordinances to the attorney general for approval pursuant to section thirty-two of chapter forty, the effective date of such ordinance or amendment shall be the date passed by the city council and signed by the mayor or, as otherwise provided by ordinance or charter; provided, however, that such ordinance or amendment shall subsequently be forwarded by the city clerk to the office of the attorney general.

A true copy of the zoning ordinance or by-law with any amendments thereto shall be kept on file available for inspection in the office of the clerk of such city or town.

No claim of invalidity of any zoning ordinance or by-law arising out of any possible defect in the procedure of adoption or amendment shall be made in any legal proceedings and no state, regional, county or municipal officer shall refuse, deny or revoke any permit, approval or certificate because of any such claim of invalidity unless legal action is commenced within the time period specified in sections thirty-two and thirty-two A of chapter forty and notice specifying the court, parties, invalidity claimed, and date of filing is filed together with a copy of the petition with the town or city clerk within seven days after commencement of the action.

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

**MEETING DATE: 7/26/2022**

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

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

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

**MEETING DATE: 7/26/2022**

| | |
|---|---|
| **Agenda Item** | Committee Reports |
| **Presenter(s)** | Board Discussion |

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

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

**MEETING DATE: 7/26/2022**

| | |
|---|---|
| **Agenda Item** | Executive Session |
| **Presenter(s)** | |

| | |
|---|---|
| **1.** | **BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED** |

1.) Exception 3: Collective Bargaining (Police & Fire Unions)

2.) Exception 6: Purchase, Exchange, Lease or Value of Real Property

| | |
|---|---|
| **2.** | **VOTE REQUIRED BY SELECT BOARD** |

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

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

Not to return to Open Session prior to adjournment

| | |
|---|---|
| **3.** | **BACK UP INFORMATION ATTACHED** |

none

Theodora K. Eaton, MMC
Town Clerk

# TOWN OF NEEDHAM
*Office of the Town Clerk*
1471 Highland Avenue, Needham, MA 02492-0909
Telephone (781) 455-7500 x216
Fax (781) 449-1246
Email: teaton@town.needham.ma.us

July 21, 2022

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

Dear Ms. Cooley:

Under M.G.L. chapter 54, section 12, I am enclosing a list of Election Workers recommended for appointment for 2022-2023.

If you have any question, please don't hesitate to contact me.

Sincerely,

Theodora K. Eaton

Theodora K. Eaton, MMC
Town Clerk

# 2022 - 2023 Election Workers

| First Name | Last Name | St # | Street Name | Town | State | Zip Code | Party |
|---|---|---|---|---|---|---|---|
| Elizabeth G. | Amsbary | 19 | Cimino Road | Needham | MA | 02494 | D |
| John C.S. | Anderson | 58 | Whittier Road | Needham | MA | 02492 | D |
| Myra | Anderson | 58 | Whittier Road | Needham | MA | 02492 | D |
| Isabel | Avedikian | 148 | Valley Road | Needham | MA | 02492 | U |
| Julie E. | Bailit | 33 | Perry Drive | Needham | MA | 02492 | D |
| Elaine J. | Belkin | 41 | Highland Court | Needham | MA | 02492 | U |
| Josephine | Belval | 1208 | Greendale Ave #221 | Needham | MA | 02492 | U |
| Kimberly C. | Benner | 22 | Fuller Brook Avenue | Needham | MA | 02492 | D |
| Stephen E. | Blomberg | 310 | Harris Avenue | Needham | MA | 02492 | U |
| Doris D. | Bosselait | 141 | Chestnut Street #106 | Needham | MA | 02492 | U |
| Barbara N. | Brailey | 229 | High Rock Street | Needham | MA | 02492 | U |
| Anne | Brain | 25 | Ridgeway Avenue | Needham | MA | 02492 | D |
| Dorothy G. | Brooks | 217 | Broad Meadow Road | Needham | MA | 02492 | U |
| Moy T. | Burns | 563 | Chestnut Street | Needham | MA | 02492 | D |
| Patricia | Carey | 1202 | Greendale Avenue #103 | Needham | MA | 02492 | U |
| Mary Ellen | Carroll-Rogan | 14 | LaSalle Road | Needham | MA | 02494 | U |
| Clelia M. | Cavicchio | 43 | George Aggott Road | Needham | MA | 02492 | U |
| Kenneth J. | Ciesielski | 1235 | Great Plain Avenue | Needham | MA | 02492 | U |
| Sandra | Cincotta | 22 | Stacey Street | Natick | MA | 01760 | U |
| Gina C. | Coen | 46 | Avalon Road | Needham | MA | 02492 | D |
| Jean M. | Connolly | 88 | Gayland Road | Needham | MA | 02492 | U |
| Lawrence R. | Cummings | 27 | South Street | Needham | MA | 02492 | U |
| Margaret L. | Cummings | 27 | South Street | Needham | MA | 02492 | D |
| Barbara J | Cusack | 41 | Curve Street | Needham | MA | 02492 | D |
| Robert S. | Dangel | 28 | Hewitt Circle | Needham | MA | 02494 | U |
| Maryanne | Dinell | 36 | Eaton Road | Needham | MA | 02492 | U |
| David | Ecsedy | 20 | Holland Terrace | Needham | MA | 02492 | D |
| Grace Barbara | Giuditta | 235 | Gould Street, #258 | Needham | MA | 02492 | U |
| Theresa A. | Hall | 51 | Bonwood Road | Needham | MA | 02492 | U |
| Marilyn | Harris | 757 | Highland Ave #202S | Needham | MA | 02494 | U |
| Elizabeth | Hart | 154 | Hillside Avenue #1 | Needham | MA | 02494 | D |
| Samuel | Hart | 154 | Hillside Avenue #1 | Needham | MA | 02494 | U |
| Nancy C. | Haslip | 43 | Whitman Road | Needham | MA | 02492 | U |
| Walter D. | Herrick | 131 | Pine Grove Street | Needham | MA | 02494 | U |
| Paula S. | Higgins | 159 | Hillcrest Road | Needham | MA | 02492 | D |
| Katherine P. | Jacques | 41 | Hancock Road | Needham | MA | 02492 | D |
| Steven N. | Jacques | 41 | Hancock Road | Needham | MA | 02492 | D |
| Susan | Jarvis | 58 | Gay Street | Needham | MA | 02492 | D |
| Anne C. | Johnson | 87 | Taylor Street | Needham | MA | 02492 | U |
| Kathleen K. | Jurgens | 73 | May Street | Needham | MA | 02492 | U |
| Sharon | Katz | 22 | Curtis Road | Needham | MA | 02492 | D |
| Mary (Lee). | Kelly | 401 | Hunnewell Street | Needham | MA | 02494 | U |
| Kathleen M. | Kelly | 5414 | Highland Glen Road | Westwood | MA | 02090 | U |
| Shirley J. | Klepadlo | 23 | Blake Street | Needham | MA | 02492 | U |
| Mary R. | Kordas | 34 | Mackintosh Avenue | Needham | MA | 02492 | U |
| M. Gerald | Koss | 815 | Webster Street | Needham | MA | 02492 | U |
| Lee R. | Larkin | 90 | Fair Oaks Park | Needham | MA | 02492 | D |
| Shawn Z. | Larsen | 145 | Broadmeadow Road | Needham | MA | 02492 | D |
| Richard T. | Lawless | 159 | Hillcrest Road | Needham | MA | 02492 | D |
| Constance E. | Leacock | 778 | Greendale Avenue | Needham | MA | 02492 | D |

# 2022 - 2023 Election Workers

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Kenneth J. | Loderick | 63 | Whiting Way | Needham | MA | 02492 | U |
| Ann | MacFate | 421 | Greendale Avenue | Needham | MA | 02494 | U |
| Fabienne A. | Madsen | 45 | Walnut Street | Needham | MA | 02492 | R |
| Marcia | Mather | 85 | Grove Street, #110 | Wellesley | MA | 02482 | U |
| Phyllis M. | Mays | 141 | Chestnut Street #303 | Needham | MA | 02492 | D |
| Maureen | McCann | 43 | North Hill Avenue | Needham | MA | 02492 | U |
| Leonora | McNally | 778 | Greendale Avenue | Needham | MA | 02492 | D |
| Eileen A. | Mecagni | 173 | Valley Road | Needham | MA | 02492 | U |
| Elizabeth | Mercer | 67 | Mayo Avenue | Needham | MA | 02492 | U |
| Kalin | Mitov | 58 | Prescott Street | Framingham | MA | 01702 | U |
| Linda N. | Muckerheide | 22 | River Park Street | Needham | MA | 02494 | U |
| Helen T. | Newton | 449 | High Rock Street | Needham | MA | 02492 | U |
| Judith S. | Ogilvie | 47 | Powers Street | Needham | MA | 02492 | D |
| Kathleen J. | O'Keeffe | 51 | Alden Road | Needham | MA | 02492 | U |
| Ford H. | Peckham | 26 | Lawton Road | Needham | MA | 02492 | U |
| Claire E. | Pelletier | 182 | Linden Street Apt D | Needham | MA | 02492 | D |
| Lily D. | Pendergast | 37 | Lafayette Lane | Norfolk | MA | 02056 | U |
| Evelyn | Poness | 72 | Marked Tree Road | Needham | MA | 02492 | D |
| Audrey | Prihoda | 1312 | Pennington Drive | Walpole | MA | 02081 | U |
| Deborah T. | Rempis | 865 | Central Avenue #E304 | Needham | MA | 02492 | U |
| Josephine A. | Roman | 136 | Valley Road | Needham | MA | 02492 | U |
| Miriam J. | Rovner | 48 | Cynthia Road | Needham | MA | 02494 | U |
| Gerald C. | Rovner | 48 | Cynthia Road | Needham | MA | 02494 | D |
| David L. | Rutter | 163 | Paul Revere Road | Needham | MA | 02492 | D |
| Colleen F. | Schaller | 24 | Avon Circle | Needham | MA | 02494 | U |
| Theodor A. | Schvimer | 865 | Central Avenue #A317 | Needham | MA | 02492 | D |
| Kalpana M. | Shah | 168 | Linden Street, Apt B | Needham | MA | 02492 | U |
| Barry | Singer | 144 | Evelyn Road | Needham | MA | 02494 | U |
| Jean | Slattery | 205 | Linden Ponds Way, Unit #511 | Hingham | MA | 02043 | U |
| Martha A. | Smith-Marston | 1052 | Webster Street | Needham | MA | 02492 | U |
| Arlene | Smookler | 174 | Pine Grove St | Needham | MA | 02494 | U |
| Mary B. | Sullivan | 75 | Audrey Avenue | Needham | MA | 02492 | D |
| M. Kathleen | Tedoldi | 13 | Maple Street | Needham | MA | 02492 | U |
| Margaret A. | Tierney | 378 | Central Avenue | Needham | MA | 02494 | U |
| Joan M. | Tirrell | 389 | Manning Street | Needham | MA | 02492 | U |
| Sarah A. | Toran | 945 | Central Avenue | Needham | MA | 02492 | U |
| Julie | Traub | 17 | Hasenfus Circle | Needham | MA | 02494 | R |
| Judith | Venditti | 6 | Lindbergh Avenue | Needham | MA | 02494 | U |
| Ann M. | Walsh | 900 | Greendale Avenue #12 | Needham | MA | 02492 | U |
| Jane | Weinstein | 79 | South Street | Needham | MA | 02492 | U |
| Cynthia | Wolfe | 191 | Fox Hill Road | Needham | MA | 02492 | U |
| Natalie S. | Woodward | 213 | Rock Street, #K5 | Norwood | MA | 02062 | D |
| Joan C. | Zwible | 5 | Sandy Lane | Falmouth | MA | 02536 | U |

**Town of Needham**
**Select Board**
**Minutes for Tuesday, June 14, 2022**
**Needham Town Hall**
**Select Board's Chamber**
**and**
**Via ZOOM**
**https://us02web.zoom.us/j/85709594208**

6:00 p.m. Call to Order:
A meeting of the Select Board was convened by Chair Marianne B. Cooley. Those present were Marcus Nelson, Kevin Keane, Heidi Frail, Matthew Borrelli, and Town Manager Kate Fitzpatrick. Dave Davison, ATM/Finance, Katie King, ATM/Operations, Myles Tucker, Support Services Manager, and Mary Hunt, Recording Secretary were also in attendance.

6:01 p.m. Public Comment Period:
Lindsay Page, 47 Mayo Avenue and her son Caleb Molleneaux, along with Joshua Conlon, 22 Oakhurst Circle spoke with the Board advocating for the design and construction of an action park for skateboards, scooters, and BMX bikes. Ms. Page said there are many benefits to having an action park including mental health and an outlet for youth not taking part in team sports. The presenters asked the Select Board for their support and partnership, together with advice in moving this potential project forward. Mr. Conlon said many residents have continually asked the Town to explore the possibility of a skate park, suggesting taking action sooner rather than later.

6:07 p.m. Proclamation: Platinum Jubilee - Needham Market
Mr. Nelson read a Proclamation extending the warmest regards from the Select Board and the people of Needham to the Town Council and the people of Needham Market, Suffolk, England on the joyous occasion of the Platinum Jubilee.

**Motion by Mr. Nelson that NOW THEREFORE, be it resolved that the Needham Select Board and the people of Needham, Massachusetts, USA extend their warmest regards to the Town Council and the people of Needham Market, Suffolk, England on the joyous occasion of the Platinum Jubilee.**
**Second: Mr. Borrelli. Unanimously approved 5-0.**

6:09 p.m. Appointments and Consent Agenda:
**Motion by Mr. Borrelli that the Select Board vote to approve the Appointments and Consent Agenda as presented.**

**APPOINTMENTS - No Appointments were made at this meeting.**

**CONSENT AGENDA *=Backup attached**

1.* **Approve the proposed schedule of penalties for alcohol compliance check failures for the following license holders: Latin-A Group, LLC d/b/a Latina Kitchen, Lianos Liquors LLC, d/b/a Needham Center Fine Wines and Spirits, Reveler Beverage Company LLC, d/b/a Reveler Beverage, and The Needham General Store LLC, d/b/a Needham General Store.**
2.* **Approve Minutes for April 5, 2022; May 9, 2022 (Open Session); May 9, 2022 (Executive Session); May 10, 2022; May 24, 2022 (Open Session); May 24, 2022 (Executive Session); and May 31, 2022.**
3. **Approve a Class II Auto Sales License for Needham Auto Sales**
4. **Authorize the placement of Pride Month lawn signs at the Town Hall and Public Services Administration Building through June 30, 2022.**
5.* **Approve 20(b) Waiver form for the Department of Health and Human Services.**
6. **Grant permission for the following residents to hold block parties:**

| Name | Address | Party Location | Party Date | Party Rain Date | Party Time |
|---|---|---|---|---|---|
| **Daniel Burns** | **6 Louart Drive** | **Wildale Circle** | **9/10/22** | **9/11/22** | **4pm-7pm** |

**Second: Mr. Keane. Unanimously approved 5-0.**

Ms. Cooley pointed out the inclusion of a proposed schedule of penalties for alcohol compliance check failures, noting the Town continues to monitor the issue.

6:10 p.m. Public Hearing: Verizon Cable Television Contract Renewal

Ms. Cooley read a preamble regarding the renewal of the Verizon Cable Television Contract. She noted attendees include John Harrington, Legal Counsel to Verizon, Bill August, Town Cable Counsel, and Myles Tucker, Support Services Manager, who worked closely with Verizon and attorney August on the negotiation of the Needham - Verizon renewal license.

Discussion ensued on the Cable Television Renewal License Granted to Verizon New England, dated August 15, 2022.

Ms. Fitzpatrick recommended that the Select Board, as Issuing Authority for the Town, enter into a five-year cable television renewal license with Verizon, New England, Inc. for the period of August 15, 2022 through August 14, 2027.

Ms. Cooley invited public comment. No comments were made.

**Motion by Mr. Borrelli that the Board find that the cable franchise renewal proposal of Verizon New England, Inc. reasonably meets the franchise and cable-related renewal needs and interests of the public and Town; and that Verizon New England, Inc.'s financial and technical qualifications and local programming channels, facilities, and services are reasonable to meet Town cable franchise needs, find that the Select Board, as Issuing Authority for the**

**Town, votes to accept the renewal agreement with Verizon New England, Inc. effective August 15, 2022.**
**Second: Mr. Nelson. Unanimously approved 5-0.**

6:24 p.m. Public Hearing: Dangerous Dog Hearing (cont'd from April 13, 2022)
Diana Rasoul-Agha, dog owner, spoke with the Board regarding her dog "Axel" residing at 233 West Street.

John Schlittler, Police Chief requested that the Select Board hold a dangerous dog hearing in accordance with MGL c. 140 Section 157 and Town By-Law 3.7.5 on a complaint about a dog by the name of "Axel" residing at 233 West Street in Needham. Chief Schlitter gave a brief update on the status of the situation, noting Ms. Rasoul-Agha was not in compliance with the Select Board orders based on the incident of the barking dog complaint that happened last week, and that Alex was outside, tethered and unsupervised on the deck. Chief Schlitter commented on the homeowners insurance and questioned whether compliance has been met.

Discussion ensued with Ms. Rasoul-Agha about her understanding of the conditions set by the Select Board, as well as the latest incident.

Ms. Cooley invited public comment.

Lisa Madkins, 15 Bobsled Drive commented on the attack on her dog "Max" in December 2021, which she said was the fourth incident when Axel and Maya were off leash at Hillside School. Ms. Madkins stated she and her dog continue to be traumatized by the event. She said it is important the dogs stay contained at Ms. Raoul's home and are never off leash again.

Mr. Borrelli asked for proof that the victims have been reimbursed from Ms. Rasoul.

Ms. Rasoul emphasized she is doing her best to control her dogs, and that she believes she has completed 7 of the 9 orders imposed by the Select Board.

Ms. Cooley reiterated to Ms. Rasoul that securing and confining the dogs on the property and preventing escape with a fence is the most important order imposed by the Select Board. She also pointed out the tether used to restrain Axel exceeds the order for a restraining device not exceeding 3 ft. in length, and that it is not clear to her that the tether meets the 300 lb. tensile strength. She commented on the possibility of issuing a fine. She suggested continuing the hearing to June 28, 2022 at a time to be determined.

Mr. Borrelli pointed out there is a clear violation in restraining the dog. He said he, and others, are frustrated by the number of hearings that have been held since March 14, 2022. He concurred with Ms. Cooley's suggestion to continue the hearing but monitoring the premises must continue.

**Motion by Mr. Borrelli that the Select Board vote to continue Public Hearing: Dangerous Dog Hearing to Tuesday, June 28, 2022.**
**Second: Ms. Frail. Unanimously approved 5-0.**

Ms. Frail expressed concern for the amount of time being spent on the issue. She told Ms. Rasoul to err on the side of caution, noting the Select Board continues to extend every opportunity to Ms. Rasoul-Agha. She concluded she is beginning to feel uncomfortable with the situation.

Ms. Cooley said everyone is working hard, noting the neighborhood is traumatized.

6:51 p.m. Needham Community Revitalization Trust Fund (NCRTF) Project Updates:
Paul Good, Chair, NCRTF and Amy Haelsen, Economic Development Manager updated the Select Board on three major projects being coordinated and funded by the NCRTF including the 'Needham to the World' mural, the rotating art gallery at Eaton Plaza, and the Ridge Hill mural.

Mr. Good gave a brief overview of the purpose of the Needham Community Revitalization Trust Fund. He said since the start of the Fund, nearly forty projects have been completed with private donations. Mr. Good described for the Board the three major projects currently being coordinated and funded.

Mr. Borrelli suggested including the DCA (Distinguished Career Award winners) from the Needham High School, and others who did not graduate from Needham High School. It was noted that donations to the Fund can be made at www.needhamma.gov\NCRTF

The Board thanked Mr. Good and Ms. Haelsen for the update.

7:13 p.m. Rail Trail - Chestnut Street Extension:
Alan Cloutier, WorldTech, Richard Benevento, WorldTech, Ed Olsen, Parks & Forestry Superintendent, Cecilia Simchak, Finance and Administration for Public Services, Stacey Mulroy, Park & Recreation, and Tom Ryder, Assistant Town Engineer spoke with the Board about the Rail Trail - Chestnut Street Extension.

Mr. Olsen stated that in FY2020, the Town received State funding to investigate options for connecting the existing Rail Trail to Chestnut Street. He said WorldTech Engineering prepared a report and concept plans at the beginning of the pandemic, noting representatives of WorldTech will provide the Board with a summary of the options for the extension of the Rail Trail to Chestnut Street (Southern end). He noted that the Board will also discuss the construction of a shared use path from Needham Heights to Newton (Northern end) as part of its goals for FY2023-FY2024.

Alan Cloutier, WorldTech presented a PowerPoint titled "Needham Trail Concepts, Needham, MA." He said the extension of the trail will be recreational, as well as a non-motorized connection to the center of Needham. He commented on meetings with the MBTA, noting the MBTA will not allow any section of track to be removed, as the location is one of the only places the MBTA can turn a train around. He said the MBTA also will not allow any shared use of the tracks, but a fence can be erected. Mr. Cloutier briefly described four Off-Road Concepts, the On-Road Concept, and Cost Estimates for a path connecting from High Rock Street to Chestnut Street. It was noted the cost for the entire project is roughly $2 million in 2020 dollars.

Ms. Cooley noted discussion tonight is intended as background information for the Select Board as it heads into priority setting discussions this summer and where the project will fit, in light of other amenities (i.e. a skatepark).

James Goldstein, 40 Coolidge Avenue, Rail Trail Committee member, commented on the proposed width of a path, the offset of the path from the rail line required by the MBTA, and the best options for cyclists. He noted the removal of ledge proposed by WorldTech is ⅓ the cost of the project, suggesting less ledge removal is less costly. Mr. Goldstein commented on the impact to wetlands and cost of wetlands replication. Mr. Goldstein asked, "what is the Board's next step?"

Discussion ensued on wetland replication, the potential for a boardwalk, and the on-street portion of the project.

Ms. Cooley commented the information received tonight is to give the Select Board a direction, not an active project. She said the Select Board must decide whether the project will move forward during its Priorities and Goals discussions to be held in August 2022.

Mr. Borrelli suggested the least amount of impact to the neighbors on Chestnut Street and starting with the On-Road Concept, which would then drive the Off-Road Concept.

Ms. Frail said she is enthusiastic for an entire section of Needham to have the ability to connect and have access to Chestnut Street. She suggested using materials suitable for year-round use. She noted her concern for safety on Chestnut Street, and the viability of bringing a bike path into Needham Center.

Mr. Keane said he is enthusiastic and supportive of the project, suggesting the On-Road path be on the east side of Chestnut Street to avoid the hazard of the commercial driveway between the two railroad bridges.

The Board thanked the presenters for the information and update.

7:55 p.m. Proposed Alcohol Regulations Changes - Breweries:

Katie King, Assistant Town Manager/Operations, Ivria Fried, Town Counsel (via Zoom), Myles Tucker, Support Services Manager, and Amy Haelsen, Economic Development Manager presented recommended changes to the Select Board's Regulations for the Sale of Alcoholic Beverages, which would determine how breweries would be licensed locally.

Ms. King reminded the Select Board that Last fall, the Select Board and Planning Board agreed that allowing breweries to locate in Needham provided an economic development opportunity, to further diversify Needham's business inventory, and offer an additional amenity to residents and visitors. The Planning Board is advancing a zoning amendment for the Special Town Meeting in the fall, which would define brewery business types and determine where each could be located by special permit. This, paired with the Select Board's updated liquor license regulations, will provide Town Meeting Members with a full view of the Town's brewery proposals. Ms. King said the purpose tonight is to provide the Select Board foundational information, recommending the Board hold a public hearing at its next meeting scheduled for June 28, 2022, with a possible vote at its July or August 2022 meeting. Ms. King explained the full text of the Planning Board's draft zoning article includes definitions of each business type (Brew Pub and Microbrewery) relevant to the Select Board's liquor license policy. Ms. King commented on the Federal & State Brewery Licensing Framework, saying the industry is heavily regulated. She noted the fundamental role of the Select Board is to issue licenses for the sale of on-premises consumption of alcohol for both Brew Pub and Microbreweries. Ms. King referred to a chart dated June 10, 2022 outlining the Existing Select Board Regulations for Package Store and Restaurants and the Proposed Additions to the Select Board Regulations for Brew Pub and Microbrewery. Ms. King turned to the Town of Needham Regulations for the Sale of Alcoholic Beverages and reviewed the proposed changes, particularly the Rules and Regulations Applicable to Farmer Series Pouring Permittees (Section 10).

Discussion ensued on the set up of the floor plan for microbreweries and restaurants, and whether the Board wants to make a distinction about an area on site vs. standing room only. Also discussed was whether microbreweries should be required to have food available and to what extent, and whether or not to allow the use of pitchers. Ms. King commented on the Schedule of Town of Needham Fees for CY2022.

Ms. Cooley concluded discussion tonight has focused only on specific changes for microbreweries. She noted further discussion will be held regarding Town alcohol regulations in an attempt to become more standardized.

Ms. Fried said the Board could consider holding its public hearing and adopt changes that impact farmer series pouring permits then, at a later date, look more holistically at all of the regulations or to adopt all of the changes in July.

Mr. Nelson commented the Select Board must keep in mind what it is doing without endangering lives and the relation it has to OUI's. He pointed out the town has recently seen five OUI's in the last month or so.

Mr. Borrelli commented on the 35% limitation, saying the Select Board must consider a holistic approach. He noted proposed zones from the Planning Board, suggesting zoning for brew pubs and restaurants should "match up." Mr. Borrelli commented on Needham Crossing/Mixed-Use 128 being a destination location for a microbrewery.

Discussion ensued on maintaining the 35% limitation for on-premise consumption. Ms. Fitzpatrick commented there is not a prohibition on the 35%, but rather it is a threshold by which the Board can determine whether there may be a problem. Also discussed was the yearly number of barrels that can be produced. Mr. Keane suggested the Planning Board should be mindful of the number of gallons of water it takes to produce one barrel of beer and wastewater treatment.

The Board thanked Ms. King, Ms. Fried, and Ms. Haelsen for their work.

8:32 p.m. Town Manager:

Kate Fitzpatrick, Town Manager spoke with the Board regarding 1 item.

1. Remote Participation by Members of Public Bodies

Katie King, Assistant Town Manager/Operations said since the start of the pandemic, the State has provided certain flexibilities to the Open Meeting Law (M.G.L. c.30A, §§18-25). Those flexibilities were set to expire on July 15, 2022. Ms. King said since the Select Board's last meeting, the state senate voted to extend those COVID-19 flexibilities until December 15, 2023. As of this date, all public bodies will be required to provide in-person access for the public and all members of public bodies would be required to attend meetings in person. The Select Board can adopt a policy under 940 CMR 29.10 and authorize the Town Manager to allow members of public bodies to participate remotely in limited circumstances. Ms. King reviewed changes made to the draft policy dated May 25, 2022, noting other boards and committees also shared feedback on the policy. She asked the Select Board to vote to adopt the policy.

Discussion ensued on the percentage time board and committee members may participate remotely in meetings.

**Motion by Mr. Borrelli hat the Select Board vote to adopt the Member Remote Participation in Public Meetings Policy, with additional language stating the Chair must be physically present at the meeting, and to authorize the Town Manager to implement remote participation consistent with said policy pursuant to 940 CMR 29.10(2)(a) and, further, to encourage all Town boards, commissions and committees to continue to provide a means for the general public to view public meetings remotely.**
**Second: Mr. Keane. Unanimously approved 5-0.**

8:45 p.m. Board Discussion:

1. 557 Highland Avenue/Highland Innovation Center Project

   The Board discussed comments that it may wish to submit to the Planning Board as part of the permitting process for the 557 Highland Avenue/Highland Innovation Center Project.

   Ms. Cooley said the developer (Bulfinch Development) is listening carefully to community input about what it would like the project to ultimately look like as a gateway into Needham. She noted the developer has already committed to a number of items the community values.

   **Motion by Mr. Nelson that the Board authorize the Town Manager to forward a letter to the Planning Board relative to the Highland Innovation Center Project.**
   **Second: Ms. Frail. Unanimously approved 5-0.**

2. Committee Reports

   Ms. Frail reported the Housing Plan Working Group has done great work establishing building principles and assessing the situation as it currently stands. She said sub-groups also gave reports, assessments, and in some cases, recommendations, all of which will be brought forward in the final committee report.

   Ms. Cooley reported she and Mr. Keane attended the Climate Action Committee meeting last night. She noted Ms. Fitzpatrick spoke about Community Electricity Aggregation, which she said the Select Board will consider as a goal next year. She said discussion included what other communities are doing and the process of developing a plan, which she said will require a vote by Town Meeting in order to begin. Ms. Cooley noted the Town is currently working with the MAPC on a greenhouse gas inventory of municipal uses of greenhouse gasses for the entire town. She noted that Cyndi Roy Gonzalez also attended the meeting to discuss ways to promote the work of the committee.

   Mr. Nelson reported that last night, Monday, June 13, 2022, the third meeting of the "Connections: Cops and Community - Community Conversation" series was held and was an overwhelming success. He thanked Ms. Fitzpatrick, Ms. King, and the planning committee for their work. Mr. Nelson said he feels like the community and law enforcement were heard, and that education and a commitment to building relationships will help break historical policing precedent and move the Town forward.

   Ms. Cooley encouraged folks to watch the "Connections: Cops and Community - Community Conversation" session on the Needham YouTube channel. She thanked Chief Schlittler for his work and that it was "a healthy conversation" for everyone.

Ms. Cooley said she attended the opening of the 11th season of Farmers Market on Sunday, June 12, 2022, at Greene's Field. She encouraged folks to shop at the market this summer.

Ms. Cooley thanked Mr. Borrelli for attending the Historic Commission meeting.

9:00 p.m. Adjourn:

**Motion by Mr. Nelson that the Select Board vote to adjourn the Select Board meeting of Tuesday, June 14, 2022.**
**Second: Mr. Borrelli. Unanimously approved 5-0.**

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

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

The Select Board's next regularly scheduled meeting will be held on Tuesday, June 28, 2022 at 6 p.m. at Needham Town Hall.

**Town of Needham**
**Select Board**
**Minutes for Tuesday, June 28, 2022**
**Needham Town Hall**
**Select Board's Chamber**
**and**
**Via ZOOM**
**https://us02web.zoom.us/j/86292653911**

5:45 p.m. Call to Order:
A meeting of the Select Board was convened by Chair Marianne B. Cooley. Those present were Marcus Nelson, Kevin Keane, Heidi Frail, Matthew Borrelli, and Town Manager Kate Fitzpatrick. Dave Davison, ATM/Finance, Katie King, ATM/Operations, Myles Tucker, Support Services Manager, Kristin Scoble, Administrative Specialist and Mary Hunt, Recording Secretary were also in attendance.

Ms. Cooley referred to recent Supreme Court decisions, saying she has been asked to make a resolution on behalf of the Town. She stated that while the Town will not make any resolution, she reiterated Needham is no place for hate for any reason. She commented that resolutions have been done in the past for things directly affecting the community and acknowledged it has been "a tough couple of weeks."

5:48 p.m. Joint Meeting with Trustees of the Needham Free Public Library: Appointment of Trustee
Kay Cahill, Chair, Carol Thomas, Tom Harkins, Robert Petit, Anna Giraldo-Kerr (via Zoom), and Jay Fialkov (via Zoom) met with the Select Board to discuss the vacancy on the Trustees of Needham Public Library left by Richard C. Hardy who passed away March 8, 2022.

Ms. Cooley acknowledged Mr. Hardy's years of service to the Town in many areas, not only as a member of the Trustees of Needham Public Library.

Ms. Cooley noted Marcus Nelson, Vice Chair of the Select Board attended a special meeting of the Trustees of the Needham Free Public Library on June 21, 2022 and interviewed several candidates for the vacancy on the Library Board of Trustees. Mr. Nelson and the Trustees recommend that Erhardt Graeff be appointed to serve the remainder of the term until the next Town Election.

Mr. Nelson said the process of filling the vacancy went well, with a strong pool of five candidates. Mr. Nelson stated Mr. Graeff has a passion for the library, saying he enjoyed getting to know him a little bit through the interview process and that it makes sense for Mr. Graeff to fill the vacancy. He wished him well in his new role.

**Motion by Mr. Borrelli that the Select Board and Board of Trustees of the Needham Free Public Library vote to appoint Erhardt Graeff to the Trustees**

**of the Needham Free Public Library until the next Town Election to be held on April 11, 2023.**
**Second: Mr. Nelson. Unanimously approved 11-0 by roll call vote.**

5:55 p.m. Recognition of Fire Chief Dennis Condon:
Dennis Condon spoke with the Board about his decision to retire after 36 years of service with the Needham Fire Department, culminating in eight years as Fire Chief.

The Board thanked Chief Condon for his dedication and hard work to the Town, saying he will be incredibly missed and leaves a strong legacy.

Ms. Fitzpatrick noted she and Chief Condon have worked together for more than 32 years, saying it has been a pleasure.

Chief Condon said he is thankful for the career he had in Needham and never regretted a day getting up and going to work. He thanked the Select Board and all boards and committees in Needham for their support.

Mr. Nelson read a Certificate of Appreciation awarded to Chief Condon in recognition of his 36 years of service to the Needham Fire Department, culminating in 8 years as Fire Chief. Your legacy will be felt by members of the Department, Town, and residents for years to come. Congratulations on your retirement!

6:05 p.m. Public Hearing: Grant of Location - 7 Starr Ridge Road
Joanne Callender, Eversource Representative spoke with the Board requesting permission to install approximately 14 feet of conduit in Central Avenue. This work is necessary to provide electric service to 7 Starr Ridge, Needham, MA.

Ms. Fitzpatrick indicated all paperwork is in order.

Ms. Cooley invited public comment. No comments were heard.

**Motion by Mr. Nelson that the Select Board approve and sign a petition from Eversource Energy to install approximately 14 feet of conduit in Central Avenue.**
**Second: Mr. Borrelli. Unanimously approved 5-0.**

6:06 p.m. Public Hearing: Grant of Location 1607 Central Avenue
Joanne Callender, Eversource Representative spoke with the Board requesting permission to install approximately 22 feet of conduit in Central Avenue. This work is necessary to provide electric service to 1607 Central Avenue, Needham, MA.

Ms. Fitzpatrick indicated a portion of the work was completed prior to receiving approval from the Select Board.

Discussion ensued with Mr. Pace, homeowner and local builder regarding the Grant of Location process.

Ms. Cooley invited public comment. No comments were heard.

**Motion by Ms. Frail that the Select Board approve and sign a petition from Eversource Energy to install approximately 22 feet of conduit in Central Avenue.**
**Second: Mr. Nelson. Unanimously approved 5-0.**

6:13 p.m. Public Hearing: Alcohol License Hearing - New Garden Inc., d/b/a New Garden Restaurant

John Schlittler, Chief of Police and Christina Tyler, of Framingham, MA and as representative of New Garden Restaurant spoke with the Select Board, as the local licensing authority, regarding the provisions of M.G.L. c. 138 and Town of Needham Alcohol Regulations.

Ms. Cooley read a statement saying the purpose of the hearing will be to consider the modification, suspension, revocation, or cancellation of the Section 12 Restaurant All Alcohol License for New Garden Inc., d/b/a New Garden Restaurant due to the sale of alcohol to a person under the age of 21. She noted several pieces of documentation as part of the record.

Chief Schlittler commented on the compliance check made on April 6, 2022 to New Garden Restaurant by the Needham Police Department. He noted his concern that a manager was not present in the restaurant at the time of the violation and commented on the history of violations for the location.

Ms. Tyler, manager acknowledged the incident, saying the restaurant is working hard to check ID's and will be acquiring a scanner. She said she believes the worker genuinely misread the i.d. and apologized for the incident.

Ms. Cooley invited public comment. No comments were heard.

Mr. Nelson said he is concerned that little progress has been made since the last meeting in May 2022 to acquire a scanner. Ms. Cooley clarified conversations regarding New Garden Restaurant acquiring a scanner began in January 2022.

Discussion ensued on the definition of a manager, TIPS certification, the restaurant acquiring a scanner, and that it was the third offense at the restaurant.

Mr. Borrelli stressed the importance of the restaurant getting a scanner and that the responsibility rests with the business owner.

**Motion by Mr. Borrelli that the Select Board finds sufficient evidence that, on April 6, 2022, New Garden Inc., d/b/a New Garden Restaurant violated 204**

**CMR 2.05(2) permitting an illegality on the licensed premises, to wit: Chapter 138, Section 34, sale or delivery of an alcoholic beverage to a person under twenty-one years of age.**
**Second: Mr. Nelson. Unanimously approved 5-0.**

Ms. Cooley commented she is disturbed by three things: (1) Mr. Raymond So, Manager chose not to attend tonight's hearing as it should have been a priority for him, (2) the scanner is not in place, particularly since it was discussed in January 2022, and (3) that the restaurant is still working to get some employees TIPS. certified.

Mr. Frail concurred the scanner should be in place and employees should be TIPS trained before being able to serve alcohol.

Mr. Borrelli asked whether the hearing could be continued until such time as the scanner is in place, all employees are TIPS trained, and Mr. So appears before the Select Board?

Ms. Cooley said she is not sure the hearing could be continued without a suspension being imposed.

Discussion ensued on requiring a scanner be in use, along with a three day suspension of the alcohol license with one additional day held in abeyance. Ms. Cooley said she would welcome updates on the number of staff who are TIPS certified.

**Motion by Mr. Borrelli that the Select Board suspend New Garden Inc., d/b/a New Garden Restaurant's Section 12 Restaurant Innholder All Alcoholic Liquor License for a period of up to 3 days to be designated by the establishment and a fourth day to be held in abeyance pending completion of Select Board orders within 2 weeks from tonight (July 12, 2022), including TIPS certification by staff and the institution of a scanner (equipment or software). If the Select Board orders are completed by July 12, 2022, the suspension will be 3 days (consecutive or not) selected at the establishment's choice. If the Select Board orders are not completed by July 12, 2022, then the suspension must be 4 consecutive days to include a weekend.**
**Second: Ms. Frail. Unanimously approved 5-0.**

**Motion by Mr. Borrelli that the Select Board authorize the Town Manager to draft and send notice of the Select Board's decision to the Licensee and to the Alcoholic Beverages Control Commission.**
**Second: Mr. Nelson. Unanimously approved 5-0.**

6:37 p.m. Appointments and Consent Agenda:
**Motion by Mr. Borrelli that the Select Board vote to approve the Appointments and Consent Agenda as presented.**

**APPOINTMENTS**

1. **Committee Reappointments: See attached.**

**CONSENT AGENDA *=Backup attached**

1. **Accept the following donation made to the Needham Health Division, Gift of Warmth Program: $300 from the Christ Episcopal Church.**
2. **Accept the following donation made to the Needham Community Revitalization Trust Fund: $1000 from the Petrini Corporation.**
3. **Accept the following donations received by the Needham Public Library: The Dedham Savings Bank donated $49.99 to buy a Kindle Fire as a prize for the Summer Reading Program, Ann MacFate donated $300 in honor of Irene MacFate, the Needham Community Council donated $300 for English language learner (ELL) books, and Anna Giraldo-Kerr donated a copy of His Name is George Floyd by Robert Samuels and Toluse Olorunnipa (est. value $20).**
4. **In accordance with Section 20A (b) of the Town Charter, authorize the Town Manager to designate Katie King as Acting Town Manager for the period August 12, 2022 through September 2, 2022 inclusive.**
5. **In accordance with Section 20 C of the Town Charter, approve the Town Manager's appointment of Thomas M. Conroy as Fire Chief.**
6. * **Approve Round 2 Economic Development ARPA Grant awards contingent on any pending compliance with federal, state and local law and regulations.**
7. * **Approve a Weekday Entertainment License for Needham Golf Club for remainder of 2022.**
8. * **The Town of Needham Select Board positively endorses the Minuteman Regional Vocational Technical School Committee to appropriate $500,000.00 from certified excess and deficiency to be transferred to the Capital Stabilization Fund. This transfer will support Minuteman's expansion capacity plans. This action will result in an amendment (increase) to the FY2022 Minuteman Regional Vocational Technical School District's approved budget but will not change the assessment already established with the Town of Needham. The Minuteman Regional Vocational Technical School Committee will not act on this appropriation unless it is positively endorsed by two-thirds of the member towns.**
9. **Accept the following donations made to Needham Public Health's Domestic Violence Action Committee: $25 from Claire Blum.**
10. **Accept the following donation made to Needham's Aging Services Division: $1,688.58 from John Bulian.**
11. * **Approve the amended standard mileage rate for the second half of the calendar year 2022 (July 1 – December 31, 2022).**
12. **Grant permission for the following residents to hold block parties:**

| Name | Address | Party Location | Party Date | Party Rain Date | Party Time |
|---|---|---|---|---|---|
| Robert Petitt | 80 Robinwood Avenue | Robinwood Avenue | 7/4/22 | N/A | 3pm-9pm |

**Second: Mr. Nelson. Unanimously approved 5-0.**

Mr. Borrelli noted the appointment of Thomas M. Conroy as Fire Chief. He also commented on grant money awarded to small businesses and non-profit organizations in Needham totaling $127,500.

Ms. Cooley thanked Mr. Nelson, Vice Chair for his work interviewing potential candidates and residents who volunteered to work on boards and committees.

6:39 p.m. Sign Order of Taking for Town Way (Form 3) for Hutter Ridge Road:
Hutter Ridge Road has been accepted as a town way at the May 2022 Town Meeting. Hutter Ridge Road is located off of Webster Street.

**Motion by Mr. Borrelli that the Board vote to approve and sign the Order of Taking for Town Way (Form 3) for Hutter Ridge Road.**
**Second: Mr. Nelson. Unanimously approved 5-0.**

6:45 p.m. Public Hearing: Proposed Alcohol Regulations Changes - Breweries
Katie King, Assistant Town Manager/Operations spoke with the Board regarding the Town's proposal to allow breweries in Needham to further diversify its business inventory and offer an additional amenity to residents and visitors. The Planning Board is advancing a zoning amendment for the Special Town Meeting in the fall, which would define brewery business types and determine where each could be located by special permit. The Select Board oversees liquor licenses for all establishments that sell alcohol in Needham and must update the Town's liquor license policies to allow for breweries. The Select Board welcomes public comments on proposed changes to the Town's Regulations for the Sale of Alcoholic Beverages, which would determine how breweries would be licensed locally. Written comments can be sent to otm@needhamma.gov until Friday, July 15.

Ms. King reviewed language changes to the draft policy regulations based on the Board's previous feedback.

Discussion ensued on the service of food, retail sales and off premise retail sales hours.

Ms. Cooley invited public comment.

Tom Harkins, 24 May Street said breweries are a positive addition to Needham. He commented on proposed zoning regulations, saying he expressed his concern to the Planning Board at a public hearing held on March 28, 2022. He said he hopes any zoning article coming before Town Meeting is no more restrictive than is necessary to protect and serve the interests of all in Town. Mr. Harkins said he has more comments and will email Ms. King before the July 15 deadline.

Mr. Borrelli concurred with comments made by Mr. Harkins, saying he hopes the regulations can be expanded into other zones, not restricted to certain areas. He said food trucks would be the only caveat, which should not be next to an establishment.

Ms. Cooley reiterated the public comment period is open until July 15, 2022.

6:55 p.m. Public Hearing: Dangerous Dog Hearing (continued from April 13, 2022)
Diana Rasoul-Agha, Dog Owner appeared before the Board to discuss her dog "Axel" who was deemed a dangerous dog by the Select Board at a public hearing in January 2022.

Discussion ensued on four items: Ms. Rasoul-Agha's application to five companies for canine liability insurance (denied due to Axel's bite history), neutering scheduled for October 2022, behavioral analysis, and use of the front door gate/garage door.

Ms. Cooley stated she is unsure the Select Board has other alternatives to consider. She asked for comments from the Board.

Mr. Nelson said it seems that every time the Board asks Ms. Rasoul-Agha to address an issue, there is something else that comes up that impedes progress. He said it is getting tough to have patience, and that the Board is trying to make accommodations for Ms. Rasoul-Agha. Mr. Nelson said the neighborhood is terrified because of the incidents and it is getting hard to be empathetic.

Mr. Keane said dogs are expensive. He said the Select Board is trying to fix the situation and protect the neighborhood, but Ms. Rasoul-Agha is "price shopping." He noted the pattern by Ms. Rasoul-Agha of "going cheap" to avoid making progress, which he said is frustrating. He said it is time to make a motion or speak with legal counsel about next steps. Mr. Keane said Ms. Rasoul-Agha must realize that having a dog is expensive, keeping a dangerous dog in the home is prohibitive, and that Axel must be rehomed.

Mr. Borrelli concurred with the comments, saying there is a difference between being reasonable and being taken advantage of. He said the Board is trying to be kind, but there is a breaking point.

Ms. Frail said Ms. Rasoul-Agha has done an extraordinary amount of work in trying to complete the list of conditions. However, she reminded Ms. Rasoul-Agha that in an initial meeting, Ms. Agha was told this was going to be "a very tall order" and very expensive. Ms. Frail said few people have the resources to handle the conditions as laid out by the Select Board. She said the neighbors are terrified and that in order to save the life of her dog, all of the conditions had to be met on a timely basis. Ms. Frail said it is time to move on.

Ms. Cooley told Ms. Rasoul-Agha the Select Board is in agreement in its dismay, despite the work she has done. Ms. Cooley said she is deeply saddened Ms. Rasoul-Agha has made no apology to any of the neighbors, and that the neighborhood is traumatized. Ms. Cooley said tonight's public hearing will be continued to the next Select Board meeting, and unless all of the conditions are resolved, the Board will take up a discussion on euthanasia. She said euthanasia is not a decision the Select Board ever wanted to make for a dog owner.

**Motion by Mr. Borrelli that the Select Board vote to continue Public Hearing: Dangerous Dog Hearing to Tuesday, July 26, 2022.**
**Second: Mr. Keane. Unanimously approved 5-0.**

Mr. Nelson pointed out the Select Board tried to do everything, and that Ms. Rasoul-Agha should not think the Board failed her. He stated it is the complete opposite and that Ms. Rasoul-Agha is the one that brought the Select Board to this point. He said it is the end of the road.

7:21 p.m. Town Manager's Report:

Ms. Fitzpatrick reminded residents that the Office of the Town Manager processes passports, noting the number thus far, for this fiscal year, is significantly higher than in any other previous year. She thanked the staff for the amazing job they are doing on behalf of residents.

Ms. Fitzpatrick noted the new public safety buildings are being dedicated on Thursday, June 30, 2022 and invited the public to attend the 4 p.m. dedication at Fire Station 2 in Needham Heights and the 5 p.m. dedication at the new building on Chestnut Street.

Ms. Fitzpatrick reminded the Board of the July 3 and 4 festivities, and the opening of the Rosemary Pool Complex. She noted fireworks will take place on Sunday, July 3, 2022 at dusk.

Ms. Cooley commented the Town is not currently restricting lawn watering but continues to monitor drought and rainfall conditions.

7:25 p.m. Board Discussion:

1. <u>Committee Reports</u>

Ms. Cooley said NUARI met, noting part of the discussion was about the future of the NUARI committee. She said the original charge was for a one-year committee, but the charge was extended to two years. Ms. Cooley said many tasks have been accomplished including setting a vision for racial equity for the Town and how boards and committees can incorporate the work of NUARI into their agendas. She said a great deal of work took place with the Needham Police Department with the goal of every resident feeling welcome in Town. Ms. Cooley stated NUARI decided to stay constituted and will continue to meet annually (likely in late March),

with a goal of reviewing the work of boards and committees during the previous year, culminating with an annual report to Town Meeting.

Mr. Nelson said the work of NUARI has been very beneficial, both as a town and to individuals. He thanked everyone for their hard work in making diversity, equity, inclusion, and belonging part of the fabric of Needham. He said it's not "what we do, but who we are as a town." He stated the work is influential in making Needham a destination for people of all different backgrounds, cultures, identities, and a place where people are celebrated for their differences, without trying to conform to how things are or how things have always been done. Mr. Nelson said it has been a pleasure to be part of the group, noting intense discussions have always been treated with respect and empathy for different opinions. He said every meeting was led with love and is a total win for Needham. He said he can't wait to see how Needham continues to blossom and evolve as a town.

Ms. Cooley noted a quote from Theodore Roosevelt "Neither our national nor our local civic life can be what it should be unless it is marked by the fellow feeling, the mutual kindness, the mutual respect, the sense of common duties and common interests." Ms. Cooley said she hopes the sentiment always guides the work of the Select Board and the Town.

7:32 p.m. Executive Session: Exception 3 (Collective Bargaining) and Exception 2 (Collective Bargaining - Non-Union Personnel)

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

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

**and**

**Exception 2 - To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel.**

**Not to return to open session prior to adjournment.**

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

The next Select Board meeting is scheduled for Tuesday, July 26, 2022.

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

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

Note: The meeting adjourned at 8:40 p.m.

# WARRANT FOR THE
## STATE PRIMARY
## The Commonwealth of Massachusetts

## TUESDAY, SEPTEMBER 6, 2022

*Norfolk, ss.*

**To either of the Constables of the Town of Needham**

**GREETING:**

**In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said town who are qualified to vote in Primaries to meet at their respective voting places in said Town, namely:**

**PRECINCT A - Center at the Heights - 300 Hillside Ave.**
**PRECINCT B - Center at the Heights - 300 Hillside Ave.**
**PRECINCT C - Newman School - 1155 Central Ave. - Gym**
**PRECINCT D - Newman School – 1155 Central Ave. - Gym**
**PRECINCT E - Needham Golf Club - 49 Green St.**
**PRECINCT F - Rosemary Rec. Complex – 178 Rosemary St**
**PRECINCT G - Rosemary Rec. Complex – 178 Rosemary St.**
**PRECINCT H - Needham Golf Club – 49 Green St.**
**PRECINCT I - Town Hall, 1471 Highland Ave – Powers Hall**
**PRECINCT J – Town Hall, 1471 Highland Ave – Powers Hall**

## ON TUESDAY, THE SIXTH DAY OF SEPTEMBER, 2022

**From 7:00 A.M. to 8:00 P.M. for the following purposes:**

**To cast their votes in the State Primary for the candidates of Political Parties for the following offices:**

| | |
|---|---|
| GOVERNOR | For this Commonwealth |
| LIEUTENANT GOVERNOR | For this Commonwealth |
| ATTORNEY GENERAL | For this Commonwealth |
| SECRETARY OF STATE | For this Commonwealth |
| TREASURER | For this Commonwealth |
| AUDITOR | For this Commonwealth |
| REPRESENTATIVE IN CONGRESS | Fourth District |
| COUNCILLOR | Second District |
| SENATOR IN GENERAL COURT | For Norfolk, Worcester, and Middlesex District |
| REPRESENTATIVE IN GENERAL COURT | Thirteenth Norfolk District |
| DISTRICT ATTORNEY | Norfolk District |
| SHERIFF | Norfolk County |
| COUNTY COMMISSIONER | Norfolk County |

## The Polls Will Be Open From 7:00 A.M. to 8:00 P.M.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.
Given under our hands this 26th day of July, A.D. 2022.

**Marianne B. Cooley, Chair**
**Marcus Nelson, Vice Chair**
**Kevin J. Keane, Clerk**
**Heidi R. Frail, Member**
**Matthew D. Borrelli, Member**
***Select Board of Needham***

**A true copy,**
**ATTEST** _____ **2022**

**Constable** **(month) (day)**

Theodora K. Eaton, MMC
Town Clerk

# TOWN OF NEEDHAM

*Office of the Town Clerk*

1471 Highland Avenue, Needham, MA 02492-0909
Telephone (781) 455-7500 x216
Fax (781) 449-1246
Email: Teaton@needhamma.gov

July 18, 2022

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

Dear Members of the Select Board:

On June 22, 2022, an election reform law titled "The Votes Act" was signed into law.

Effective immediately, the law regarding the assignment of police officers at polling places is amended to require the Select Board to assign police officers and constables to polling places. Previously, this was the responsibility of the chief of police.

Police officers uphold the election laws and the safety of the workers and voters on election day. There are two shifts on election day staffed by police officers as follows:

1. the morning shift arrives at the Town Clerk's Office at 6:00 AM to pick up both the regular and absentee ballots, the ImageCast Tabulators, and supply cases to take to the polling location.
2. The afternoon shift arrives at each precinct location to relieve the first police officer. After the polls close, that officer brings back to Town Hall the ballots (both used and unused), the ImageCast Tabulator, and the supply case.
3. At 8:00 PM an additional police officer is assigned to staff the Town Hall

Because the selection of police officers who will be working at the polls on election day depends upon their availability just prior to each Election, I would like to recommend that the Select Board vote to assign police officers to each polling location and one at Town Hall as recommended by Police Chief John Schlittler.

Thank you for your assistance and vote on this new section of the Votes Act for the forthcoming 2022 State Primary, 2022 State Election and all future elections

Sincerely,

Theodora K. Eaton

Theodora K. Eaton, MMC
Town Clerk

Cc: Kate Fitzpatrick, Town Manager
John Schlittler, Police Chief

# Town of Needham, Massachusetts
# Road Event Form

**INTERNAL USE ONLY**

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

***TYPE OF EVENT:*** *(check all that apply)*

☐ ***RUN*** ☐ ***WALK*** ☑ ***BICYCLE*** ☐ ***MOTORCYCLE***

| ***Name of Event:*** | ***Name of Organization:*** |
|---|---|
| 35th Annual Bike-A-Thon | Bikes Not Bombs |

| ***Event Date(s) and Rain Date if requesting:*** | ***Earliest Time Expected in Needham:*** <br> ***Latest Time Expected in Needham:*** |
|---|---|
| Sunday 9/11/22 (rain date Sunday 9/25/22) | |

| ***Has this event been conducted in other Towns in the past?*** ☑***YES*** ☐***NO*** | ***If yes, name of Town and date:*** Acton, Bolton, Boston, Brookline, Stow, Sudbury, Harvard, Concord, Littleton, Wellesley, Wayland, Weston, Newton all in 2021. Has also routed through Dover, Westwood, Dedham, Sherborne, Framingham, Ashland, Holliston, Braggvile, Medfield, and Mills. Event has run annually through these towns for 34 years. |
|---|---|

| ***Has this event been held in Needham in the past?*** ☑***YES*** ☐***NO*** | ***If yes, are you repeating the same route as in prior year(s)?*** ☑***YES*** ☐***NO*** |
|---|---|

| ***Organization Mailing Address:*** | ☑ ***Organization is Not-for-Profit*** |
|---|---|
| 284 Amory St, Jamaica Plain, MA 02130 | |

***Organization Billing Address (if Police Detail is required):***

| ***Primary Contact:*** | ***Contact Title:*** |
|---|---|
| Julia Karr | Development Associate |

***Contact Address:***

284 Amory St, Jamaica Plain, MA 02130

| ***Contact Phone (Day):*** | ***Contact Phone (Cell):*** |
|---|---|
| 617-362-9628 (direct line); general 617-522-0222 | 734-780-1739 |

***Contact Email:***
julia@bikesnotbombs.org

| ***Number of Expected Participants:*** | ***Number of Expected Spectators at Peak Time:*** |
|---|---|
| 300 through Needham, staggered throughout the day. | 0 |

***Are participants charged a fee?*** ☐ ***YES*** ☑ ***NO***

| ***Estimated Number of Vehicles:*** | ***What type of Parking is required:*** |
|---|---|
| One sweep vehicle will pass through at the end | N/A |

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

| ***Are event organizers available to meet with members of the Town to plan event?*** | ***Do event organizers foresee the need for any road closures (subject to police review)?*** |
|---|---|
| ☑***YES*** ☐***NO*** | ☐***YES*** ☑***NO*** |

***What will be done in case of inclement weather?***

If nescessary, we have a rain date set for Sunday September 25th 2022

***Will neighborhoods be impacted by parking and traffic?***
No, riders are given clear instructions for riding etiquette, there are no spectators, and the event starts and ends in Jamaica Plain. There are no rest stops in Needham.

***What activities are planned for the start of the race (if in Needham)?***
N/A

***What activities are planned for the end of the race (if in Needham)?***
N/A

***What facilities are needed for the start of the race (if in Needham)?***
N/A

***What facilities are needed for the end of the race (if in Needham)?***
N/A

| | |
|---|---|
| ***Once the event begins, how long will it take to complete the event?***<br>Riders begin in Jamaica Plain and 3 routes take them through Needham (100, 50, or 30 miles). All routes pass through Needham for approximately 4.5 miles, with riders beginning to arrive in Needham around 7:45am until 1:00pm due to staggered start times and differences in rider's speeds. | |
| ***Are signs requested to post at the start of the race? At the end of the race? Are signs requested for along the route?*** | We would like to place a few signs along the route. They would be placed the evening before and taken down on the same day of the event. We have volunteers scheduled specifically for placing AND removing the signs. |
| ***Will volunteers be placed along the route?*** | Each route has a lead rider and a 'sweep' or end rider to ensure safety, as well as a volunteer from the nearest rest stop who will drive in a vehicle to conduct a final 'sweep' to check that all riders have cleared the route. No volunteers are placed in Needham, only the above passing through with and after the riders. |
| ***Will you be using a sound system? (includes music) If yes, please describe where and when it will be used.*** | No |
| ***Will there be any food served? (contact Needham Health Dept: 781-455-7500 x262)*** | No, not in Needham |
| ***Will portable toilets be used? List locations.*** | No, not in Needham |
| ***Will hydration stops be set up along route? If yes, please include these on route plan.*** | No, not in Needham |
| ***If the event takes place after dark, what is the plan to meet lighting needs?*** | N/A |
| ***What safety measures are being made for participants and spectators? What are plans for handling first aid and medical emergencies?*** | Volunteers will be riding on each route to check for any mechanical or medical emergencies and will contact the closest rest stop to request additional assistance. Each rest stop is staffed with volunteers, including a mechanic and a medical professional. Additionally, volunteers will check the route via vehicle to ensure that all riders have safely continued onto the next stage of the route. All volunteers are trained and supported in their roles. |
| ***Does the event take place during commuter times?*** | No |
| ***Is school in session during the event? Will school drop off or pick up be impacted by the event?*** | No |
| ***Are businesses open during the time of the event?*** | Some, yes - the event takes place on a Sunday |
| ***Does the route pass any business that might be impacted by the event? (e.g. funeral homes, markets, restaurants)*** | Not to my knowledge, no. |
| ***Are there any churches/houses of worship located along the event route? Will church/house of worship services take place during the event?*** | No |
| ***What is the plan to handle trash?*** | Riders are instructed to carry any trash generated with them until they reach the next 'rest stop' where they will dispose of it. There are no rest stops in Needham. |

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

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

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

# Town of Needham, Massachusetts
# Road Event Form

**INTERNAL USE ONLY**

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

***TYPE OF EVENT:*** *(check all that apply)*

☐ ***RUN*** ☐ ***WALK*** ☒ ***BICYCLE*** ☐ ***MOTORCYCLE***

| ***Name of Event:*** | ***Name of Organization:*** |
|---|---|
| Pan-Massachusetts Challenge | same |
| ***Has this event been conducted in other Towns in the past?*** ☒ ***YES*** ☐ ***NO*** | ***If yes, name of Town and date:*** Needham, MA |

***Organization Mailing Address:***
77 Fourth Ave.
Needham, MA 02494

☒ ***Organization is Not-for-Profit***

***Organization Billing Address (if Police Detail is required):***

same

| ***Primary Contact:*** | ***Contact Title:*** |
|---|---|
| Allan Eyden | Road Coordinator |

***Contact Address:***
above

| ***Contact Phone (Day):*** | ***Contact Phone (Cell):*** |
|---|---|
| 781-850-0502 | 339-222-1469 |

***Contact Email:***

ajeyden@pmc.org

| ***Event Date(s):*** | ***Date Expected to be in Needham:*** |
|---|---|
| August 6-7, 2022 | same |

| ***Earliest Time Expected in Needham:*** | ***Latest Time Expected in Needham:*** |
|---|---|
| 0700 | 1500 |
| ***Number of Expected Participants:*** Sat: 2,800 Sun: 750 | ***Number of Expected Spectators at Peak Time:*** |
| ***Are participants charged a fee?*** ☒ ***YES*** ☐ ***NO*** | |
| ***Estimated Number of Vehicles:*** 6 | ***What type of Parking is required:*** none |

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

N/A

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

Yes, if necessary

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

No

***What will be done in case of inclement weather?***

Event is held rain or shine

***Will neighborhoods be impacted by parking and traffic?***

Briefly on Saturday

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

N/A

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

N/A

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

None

| | |
|---|---|
| ***What facilities are needed for the end of the race (if in Needham)?*** None | |
| ***Once the event begins, how long will it take to complete the event?*** Sat: about 1 hour, Sun: about 4 hours | |
| ***Are signs requested to post at the start of the race? At the end of the race? Are signs requested for along the route?*** | Yes, directional arrows, possibly some plastic temporary signs on wire frames. |
| ***Will volunteers be placed along the route?*** | Yes, in support vehicles |
| ***Will you be using a sound system? (includes music) If yes, please describe where and when it will be used.*** | No |
| ***Will there be any food served? (contact Needham Health Dept: 781-455-7500 x262)*** | No |
| ***Will portable toilets be used? List locations.*** | No |
| ***Will hydration stops be set up along route? If yes, please include these on route plan.*** | Not in Needham |
| ***If the event takes place after dark, what is the plan to meet lighting needs?*** | N/A |
| ***What safety measures are being made for participants and spectators? What are plans for handling first aid and medical emergencies?*** | Support vehicles, coordination with Police |
| ***Does the event take place during commuter times?*** | No |
| ***Is school in session during the event? Will school drop off or pick up be impacted by the event?*** | No |
| ***Are businesses open during the time of the event?*** | Yes |
| ***Does the route pass any business that might be impacted by the event? (e.g. funeral homes, markets, restaurants)*** | Briefly on Sat morning for a short time after the 0645 start |
| ***Are there any churches/houses of worship located along the event route? Will church/house of worship services take place during the event?*** | Unknown |
| ***What is the plan to handle trash?*** | N/A |

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

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

Please note, as always, times and routes are the same as past years and are coordinated with the Needham Police.

# Town of Needham, Massachusetts
# Road Event Form

**INTERNAL USE ONLY**

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

***TYPE OF EVENT:*** *(check all that apply)*

☐ ***RUN*** ☐ ***WALK*** ☑ ***BICYCLE*** ☐ ***MOTORCYCLE***

***Name of Event:***
RIDE FOR FOOD

***Name of Organization:***
THREE SQUARES NEW ENGLAND

***Event Date(s) and Rain Date if requesting:***
OCTOBER 2, 2022

***Earliest Time Expected in Needham:***
9:00 AM

***Latest Time Expected in Needham:***
12:00 PM

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

***If yes, name of Town and date:***
DEDHAM, NEEDHAM, DOVER, MEDFIELD, MILLIS, MEDWAY, HOLLISTON, SHERBORN

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

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

***Organization Mailing Address:***
P.O. BOX 1055 DEDHAM, MA 02027

☑ ***Organization is Not-for-Profit***

***Organization Billing Address (if Police Detail is required):***
P.O. BOX 1055 DEDHAM, MA 02027

***Primary Contact:***
CLINT MOON

***Contact Title:***
BOARD MEMBER, ROUTE COORDINATOR

***Contact Address:***
197 8TH ST, APT 304, CHARLESTOWN, MA 02129

***Contact Phone (Day):***
617 710-2610

***Contact Phone (Cell):***
617 710-2610

| | |
|---|---|
| ***Contact Email:*** CLINT@THREESQUARESNE.ORG | |
| ***Number of Expected Participants:*** 200 | ***Number of Expected Spectators at Peak Time:*** 0 |
| ***Are participants charged a fee?*** ☑ ***YES*** ☐ ***NO*** | |
| ***Estimated Number of Vehicles:*** 0 | ***What type of Parking is required:*** NO PARKING REQUIRED |
| ***Describe Parking Plan, include where participants and spectators will park and length of time expected to be parked:*** THERE WILL BE NO CARS PARKED IN NEEDHAM DURING THIS EVENT | |
| ***Are event organizers available to meet with members of the Town to plan event?*** ☑ ***YES*** ☐ ***NO*** | ***Do event organizers foresee the need for any road closures (subject to police review)?*** ☐ ***YES*** ☑ ***NO*** |
| ***What will be done in case of inclement weather?*** THE EVENT WILL TAKE PLACE RAIN OR SUNSHINE | |
| ***Will neighborhoods be impacted by parking and traffic?*** NO | |
| ***What activities are planned for the start of the race (if in Needham)?*** NONE | |
| ***What activities are planned for the end of the race (if in Needham)?*** NONE | |
| ***What facilities are needed for the start of the race (if in Needham)?*** NONE | |
| ***What facilities are needed for the end of the race (if in Needham)?*** NONE | |

| | |
|---|---|
| ***Once the event begins, how long will it take to complete the event?*** | ~~APPROXIMATELY~~ APPROXIMATELY 3 HOURS |
| ***Are signs requested to post at the start of the race? At the end of the race? Are signs requested for along the route?*** | NO |
| ***Will volunteers be placed along the route?*** | YES |
| ***Will you be using a sound system? (includes music) If yes, please describe where and when it will be used.*** | NO |
| ***Will there be any food served? (contact Needham Health Dept: 781-455-7500 x262)*** | NO |
| ***Will portable toilets be used? List locations.*** | NO |
| ***Will hydration stops be set up along route? If yes, please include these on route plan.*** | NO, NOT IN NEEDHAM |
| ***If the event takes place after dark, what is the plan to meet lighting needs?*** | DAYTIME EVENT |
| ***What safety measures are being made for participants and spectators? What are plans for handling first aid and medical emergencies?*** | THERE WON'T BE ANY SPECTATORS |
| ***Does the event take place during commuter times?*** | NO |
| ***Is school in session during the event? Will school drop off or pick up be impacted by the event?*** | NO |
| ***Are businesses open during the time of the event?*** | ROUTE IS ON PERIPHERY OF TOWN |
| ***Does the route pass any business that might be impacted by the event? (e.g. funeral homes, markets, restaurants)*** | NO |
| ***Are there any churches/houses of worship located along the event route? Will church/house of worship services take place during the event?*** | NO |
| ***What is the plan to handle trash?*** | TRASH IS NOT AN ISSUE BECAUSE RIDERS ARE JUST RIDING THROUGH TOWN |

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

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

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

**ONE DAY SPECIAL LICENSE**
**TOWN OF NEEDHAM SELECT BOARD**
**EVENT INFORMATION SHEET**
***(Please complete and attach event flyer or other information.)***

| | |
|---|---|
| Event Manager Name (Name that will appear on license) | Monique Goodrow-Trach |
| Event Manager Address | NPRC, 1545 Central Ave, Needham |
| Event Manager Phone Number | 508-221-8394 |
| Organization Representing (if applicable) | Needham Pool and Racquet Club |
| Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status. | ☒ Non-profit ☐ For profit<br>☒ Proof of non-profit status is attached<br>Form of Proof: _____ |
| Name of Event | Beers and Bags / Annual Cornhole Tournament |
| Date of Event | 7/15/22 |
| License is for Sale of:<br>☑ Wines & Malt Beverages Only<br>☐ All Alcoholic Beverages (for non-profit groups only) | |
| Requested Time for Liquor License | FROM: 7/15/22 TO: 7/16/22 |
| Are tickets being sold in advance for this event? | ☒ YES $ 20 /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 partially |
| How many people are you expecting at this event? | 130 max |
| Name & address of event location. Please attach proof of permission to use this facility. | NPRC grounds, 1545 Central Ave, Needham |
| Who will be serving the alcohol to your guests? | Winterhill Brewery |
| 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). | |
| 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. | Guests will be served from the bar at no cost to them |
| ☒ 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:** Monique Goodrow-Trach **Date:** 7/1/22 | |

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street Boston, MA, 02114

NOTICE OF APPROVAL OF SPECIAL LICENSE

The local licensing authorities of the within named city or town have approved, pursuant to the provisions of Chapter 138 Section 14, issuance of a special license as described herein.

City/Town: Needham

Date of Local Authority Approval: 7/26/2022

Name of Licensee: Monique Goodrow-Trach

Address of Licensee: 111 Richardson Way, Needham, MA 02492

Effective Date or Dates of License: 7/15/2022

Authorized Hours of Sales: 6:00 PM – 9:00 PM

Description of the Licensed Premises: Needham Pool and Racquet Club, 1545 Central Avenue, Needham, MA 02492 – club building with porch area.

License is for Sale of:

| | |
|---|---|
| All Alcoholic Beverages | |
| Wines and Malt Beverages Only | Yes |
| Wines Only | |
| Malt Beverages Only | |

The Licensed Activity or Enterprise is:

| | |
|---|---|
| For Profit | |
| Nonprofit | Yes |

Is the license for a dining hall maintained by an incorporated educational institution authorized to grant degrees? No

Restrictions attached to the license by the local authority:

_____

_____

THE LOCAL LICENSING AUTHORITIES

By _____

_____

_____

_____

_____

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

## July 1, 2021 through June 30, 2022

## and

## July 1, 2022 through June 30, 2025

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THIS AGREEMENT made and entered into this first day of July, 2021 through June 30, 2022 and the first day of July, 2022 through June 30, 2025 by and between the Town of Needham (hereinafter called the "Town"), acting by and through its duly designated representatives, and Needham Police Union (hereinafter called "Police Union"), under and pursuant to the provisions of Massachusetts General Laws, Chapter 150E, as amended.

## PREAMBLE

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

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

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

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

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

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

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

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

## ARTICLE 2
## UNION SECURITY

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

**Section 1. Dues Deduction and Agency Fee**

(a) The Town agrees that employees who are members of the Police Union on the effective date of this agreement and those employees who become members after that date shall, as a condition of employment, maintain their membership in the Police Union for the duration of this agreement to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Police Union, whenever employed under the terms of this agreement.

(b) Employees shall have fulfilled the obligations provided for in this Article by offering or tendering to the Police Union the initiation fee and membership dues uniformly required of members of the Police Union. The provisions of the Article shall not apply to any employee whose membership in the Police Union has been terminated for reasons other than his/her failure to offer or tender the initiation fee and membership dues uniformly required of members of the Police Union.

**Section 2. Dues Collection**

(a) Subject to applicable law as set forth in Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Town shall deduct from earned wages periodic Police Union membership dues required as a condition of acquiring or retaining membership in the Union of those employees who individually authorize such deductions in writing on the form attached hereto, made a part hereof, in Section 3 . The Town will remit all sums deducted under such deduction authorization to the Treasurer of the Police Union together with a list of the employees from whom such dues have been deducted.

(b) The Police Union shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with this Article, or in reliance on any assignment furnished by the Town.

(c) The Police Union shall provide the Treasurer of the Town of Needham with a bond as required by Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts.

**Section 3. Authorization for Payroll Deductions**

## AUTHORIZATION FOR PAYROLL DEDUCTIONS

By: _____
(Name of Employee)

To: TOWN OF NEEDHAM
(Name of Employer)

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

_____
(Employee's Signature)

_____
(Employee's Address)

## ARTICLE 3
## MANAGEMENT RIGHTS

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

## ARTICLE 4
## EMPLOYEE JOB ASSIGNMENTS, DUTIES AND RESPONSIBILITIES

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

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

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

## ARTICLE 5
## HOLIDAYS AND OVERTIME

**Section 1. Holidays**

(a) The Town of Needham recognizes the following legally observed holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

(b) Holiday Pay Members of the bargaining unit shall receive an extra one-fourth of a week's regular straight time pay (10 hours) for each of ~~eleven~~ twelve holidays and four hours regular straight time pay for the half day before Christmas Day, to be paid weekly. It is understood that Holiday Pay will not be included in the calculation of overtime.

(c) Holiday Premium If a member of the bargaining unit works on a holiday, he/she shall be paid an additional one-half times his/her regular rate of pay for all hours worked on that holiday.

(d) If an employee assigned to work on a holiday shall not report for duty because of non-occupational illness, he/she shall not be entitled to holiday premium.

(e) If an employee reporting for duty on a legal holiday shall be taken ill in the course of the day's work, and has to be relieved of duty, he/she shall be entitled to holiday premium for that day.

(f) Any member of the bargaining unit, who, when on his/her non-scheduled work day, performs overtime work on any of the above holidays, shall be paid two times his/her regular rate of pay for all hours worked on that holiday.

(g) If a holiday occurs during an employee's scheduled vacation, he/she shall receive holiday pay and shall be charged for one less vacation day on not more than four occasions during any given vacation year. The employee must have received approval for a minimum of four (4) vacation days in order to receive holiday pay under this section.

**Section 2. Overtime**

(a) Overtime shall be defined as time worked in excess of an employee's normally scheduled number of hours per day or per week.

(b) All worked overtime must be approved in advance by the Chief of Police or his/her designee.

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

## ARTICLE 6
## TOURS OF DUTY

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

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

## ARTICLE 7
## LEAVE OF ABSENCE

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

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

**Section 3. Leaves and Benefits**

(a) Sick Leave Employees granted leaves of absence in excess of five (5) days in a calendar month shall not accrue non-occupational sick leave for that month.

(b) Vacation Employees who are on unpaid leave status for more than five (5) days in a calendar month shall have their current vacation bank (if any) or their next year's vacation allotment reduced by one-twelfth of the annual allotment. Partial vacation days shall be rounded up to the closest whole number.

(c) Longevity Employees who are on unpaid leave of absence for more than ten (10) days in a calendar year shall have their longevity eligibility dates adjusted by the number of calendar days spent on unpaid leave of absence.

(d) Step Raises Employees who are on unpaid leave of absence for more than ten (10) days in a calendar year shall have their next step dates (if applicable) adjusted by the number of calendar days spent on unpaid leave.

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

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

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

**Section 7. Personal Leave** Two (2) shifts leave of absence with full pay shall be granted for personal business during the calendar year with advance approval of the Chief of Police. Such request must be submitted in writing at least forty-eight (48) hours prior to the date selected.

## ARTICLE 8
## CIVIC DUTY LEAVE

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

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

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

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

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

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

## ARTICLE 9
## MILITARY LEAVE

**Section 1.** Members of the bargaining unit who are members of a state or federal military reserve unit shall be entitled to leave of absence from a permanent position for compulsory military service under orders, up to forty (40) calendar days per year of such leave to be with full regular straight time pay for normally scheduled work hours.

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

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

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

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

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

## ARTICLE 10
## NON-OCCUPATIONAL SICK LEAVE

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

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

**Section 3. Usage** Use of non-occupational sick leave shall be granted to an employee only when the employee is incapacitated from the performance of duties by personal sickness, injury or quarantine by public health authorities. Employees shall be allowed to use up to ten (10) days of non-occupational sick leave, when available, per fiscal year for illness or injury of a parent, spouse or child of the employee. Sick leave used for qualified and approved family and medical leave in accordance with the FMLA is not subject to the ten (10) day limit. The employee's non-occupational sick leave bank will be charged for the number of days absent from work because of non-occupational illness.

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

**Section 5. Certification of Illness, Injury or Quarantine** The Chief of Police shall investigate and ascertain the validity of any request for non-occupational sick leave made by an employee, and shall approve the request if satisfied as to the validity of the illness. A physician's certificate may be required by the Chief of Police in any case of non-occupational sick leave. If the cause of sick leave is not substantiated to the satisfaction of the Chief of Police, the absence will not be paid as non-occupational sick leave. The Chief's approval of non-occupational sick leave will not be unreasonably withheld.

**Section 6. Extended Sick Leave**

(a) When an employee has exhausted his/her non-occupational sick leave balance, extended sick leave with pay in excess of earned sick leave may be granted on an individual basis by the Town Manager for up to sixty (60) shifts per fiscal year, upon receipt of a written request for extended sick leave submitted by the Chief of Police, and upon receipt of written confirmation from a practicing physician that the employee is unable to report to work.

(b) Requests for extended sick leave as provided herein shall not be submitted until the employee has used all available paid leave balances, including vacation leave and personal leave.

(c) In determining whether to grant extended sick leave, the Town Manager shall take into account the employee's length of continuous employment, absence record, and performance history. Granting of extended sick leave is subject to availability of appropriation.

(d) Extended sick leave will be treated as an unpaid leave of absence. Any employee granted extended sick leave as provided herein will not receive credit for such leave for the purpose of determining vacation or other leave eligibility, and the amount of time spent on extended sick leave shall not be included in computation of continuous service, in accordance with Article 7 of this Agreement, but shall not be deemed to be a break in service.

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

**Section 8. Personal Leave Incentive Plan**

(a) Each member of the bargaining unit shall be eligible to convert 8 hours of unused, non-occupational sick leave to personal leave or to "buy back" 8 hours of unused, non-occupational sick leave for every calendar quarter (January 1 through March 31, April 1 through June 30, July 1 through September 30 and October 1 through December 31) in which no sick leave is used. Eligible employees must elect such conversion by January 15th of each year for the accumulation calculations based upon calendar quarters occurring during the prior calendar year.

(b) Eligible members of the bargaining unit electing to convert non-occupational sick leave hours to personal leave must use such leave hours (a maximum of 32 hours) by December 31 of the year in which they are converted. Use of converted time will only be granted if the Chief/designee determines that no unreasonable overtime obligation or staffing deficiency, which is known as of the date of request, will occur.

(c ) Eligible members of the bargaining unit electing to buy back non-occupational sick leave hours at their regular rate of pay (a maximum of 32 hours) must do so by January 15th of each year.

(d) Eligible members of the bargaining unit may elect a combination of the options set forth in (b) and (c) to the extent that hours converted or bought back do not exceed the number of hours earned. However, once an employee elects to convert non-occupational sick leave to personal leave, those hours are ineligible for buy-back and will expire if not used by December 31st.

(e) Hours converted or bought back in accordance with this program will be deducted from an employee's non-occupational sick leave bank.

(f) The provisions of this section shall not apply to Personal Leave described in Article 7 Section 7.

(g) Members of the bargaining unit on approved injury on duty status for more than five (5) days in a calendar quarter will be ineligible to participate in this program for that quarter.

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

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

## ARTICLE 11
## HEART INJURY, HYPERTENSION AND HEART BY-PASS

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

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

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

(b) If the employee exhausts his/her accrued NOSL, the Town Manager may, in her/his sole discretion, grant a further period of paid leave.

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

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

## ARTICLE 12
## INJURY ON DUTY

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

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

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

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

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

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

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

## ARTICLE 13
## TEMPORARY MODIFIED WORK PROGRAM

**Section 1. Work-related Illness or Injury**

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

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

(b) If the physician designated by the Town determines that the employee is eligible for temporary modified work, and the employee's physician (who shall be Board-certified or otherwise be a specialist or have expertise in the relevant area of injury or illness), disagrees, the employee, or if the employee so designates, the employee's physician, shall contact the Town's physician within fourteen (14) calendar days of receiving the Town physician's report. If the employee or the employee's physician fails to contact the Town's physician within fourteen (14) calendar days, the decision of the Town's physician shall be final and binding.

(c) The Town's designated physician shall confer with the employee or the employee's physician on the question of the employee's ability to perform temporary modified work and they shall attempt to reach agreement. If they agree that the employee can perform temporary modified work, the employee shall be placed on a TMWP. If, after discussion, they fail to reach agreement, they shall jointly select a third physician, who shall be Board-certified or otherwise be a specialist or have expertise in the relevant area of injury or illness. Such selection will be made within 21 days of the original decision of the Town's physician. Failure or refusal on the part of the employee or the employee's physician to cooperate in this selection may void any obligation by the Town to appoint a third physician and the decision of the Town's physician shall be final and binding.

(d) The Town or its physician shall make an appointment for the employee with the third physician and shall advise the employee of the time, date and place. Except for emergency, the employee shall report to and fully cooperate with the third physician**.** The report of the third physician must be completed and results received by the Town and the employee within fourteen (14) calendar days of the appointment.

(e) An election by an employee to utilize the third physician option permitted hereunder shall be a binding election of remedies. Such election shall preclude any right to bring an action or challenge the decision of the third physician, either pursuant to MGL Chapter 41, Section 111F, or pursuant to the grievance/arbitration procedures under this contract. The decision of the third physician shall be final and binding without right of appeal by either party. The cost of the third physician shall be borne by the Town and the Union jointly.

(f) The provisions of this section shall apply only to questions relating to the determination of eligibility for temporary modified work.

**Section 2. Non-Occupational Illness or Injury**

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

**Section 3. General Provisions**

(a) Temporary modified work duties shall be related to law enforcement and shall include, but not be limited to, the following: dispatching, house officer, data entry, report writing, community education, research, and training.

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

(c) The Chief of Police may change the work schedule of the officer if the work assignment clearly requires an alternative shift schedule. Such work shift shall remain only for the period of the TMWP. Schedules will be developed in order to accommodate the officer's need for on-going treatment. No officer regularly assigned to a shift shall be involuntarily reassigned in order to accommodate an employee on Temporary Modified Work Program.

(d) Police officers on TMWP shall not be eligible for any overtime (excluding court time) or detail assignments except in extraordinary circumstances with the advance approval of the Chief of Police or his or her designee.

## ARTICLE 14
## BEREAVEMENT LEAVE

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

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

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

## ARTICLE 15
## VACATION LEAVE (through June 30, 2023)

**Section 1. Vacation**

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

(b) Vacation Leave will be granted as follows:

| Length of Continuous Service | Vacation Leave Allowance As of January 1 |
|---|---|
| Less than Five Years: | 14 Days |
| Five to Ten Years | 21 Days |
| Ten or More Years | 28 Days |

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

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

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

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

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

**ARTICLE 15** (effective July 1, 2023)
**VACATION LEAVE**

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

**Section 1. Vacation**

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

(c) Vacation Leave will be granted as follows:

| Length of Continuous Service | Vacation Leave Allowance As of July 1 |
|---|---|
| Less than Five Years: | 14 Days |
| Five to Ten Years | 21 Days |
| Ten or More Years | 28 Days |

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

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

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

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

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

leave under this provision shall be considered regular compensation shall be made pursuant to M.G.L. Chapter 32 and associated regulations.

## ARTICLE 16
## CLOTHING ALLOWANCE

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

(b) Uniform items will be replaced by the Town upon a determination by the Chief of Police that said items have been rendered unfit by exposure to contaminants or hazardous materials, or have been otherwise damaged in the line of duty. Such replacements will be provided within 30 days to the extent feasible.

(c) There shall be a Uniform Committee of the Needham Police Department. The composition of said uniform committee shall be six members, three of which shall be appointed by the Chief (and may include the Chief), and three of which may be appointed by the union. The committee shall meet for the purpose of considering and making recommendations to the Chief of Police on the uniform and equipment to be worn by all members.

## ARTICLE 17
## SPECIAL DEPARTMENTAL ASSIGNMENTS AND OTHER DETAILS

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

(a) Departmental additional detail assignments are those within the department which consist of substitution by one officer for another due to inability to perform a regular scheduled assignment, such as leave, vacation or other authorized leave of justified absence from duty.

(b) Additional detail assignments but outside of the department consists of (1) those performed for another Town department and paid from the Police budget and (2) those performed for another Town department and paid from that department's budget or a private organization or individual.

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

volunteer being available, the Chief reserves the right to assign the detail to any eligible officer available to serve.

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

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

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

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

(b) The fiscal responsibility of the Chief and the Finance Department to comply with the provisions of G.L. Chap. 44, Sec. 53C accepted under Article 20 of the 1973 Annual Town Meeting.

**Section 6. Private Detail Rates**

| | |
|---|---|
| Basic Rate | $57 effective July 1, 2022 |
| Basic Rate | $60 effective July 1, 2023 |
| Strike Rate | 1.5 times the Basic Rate |

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

**Section 7. Town Detail Rates** Details worked for the Town of Needham shall be set at $7.00 less than the private detail rate.

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

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

(a) Special Detail Worker 1 pay rates will be established on Schedule C in accordance with the Town's Compensation Plan.

(b) The title Special Detail Worker 2 shall apply only to retired Needham Police Officers (receiving a pension from the Needham Contributory Retirement System). The Town Manager will recommend a rate differential between the Needham basic detail rate and the Special Detail Worker 2 rate not to exceed $7 per hour.

(c) Special Detail Workers shall be civilian, non-sworn personnel, and shall be limited to Public Safety Dispatchers, Animal Control Officers, Maintenance Worker/Custodians, and Traffic Supervisors employed by the Town of Needham, and retired Needham Police Officers (receiving a pension from the Needham Contributory Retirement System). Special Detail workers shall be eligible to be assigned special details as defined in Section 1 (b) above, in accordance with the following:

1. Private Details All detail assignments as defined in Section 1(b) shall first be offered to Needham Police, then to sworn Police Officers from communities which have entered into Mutual Aid Agreements with the Town of Needham and which have been authorized by the Chief of Police to work detail assignments, and then to Special Detail Workers.

2. Town Details

(a) For the purposes of this section, and the determination of the priority order of employees working details, Town details shall be defined as details worked at the request of a Town department, including work performed by contractors for Town-funded projects.

(b) Town details performed on roads which are not designated as "primary arterial" or "minor arterial" roads, shall first be offered to Needham Police Officers, then to Special Detail Workers, then to sworn Police Officers from communities which have entered into Mutual Aid Agreements with the Town of Needham and which have been authorized by the Chief of Police to work detail assignments.

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

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

**Section 11.** Officers working paid details shall be guaranteed a minimum of four (4) hours pay. Officers working details beyond four (4) hours shall be guaranteed four (4) hours additional pay for hours worked between four (4) and eight (8) hours. Officers shall be paid for eight (8) hours for private details that are requested as eight (8) hour details by the private party, regardless of the number of hours worked. Hours worked beyond eight (8) hours shall be paid on an hour for hour basis. Those details which last for more than eight (8) hours of continuous duty by the officer shall be paid at an additional half time for all hours worked in excess of eight (8) hours. Any portion of an hour worked beyond eight (8) hours shall be rounded up to the nearest whole hour.

## ARTICLE 18
## NO STRIKE CLAUSE

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

## ARTICLE 19
## STABILITY OF AGREEMENT

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

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

## ARTICLE 20
## SETTLEMENT OF GRIEVANCES

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

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

The employee's grievance must contain the following information:

(a) a statement of the grievance which cites that part of the Agreement which has been violated, or the circumstances which gave rise to the grievance;

(b) a statement of remedial action or relief sought;

(c) evidence (documentary, if available) to support the grievance; and

(d) a statement of reasons why the aggrieved believes that the remedy should be granted.

**Section 3. Step One** The employee, or the Police Union, must notify his/her supervisor within twenty-five (25) business days (Monday through Friday) after the occurrence of the matter which gave rise to the grievance. The supervisor must make his/her decision within five (5) business days after receipt of the grievance unless it is mutually agreed by the participants that additional time to answer will be allowed.

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

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

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

(a) If the Personnel Board determines that it will require additional information before issuing a decision, it will convene a meeting of the Joint Resolution Committee (JRC). The JRC will be comprised of two (2) members of the Personnel Board and the Town Manager.

(b) The JRC shall present its findings to the Personnel Board. Two (2) affirmative votes of the JRC will be required to overturn the decision of the Director of Human Resources (Step 3)

(c) The Personnel Board will issue a decision within forty-five (45) business days of the receipt of the grievance by the Director of Human Resources. The time-frames in this section may be extended at the agreement of the parties.

**Section 7. Arbitration**

Should the Union request arbitration, the grievance shall be submitted to an arbitrator selected by the parties within twenty-five (25) business days of receipt of the Step Four decision, otherwise the matter will be considered to be resolved.

(a) If the parties cannot agree on the selection of an arbitrator within ten (10) business days, the Union may request the American Arbitration Association to appoint a neutral arbitrator to arbitrate the grievance in accordance with its rules and regulations.

(b) The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearings shall be shared equally by the Union and the Town, but each party shall bear the expenses of its representatives, participants, witnesses and for the preparation and presentation of its own case. The obligation of the Town and its agents under the terms of this section shall be limited to those obligations which the Town and its agents may legally undertake, and in no event shall any present or future member of the Select Board or Personnel Board, or a present or future Town Manager have any personal obligation for payment under the provisions of this contract.

(c) The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Collective Bargaining Agreement.

(d) The award of the arbitrator shall be final and binding on the parties, provided it shall be one such as is permitted by the laws and regulations of the Commonwealth of Massachusetts, applicable to the Town and the employees of the Police Union.

(e) No employee shall have the right to require arbitration, that right being reserved to the Town and the Police Union.

The parties acknowledge the Town's right to revoke its acceptance of the Civil Service statutes. Subsequent to the Town taking the necessary steps required by law to withdraw from Civil Service, the following Article 21 (Separability and Subordination to Existing Law) shall be amended by inserting in the first paragraph after the words "a Civil Service rule or regulation" the words "(for employees hired under the Civil Service System)" and in the last paragraph after the words "Civil Service Commission" the words "(for employees hired under the Civil Service System)"

## ARTICLE 21
## SEPARABILITY AND SUBORDINATION TO EXISTING LAW

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

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

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

## ARTICLE 22
## EFFECT OF AGREEMENT

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

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

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

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

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

## ARTICLE 23
## WAGES

**Section 1. Wage Schedules**

**Police Union**
**FY2022 - Effective July 1, 2021**

| GRADE | Step 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 |
|---|---|---|---|---|---|---|---|---|---|
| P-2 | X | X | X | X | $39.27 | $40.78 | $41.61 | $42.42 | $43.29 |
| P-1 | X | X | $27.98 | $29.35 | $30.77 | $32.27 | $33.84 | $34.53 | $35.21 |

**Police Union**
**FY2023 - Effective July 1, 2022**

| GRADE | Step 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 |
|---|---|---|---|---|---|---|---|---|---|
| P-2 | X | X | X | X | $40.25 | $41.80 | $42.65 | $43.48 | $44.81 |
| P-1 | X | X | $28.68 | $30.08 | $31.54 | $33.08 | $34.69 | $35.39 | $36.45 |

**FY2024 - Effective July 1, 2023**

| GRADE | Step 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 |
|---|---|---|---|---|---|---|---|---|---|
| P-2 | X | X | X | X | $41.46 | $43.05 | $43.93 | $44.78 | $46.61 |
| P-1 | X | X | $29.54 | $30.98 | $32.49 | $34.07 | $35.73 | $36.45 | $37.92 |

**FY2025 - Effective July 1, 2024**

| GRADE | Step 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 |
|---|---|---|---|---|---|---|---|---|---|
| P-2 | X | X | X | X | $42.70 | $44.34 | $45.25 | $46.12 | $48.49 |
| P-1 | X | X | $30.43 | $31.91 | $33.46 | $35.09 | $36.80 | $37.54 | $39.45 |

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

**Section 3. EMT Pay** All registered Emergency Medical Technicians (EMTs) shall be granted additional compensation of 4.5% of annual base salary, to be paid weekly, upon proof of certification or re-certification. Upon proof of recertification the Town will reimburse EMTs for the bi-annual recertification fee not to exceed $150.00.

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

**Section 5. Night Differential**

(a) Members of the bargaining unit regularly assigned to a shift configuration including evening or midnight shifts, as designated by the Chief of Police, shall receive night differential as a percentage of base salary in accordance with the following schedule: Four evening or midnight shifts: 6%; three evening or midnight shifts: 4.5%; two evening or midnight shifts: 3%, one evening or midnight shift: 1.5%. Effective July 1, 2017, said amounts shall increase to 7%, 5.5%, 4%, and 2.5% respectively.

(b) Members of the bargaining unit assigned to midnight shifts will be entitled to the midnight differential pay, in addition to night differential pay referred to in section (a): One midnight shift-- $10 per week; two midnight shifts -- $15 per week, three or more midnight shifts -- $20 per week.

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

**Section 7. Armorer** A stipend in the amount of $1,000 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Armorer as designated by the Chief of Police.

**Section 8. Fire Arms Instructor** A stipend in the amount of $1,000 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Fire-Arms instructor as designated by the Chief of Police.

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

To be eligible for this health incentive, each officer must submit to a height and weight measurement to be conducted by a Town Public Health Nurse either by appointment or during established nursing hours as set by the Board of Health. The results of the test shall be forwarded

by the Public Health Nurse to the Director of Human Resources and the Chief of Police. The Town will require re-testing at six month intervals.

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

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

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

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

The parties acknowledge the Town's right to revoke its acceptance of the Civil Service statutes. Subsequent to the Town taking the necessary steps required by law to withdraw from Civil Service, the following Section 11 (Hiring above the Minimum Entrance Rate) shall be amended by deleting the last sentence: "Police officers appointed under the open competitive civil services certification process are not eligible for the benefits outlined in this section."

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

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

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

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

**Section 15**. **Community Service Officer** A stipend in the amount of $1,000 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Community Service Officer as designated by the Chief of Police.

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

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

**Section 18**. **School Resource Officer** A stipend in the amount of $1,000 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of School Resource Officer as designated by the Chief of Police.

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

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

**Section 21 Motorcycle Officer** A stipend in the amount of $1,000 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Motorcycle Officer as designated by the Chief of Police.

**Section 22 Car Seat Installer** A stipend in the amount of $1,000 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Car Seat Installer as designated by the Chief of Police.

**Section 23. Animal Control Stipend** A stipend in the amount of $1,000 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Animal Control Substitute, as determined by the Chief of Police.

**Section 24. Traffic Officer** A stipend in the amount of $1,000 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Traffic Officer as designated by the Chief of Police.

**Section 25. Administrative Officer** A stipend in the amount of $1,000 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Administrative Officer as designated by the Chief of Police.

**Section 26. Community Outreach Officer** A stipend in the amount of $1,000 per year, paid weekly, shall be paid to the member of the bargaining unit who is assigned to and performing the duties of Community Outreach Officer as designated by the Chief of Police

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

**Section 27 401A Retirement Plan** Effective January 1, 2014, the Town will contribute up to $500 annually in a two for one match to a 401A Retirement Plan. Effective January 1, 2025, the Town's contribution shall increase to $1,500. For every $2 contributed by the employee to his or her town-sponsored 457 Deferred Compensation plan, the Town will contribute $1 to a 401A Deferred Compensation Plan.

**Section 28** Certification Stipend In recognition of the significant new obligations and other changes in the terms and conditions of employment for bargaining unit officers under the Police Reform Act of 2020 (See Chapter 253 of the Acts of 2020), and to ensure that the Town can continue to recruit and retain quality police officers, effective July 1, 2022 the Town shall pay each bargaining unit officer an annual certification stipend in the amount of 2% of regular weekly compensation. Effective July 1, 2023 the certification stipend shall increase to 3% of regular weekly compensation. Effective July 1, 2024 the certification stipend shall increase to 4% of regular weekly compensation. The certification stipend shall be paid to each bargaining unit officer until if and when any such officer is no longer Certified by the Police Training and Standards Commission. The stipend will be paid in each pay period. Upon decertification of any officer by the POST Commission, such officer is no longer eligible for employment as a police officer by the Town, subject to whatever reinstatement rights may be available to such officer under the law.

## ARTICLE 24
## EDUCATIONAL INCENTIVE COMPENSATION

**Section 1. Educational Committee**

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

(a) Certification of credit after submission of proof by an officer and authorization for payment of incentive pay.

(b) Establishing of in-service training courses.

(c) Approval of payment of Career pay upon completion of courses.

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

**Section 2. Educational Incentive** (effective July 1, 2022)

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

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

(b) It is the intent of this Section to guarantee 100% payment of full Education Incentive pay benefits for all officers with qualifying degrees notwithstanding the date by which an employee was hired by the Town or by which an employee matriculated for or received any degrees covered by this Article. Further nothing in M.G.L., c. 41, s. 108L or any current or subsequent legislation that might affect M.G.L., c. 41, s. 108L, or the City's reimbursement by the Commonwealth, shall disqualify any employee from receipt of the benefits under this provision. If M.G.L., c. 41, s. 108L, shall be repealed or amended, employees shall continue to receive the Education Incentive pay and percentages they were/are entitled to and were/are receiving or may be entitled to receive in accordance with said c. 41, s. 108L, had said statute not been repealed or amended, and the Town shall pay the entire amount thereof.

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

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

- Western Association of Schools and Colleges
- Board of Regents of the State of New York

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

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

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

(e) Other degree programs may be accepted on a case-by-case basis if deemed job-related by the Town Manager and Police Chief. Employees may need to show transcripts and coursework completed for degrees in order to have degree deemed job-related.

(f) Education Incentive pay shall be included in base pay for the purposes of computing overtime/court-time pay, sick pay, injured pay, holiday pay, vacation pay, or any other form of paid leave.

**Section 2. Educational Incentive** (through June 30, 2022)

(a) Effective July 1, 1998, Police Officers must qualify under MGL Chapter 41, Section 108L in order to receive Educational Incentive Pay.

(b) In the event that the Commonwealth should fail to reimburse the Town, in whole or in part, for its share of MGL Chapter 41, Section 108L Educational Incentive Pay, the Town will fully absorb the total cost and make payment accordingly unless and until the parties agree to change the provisions of Article 24 of the Agreement. Payment of educational incentive pay will be restricted to:

(i) Officers who are already receiving the educational incentive pay for qualifying degrees; and

(ii) Officers, appointed prior to July 1, 2009, who have begun to accumulate points pursuant to said section 108L of said Chapter 41 of the General Laws as of September 1, 2009, who shall be allowed to accumulate the maximum number of points permissible; and

(iii) Any officer who laterally transfers to the Needham Police Department, or is re-hired from the Civil Service lay-off list to the Needham Police Department, who was already being compensated for a qualifying degree pursuant to MGL Chapter 41, Section 108L.

In the event that the Legislature should eliminate or amend MGL c. 41, Section 108L, the Town of Needham will continue to pay educational incentive pay to eligible employees as set forth in

number 3, above, in accordance with the provisions of MGL c 41, Section 108L in effect on September 1, 2009, including 10% for a qualifying Associates degree, 20% for a qualifying Bachelor's degree, and 25% for a qualifying Master's degree

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

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

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

**Section 3. In-Service Training**

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

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

**Section 4. Transitional Career Incentive Pay**

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

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

(b) Such payments shall be in lump sum increments as determined by the committee and shall be rendered on any reasonable date after July 1 and after the completion of the in-service training yearly.

(c) Any incentive pays referred to in Article 24 Section 4 shall not be used to compute holiday or overtime rates.

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

## ARTICLE 25
## DISCIPLINE, DISCHARGE, AND EMPLOYEES' PERSONNEL FILES

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

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

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

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

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

## ARTICLE 26
## INDEMNIFICATION

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

The parties acknowledge the Town's right to revoke its acceptance of the Civil Service statutes. Subsequent to the Town taking the necessary steps required by law to withdraw from Civil Service, the following Article 27 (Lay-Offs and Recall) shall be amended by deleting Section 1 and inserting in place thereof the following:

Section 1. Lay-offs shall be made in order of seniority. For purposes of this paragraph, seniority shall be determined by date of permanent appointment to the Department. Subsequent recall shall take place on the same basis. Officers shall be eligible for recall for a period of ten calendar years from the effective date of the layoff, unless they decline a recall offer by the Town or fail to respond to a recall offer within thirty (30) calendar days from the date of receipt of the recall notice mailed by the Town to the last known address provided by them to the Town.

And shall be amended by deleting in Section 2. (Recall/Reinstatement Benefits) the words "in accordance with the provisions of Civil Service Law" from first unlettered paragraph and by deleting Section 2 (a) and inserting in place thereof the following:

(a) Seniority Seniority shall be determined by date of permanent appointment to the Department.

## ARTICLE 27
## LAY-OFFS AND RECALL

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

**Section 2. Recall/Reinstatement Benefits**

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

(a) Seniority Seniority shall be determined by Civil Service Law.

(b) Longevity The recalled officer shall be entitled to receive credit for prior service for the purposes of longevity payment. The Officer's anniversary date for the purposes of longevity payment shall be adjusted by the number of calendar days the Officer was separated from his/her permanent position.

(c) Sick Leave The recalled Officer shall be credited with his/her non-occupational sick leave bank as of the time of the lay-off. The Officer shall not accrue sick leave during the period that he/she was separated from his/her permanent position.

(d) Vacation The recalled Officer shall be granted credit for prior service for the purposes of vacation. The Officer shall not be entitled to vacation for the period that he/she was separated from his/her permanent position. Upon re-hire, the Officer shall be granted a proportionate amount of vacation as the number of full calendar months to be worked in the current year bears to the number of calendar months in a year. Partial vacation days shall be rounded up to the closest whole number.

(e) Step Raises The recalled Officer shall be reinstated at the step rate in which he/she was paid at the time of the lay-off. The Officer's next step date shall be adjusted by the number of calendar days that he/she was separated from his/her permanent position.

## ARTICLE 28
## DURATION OF CONTRACT

This Agreement shall continue in full force and effect to midnight, June 30, 2025 and shall be subject to re-negotiations for the period beginning July 1, 2025 as hereinafter provided. Until such time as the Town and Police Union re-negotiate a mutually satisfactory contract, the terms of the within Agreement shall remain in full force and effect.

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

## ARTICLE 29
## CAFETERIA PLAN

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

## ARTICLE 30
## MISCELLANEOUS PROVISIONS

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

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

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

The parties acknowledge the Town's right to revoke its acceptance of the Civil Service statutes. Subsequent to the Town taking the necessary steps required by law to withdraw from Civil Service, the following section (Section 4. Promotional Examinations) shall be deleted. Thereafter, Sections 5 through 17 shall be renumbered as Sections 4 through 16.

**Section 4. Promotional Examinations**

(a) The Town Manager will notify the Human Resources Division to conduct Sergeant and Lieutenant promotional examinations at regular intervals not to exceed two (2) years.

(b) **Rank of Lieutenant or Higher** The Union agrees that the Town may change its method of selecting candidates for promotion to the rank of Lieutenant and higher, and, to the extent that the title of Chief of Police remains subject to the provisions of M.G.L. c. 31 (Civil Service), the rank of Chief of Police. The determination of the appropriate method of selection shall be the exclusive prerogative of the Town Manager, consistent with state law and the HRD rules and regulations in effect as of July 1, 2003. The Town will notify the Union one year prior to the examination date if a change will be made to the selection methodology used in the establishment of the previous list, and shall not be required to bargain further over the selection methodology.

(c) **Rank of Sergeant** The Town is authorized to use the assessment center option under delegation from and pursuant to the requirements of HRD and testing standards generally accepted in the field for promotional purposes to the rank of Sergeant, provided that any such option shall contain, in addition, the following components:

1. The written exam component will be the written examination administered by the Human Resources Division. A list of all materials to be covered by the written exam, along with a list of recommended study materials, shall be provided to all members of the Department eligible to participate therein no later than six (6) months prior to the date of the exam or as soon as issued by the Human Resources Division. The written exam shall constitute forty percent (40%) of an applicant's final exam score.

2. The nature of the assessment center component of the test shall be determined by subject matter experts selected by the vendor to be relevant and material to the performance of the rank of Sergeant. The assessment center component shall constitute forty percent (40%) of an applicant's final test score.

3. Training and experience shall constitute twenty percent (20%) of applicant's final test score, and shall follow standard civil service protocols. Two (2) points are credited for Veteran's service or 25+ years of service as applicable in accordance with state statute.

4. The vendor will be procured and selected by the Town of Needham following its standard procurement process. The chosen vendor will be responsible for the administration of the Assessment process.

5. The vendor will ensure that the scoring of all applicants for each test component will be identity blind so that the officer's performance will be the sole criteria used for scoring.

6. The vendor selected to produce the assessment center component of the exam will provide orientation on the types of assessment center exercises comprising the exam to all interested test applicants in advance of the testing in a manner that is fair and equal for all such applicants and at no cost to the applicants.

7. All assessment center exercises shall be video-recorded, and the Town shall preserve all such recordings for at least the two-year interval between each promotional exam. The video-recording of an officer who elects to appeal his/her score on the assessment center component of the exam shall be made available to such officer upon request for review and possible use in the civil service appellate process reasonably in advance of the deadline for appeal.

8. All officers retain their rights of appeal under civil service law with respect to the promotional process.

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

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

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

(a) Section V(B) is amended by striking the words "Department Manager" and "Town Manager" and inserting in place thereof the words "The Chief of Police or his or her designee."

(b) Section V(D)(10) is amended by striking the words "Town Manager" and inserting in place thereof the words "Officer in Charge."

(c) Section V(D)(2) is amended by inserting the words "except as otherwise permitted hereunder or in extenuating circumstances." at the end of the last sentence.

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

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

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

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

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

**Section 13. Cruiser/Body Cameras** The parties agree to establish a joint labor/management committee consisting of three members of the bargaining unit and three members appointed by the Town Manager. The Committee will review policies and procedures with respect to cruiser cameras and body cameras and make a recommendation to the Town Manager and the Chief of Police relative to use of those devices in the Town of Needham by June 30, 2023. It is agreed that there will be no implementation of any camera policy without mutual agreement between the Town and the Union to the terms and conditions under which they will be used, except as otherwise mandated by State or Federal law.

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

**Section 15. Performance Evaluation**

Section 1. The Needham Police Department performance evaluation program has been developed to accomplish several goals: to continuously improve the effectiveness and efficiency of Town services; to provide an opportunity for two-way communication and planning between employees and supervisors; to assist employees in increasing the effectiveness of their job performance; and to serve as the basis of acknowledging employees' accomplishments and recognizing employees' potential need for guidance, training, and/or support. This policy applies to all members of the bargaining unit hired after July 1, 1997.

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

placed in employees' official personnel files and will be kept confidential.

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

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

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

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

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

**Section 16. Training** Officers attending Police Department training shall be guaranteed a minimum of four (4) hours pay. Officers attending Police Department training beyond four (4) hours shall be guaranteed four (4) hours additional pay for hours worked between four (4) and eight (8) hours. Hours worked beyond eight (8) hours shall be paid on an hour for hour basis. Police Department training assignments that last for more than eight (8) hours of continuous duty by the officer shall be paid at an additional half time for all hours or a portion thereof, worked in excess of eight (8) hours.

The parties acknowledge the Town's right to revoke its acceptance of the Civil Service statutes. Subsequent to the Town taking the necessary steps required by law to withdraw from Civil Service, the following section (Section 17 Civil Service Rights) shall be inserted.

**Section 17. Civil Service Rights** Officers permanently appointed under Chapter 31 shall preserve all other rights and privileges to which they are entitled by law as a consequence of the Town's departure from Civil Service.

The parties acknowledge the Town's right to revoke its acceptance of the Civil Service statutes. Subsequent to the Town taking the necessary steps required by law to withdraw from Civil Service, the following Article (Article 31 Promotion of Sworn Police Officers) shall be inserted.

## ARTICLE 31
## PROMOTION OF SWORN POLICE OFFICERS

**Section 1. Applicability** This policy applies to promotions for sworn personnel only. Promotions are based upon the merits of the individuals and their personal performance in the promotion process.

**Section 2. Policy** It is the policy of the Needham Police Department to recommend promotions based upon an employee's training, experience and merit as determined pursuant to this Article. The Town Manager is the Appointing Authority for all employees of the Department.

**3. Procedures**

3.1 The Town will select a vendor to administer promotional examinations and/or assessment centers to qualified candidates who meet the eligibility criteria. The vendor will be experienced in developing and administering promotional exams for municipal police officers. The Union president or designee may participate in the selection process for the vendor.

3.2 All components of the exams shall comport with testing standards generally accepted by acknowledged experts in police promotional exams, and shall fairly test the knowledge, skills, and abilities that can be practically measured and that are actually required to perform the primary functions of the position of sergeant or lieutenant.

3.3 The Human Resources Department will post written announcements of any scheduled promotional examination no less than 180 days in advance of the test date and will and ensure that such announcements are distributed to eligible candidates. The Department will ensure that eligible employees on leave status will be mailed a copy of the announcement.

3.4 The Human Resources Department will ensure that all promotional materials, documents, scores, and completed evaluation forms remain confidential and are kept in a secure location, with the exception of any documents that by law must be kept by the Police Department.

3.5 The Human Resources Department will maintain copies of active promotional lists.

3.6 A recommended list of reading materials from which all questions on the written examination will be taken, will be made available to all personnel no less than 180 days prior to the exam date.

3.7 The examinations will be provided without cost to the participating employees.

3.8 Examinations

3.8.1 The examination will consist of two components: 1. A written examination covering department policies, procedures, rules and regulations, criminal law and

procedures, and motor vehicle law (50% weight) and 2. An assessment center (50% weight).

3.8.2 Calculation of Education, Experience and Military Service Credit Points will be added to the score of the examination for education, experience and military service credit as follows:

**Education (Maximum Points 1.5)**

| | |
|---|---|
| Associate's Degree | 0.5 |
| Bachelor's Degree | 0.5 |
| Master's Degree | 0.5 |

**Experience (Maximum Points 1.5)**

| | |
|---|---|
| Greater than Five Years | 0.5 |
| Greater than Ten Years | 0.5 |
| Greater than 15 Years | 0.5 |

**Military Service (Maximum Points 1.0)**

| | |
|---|---|
| Greater than Two Years | 0.5 |
| Greater than Four Years | 0.5 |

3.8.3 The selected vendor will provide an orientation and training for all eligible candidates for promotion in advance of an assessment center. The assessment center portion of the exam shall be video recorded, and the recording will be made available to the candidate by the Town after the assessment center.

3.8.4 The selected vendor shall develop and implement measures to ensure that the judges selected to score the assessment centers are not aware of the identity of the candidates and otherwise provide scores based entirely on the performance of the participants in the assessment center exercises and not in any way based on other factors. No member of the command staff of the Needham Police Department shall communicate with any of the judges concerning the qualifications of promotional candidates, or the performance of any candidate in any aspect of the written exam or assessment center.

3.8.5 Within one week of the completion of any exam, the vendor shall tabulate the total scores of all candidates and create an eligible list in rank order from high to low. The eligible list shall be posted in all locations where departmental notices are customarily posted.

**Section 4. Eligibility**

4.1 To be eligible for promotion to the rank of Sergeant, the candidate must be a permanent member of the Needham Police Department with a minimum of three years of completed service in Needham as of date of the written examination. To be eligible for promotion to the rank of Lieutenant, the candidate must be a permanent member of the Needham Police Department with a minimum of two years of service as a Sergeant as of the date of the written examination.

4.2 Promotional Examination for the Rank of Sergeant

4.2.1 A written exam for Police Sergeant will be given every two years on or about the first Saturday in November. The passing score on the exam will be seventy (70). If fewer than three (3) individuals achieve a score of seventy (70), the Town is not obligated to make an appointment from the list. The date of the exam may be changed by the Town with 90 days' notice to the Union provided that the new date shall be no sooner than 180 days from the publication of the reading list or more than 210 days from publication of the reading list.

4.2.2 Passing the exam will admit candidates to the next phase of the promotion process. Individuals with passing exam scores will remain eligible for promotion from that list until a new list is created.

4.3 Promotional Examination for the Rank of Lieutenant

4.3.1 A written promotional exam for the rank of Lieutenant will be given every two years on or about the first Saturday in November. The passing score on the exam will be seventy (70). If fewer than three (3) individuals achieve a score of seventy (70) on the exam, the Town is not obligated to make an appointment from the list. The date of the exam may be changed by the Town with 90 days' notice to the Union. provided that the new date shall be no sooner than 180 days from the publication of the reading list or more than 210 days from publication of the reading list.

4.3.2 Passing the exam will admit candidates to the next phase of the promotion process. Individuals with passing exam scores will remain eligible for promotion from that list until a new list is created.

4.4 Candidate Selection

4.4.1 The Human Resources Department will create a list of candidates ranked from highest score to lowest score. Where the number of promotional appointments to be made is "n," the Chief of Police may make a recommendation for appointment from the first 3n + 1 persons on the list. The Chief of Police may by-pass a candidate with a higher score on a reasonable and objective basis. It is agreed that a tie score will not be considered a by-pass.

4.4.2 The Town Manager will make the final selection of candidates for promotion based on a recommendation by the Chief of Police.

4.4.3 Candidates who are not selected for promotion will remain eligible for future promotion until a new list is created.

4.5 Provisional Promotion

When there is no active eligible list, the Chief may fill the vacancy on a provisional basis until the next examination.

4.6 Appeal

4.6.1 Within ten (10) business days (Monday through Friday excluding holidays recognized under this Agreement) of the publication of an eligible list, any participant who believes that the exam failed in any way to comply with the requirements of this policy, and that such failure affected the participant's placement on the eligible list, may file a grievance under the Grievance Provisions of the Agreement and the Union shall decide whether to proceed to arbitration with over any such grievance.

4.6.2 Within ten (10) business days (Monday through Friday excluding holidays recognized under this Agreement) of notice to the Union of the Town Manager's final selection per Section 4.4.2, any candidate that was by-passed by the selection and believes there was no reasonable and objective basis for the by-pass may file a grievance under the Grievance Provisions of the Agreement and the Union shall decide whether to proceed to arbitration with over any such grievance.

4.6.3 If the Union decides to process a grievance to arbitration under 4.6.1 or 4.6.2, it shall do so pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association. The Union and the Town shall share in the fees and expenses of the AAA and the arbitrator selected to hear such grievance and the arbitrator's decision shall be final and binding.

4.6.4 If there is no appeal or grievance filed, and/or after any appeal or grievance has been finally determined, the eligible list will be deemed to be finalized and shall be used for any promotions to sergeant or lieutenant until replaced by a subsequent eligible list.

IN WITNESS THEREOF, the Town has caused this instrument to be duly executed by its authorized designees and Needham Police Union has caused this instrument to be signed by its proper officers hereunto duly authorized this _____ day of _____, 2022.

**Needham Town Manager**

_____
Kate Fitzpatrick

Date:_____

**Select Board**

_____

_____

_____

_____

_____

Date:_____

**Needham Police Union**

_____

_____

_____

_____

_____

Date:_____

**Approved as to form:**

_____
Town Counsel

Date:_____

**Needham Police Department**

**Drug and Alcohol Testing Policy**

**January 19, 2017**

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## 1. INTRODUCTION

**1.1** To ensure a safe, healthful and productive work environment, to protect the health and welfare of the citizens of the Town of Needham, and to assure compliance with the Federal Drug-Free Workplace Act of 1988, the department has adopted this policy to address drug and alcohol abuse by sworn personnel. These procedures provide the department with reasonable measures to ensure that drug and/or alcohol use do not jeopardize the public or the department's ability to serve its citizens.

**1.2** It is the general intent of the policy to create a humanitarian program. Treatment and discipline are both important aspects of the plan. Drug and alcohol testing, which will be part of the program, are intended in part as a means of identifying those who need help.

**1.3** The department will not tolerate any drug or alcohol use which could affect an officer's job performance. The public has a right to expect that sworn personnel will carry out their duties in a safe and reliable manner, free from the effects of drug or alcohol use. This policy replaces any and all earlier policies or procedures on drug testing and applies to all sworn personnel.

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

## 2. DEFINITIONS

**2.1** Illegal Drugs – for the purposes of this policy, illegal drugs will include: Amphetamines, Cocaine, Marijuana, Opiates, and Phencyclidine.

**2.2** Alcohol - colorless, volatile and flammable liquid that is the intoxicating agent in fermented and distilled liquors. It includes, but is not limited to, beer, wine and liquor. It does not include alcohol used in chemical processing, cleaning or testing.

**2.3** Department - the Needham Police Department.

**2.4** Department Property - includes buildings, offices, facilities, equipment, vehicles, land, and parking lots owned, loaned, utilized or leased by the department. It also includes any other site at which business of the department is transacted, whether on or away from department owned, loaned, or leased property.

**2.5** Accident - an unplanned, unexpected and unintended event which occurs on department property, on department business, or during working hours; and initially appears to have been caused wholly or partially by a sworn police officer, and results in either a fatality, bodily injury requiring medical treatment away from the scene of the event, or damage to property in excess of $2,500. An unplanned, unexpected and unintended discharge of a firearm, rifle, and/or shotgun, is also an "accident."

**2.6** Drug Paraphernalia - any item which is clearly intended for use in administering,

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

**2.7** Reasonable Suspicion of Drug and/or Alcohol Use - the reasonable suspicion standard for drug testing of sworn personnel is based upon specific objective facts and reasonable inference drawn from those facts, in light of experience and training, that the suspected individual may be involved in the use of any illegal drug or alcohol, as documented in accordance with Appendix A of this policy. Examples would include one or more of the following:

**2.7.1** Observable phenomena, such as direct observation of on-duty alcohol use or possession and/or direct observation of on-duty or off-duty use or possession of illegal drugs, and/or the on-duty display of behaviors which appear to be indicative of the use of any illegal drug or alcohol, and are not attributable to other factors;

**2.7.2** A pattern of abnormal conduct, erratic behavior or deteriorating work performance, including but not limited to, frequent absenteeism, excessive tardiness, or frequent accidents, not attributable to other factors and which appear to be related to drug and/or alcohol abuse;

**2.7.3** Arrest, indictment, or conviction for a drug-related offense;

**2.7.4** Newly discovered evidence that the officer has tampered with a prior drug/alcohol test;

**2.7.5** Repeated or flagrant violations of the department's rules and procedures which are determined by a supervisor to pose a substantial risk of injury or property damage, which are not attributed to other factors, and which appear to be related to drug and/or alcohol abuse;

**2.8** Under the influence of Illegal Drugs and/or Alcohol - The presence of a .04 alcohol content in the blood, or a verified positive drug test, at levels specified by the National Institute of Drug Abuse (NIDA), for an illegal drug.

**2.9** Medical Review Officer (MRO) - A licensed physician responsible for receiving laboratory drug testing results who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate a positive test relative to the officer's medical history, and other relevant biomedical information.

**2.10** Investigating Officer (IO) - The Chief of Police or his/her designee. The IO will perform many of the administrative duties associated with this policy.

**2.11** Substance Abuse Professional (SAP) – an individual who is qualified by virtue of training and education in the treatment of substance abuse, who is retained by the Town to recommend and/or review an officer's drug and/or alcohol treatment program.

## 3. PROHIBITED CONDUCT

The following conduct by sworn personnel is prohibited:

**3.1** Unauthorized use, possession, manufacture, distribution, dispensation or sale of illegal drugs, drug paraphernalia, or alcohol on department property, on department business, in department supplied vehicles, in vehicles being used for department purposes, or during working hours.

**3.2** Unauthorized storage in a department desk, locker, automobile or other repository on department property of illegal drugs, drug paraphernalia, or alcohol.

**3.3** Being under the influence of illegal drugs or alcohol on department property, on department business, in department supplied vehicles or vehicles being used for department business, on duty, or during working hours.

**3.4** Possession, use, manufacture, distribution, dispensation or sale of illegal drugs while off duty.

**3.5** Switching or adulterating any urine sample.

**3.6** Refusing to consent to testing, or refusing to submit a breath or urine, sample for testing.

**3.7** Failing to adhere to the terms of any Rehabilitation Agreement, which the officer has signed.

**3.8** Conviction under any drug or alcohol statute in Massachusetts or any other state.

**3.9** Failure to immediately notify the department of any arrest, conviction, or complaint being issued under any drug or alcohol statute.

**3.10** Refusing to sign: a receipt for the department's Drug and Alcohol Testing Policy; a form to consent to testing pursuant to this policy; a form to release results to the Town pursuant to this policy; and any Chain of Custody Form.

**3.11** Failure to submit to a breathalyzer and/or urine test, when ordered by a supervisor, in accordance with Section 4 of this policy.

**3.12** Drinking alcoholic beverages while on duty or in uniform, or being in possession of alcoholic beverages on duty, except as ordered or in the performance of official duties.

**3.13** Public drunkenness to the extent that it constitutes conduct unbecoming a police officer.

**3.14** Use of illegal drugs, or possession of illegal drugs, except as required in the performance of official duties. Officers suspected of using illegal drugs shall, when ordered by a supervisor, submit to urine test, in accordance with Section 4 of this policy.

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

## 4. TESTING

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

**4.1** Reasonable Suspicion of Drug and/or Alcohol Use

**4.1.1** Sworn personnel will be tested for drugs and/or alcohol when a supervisor determines that there is reasonable suspicion (as defined in Section 2.7 of this policy) to believe that the officer is under the influence of drugs and/or alcohol, but only after compliance with the procedures set forth in Appendix A.

**4.1.2** Any test result based upon reasonable suspicion will be discarded if it is later determined that reasonable suspicion did not exist. The results of the test cannot be used to establish reasonable suspicion. If the officer tests negative for drugs or alcohol, the officer will be compensated for any regularly scheduled hours he/she would have worked during this period.

**4.1.3** An officer will be placed on administrative leave while waiting for a test result based on reasonable suspicion, in accordance with the provisions of the collective bargaining agreement. Said leave shall not exceed seven (7) days.

**4.1.4** In the event the initial reasonable suspicion drug test is positive, time restraints for administrative leave will be waived to allow for additional procedural testing, as authorized and allowed under the DOT Regulations, to occur. The officer shall remain on paid administrative leave until the conclusion of the additional procedural testing.

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

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

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

**4.5** Follow-up Testing - Sworn personnel referred by the department to treatment, and who undergo any form of treatment for substance abuse, will be subject to unannounced testing for a period of two years following a return to full duty (which shall be subject to a medical certification that the officer is qualified to safely carry a weapon). Follow-up testing will be limited to three (3) tests per year, and the cost of the follow-up testing will be borne by the Town.

**4.6** Testing Procedures

**4.6.1** Alcohol Testing Alcohol testing will be conducted in accordance with the Department of Transportation Regulations (49 CFR part 40).

**4.6.2** Drug Screening Drug tests will consist of screening for five drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP), and amphetamines. Drug screening using urinalysis will be conducted in accordance with the Department of Transportation Regulations (49 CFR part 40).

**4.7** Re-tests

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

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

**4.7.3** The department shall immediately place any officers who have requested a re-test on administrative leave pending the outcome of the re-test.

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

**4.8** Any test in which proper procedures are not followed, in which chain of custody is breached, in which a split sample test results in a negative test, when the MRO deems the test to be negative, or which is invalidated for any reason, through no fault of the officer, will be deemed a negative result. The sample and the results will be destroyed.

**4.9** If the result of any test is negative, or deemed negative, for drugs or alcohol, the officer will be compensated for any regularly scheduled hours he/she would have worked during any period he or she was placed on administrative leave.

**4.10** No test result or sample will be used for criminal prosecution or any purpose other than treatment or discipline under this policy. No officer will be compelled to submit to testing in accordance with Section 2.7.3 unless the department can provide written assurance that the results will not be provided to any law enforcement agency in connection with the arrest or indictment, or in connection with any sentencing.

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

## 5. CONSEQUENCES OF VIOLATION OF THE POLICY

**5.1** Officers who test positive for alcohol or drugs will be placed on administrative leave during the period of any retest.

**5.2** Officers who are confirmed to have tested positive for drugs or alcohol will be subject to disciplinary action up to and including termination. Officers who do not agree to enter into a Rehabilitation Agreement will only be allowed to return to work, if appropriate, in accordance with the Return to Duty and Follow-up testing provisions set forth in sections 4.5 and 4.6.

**5.3** Officers who agree to enter into a Rehabilitation Agreement in accordance with this policy and Appendix B will have any imposed disciplinary action suspended pending the completion of the rehabilitation, provided that the officer has not tested positive for drugs within the preceding five (5) years or tested positive for alcohol within the preceding three (3) years. In the event that the officer successfully completes the rehabilitation and returns to work in accordance with the provisions outlined below, the imposed disciplinary action will be expunged. Rehabilitation provisions will apply only to the positive test result; an officer may be subject to additional disciplinary action for any related offense or violation of the rules and regulations of the Needham Police Department.

**5.4** Officers who enter into a Rehabilitation Agreement must be evaluated by a Substance Abuse Professional (SAP) and comply with any treatment recommendations to assist them with an alcohol or drug problem. The payment of the recommended treatment will be at the expense of the officer (or his or her health insurance program, if applicable). Officers will be placed on non-occupational sick leave, accrued leave, or leave without pay status, whichever is appropriate, during the treatment period. Officers who fail to comply with the treatment required by the SAP will be subject to disciplinary action up to and including termination.

**5.5** Officers who have been evaluated by a Substance Abuse Professional, who are cleared by the SAP to perform all of their essential functions, who comply with any recommended treatment, who have taken and passed a return to duty test, and who are subject to unannounced follow-up tests, may return to work. As a condition of employment, the officer must comply with prescribed follow-up care, if any.

**5.6** Officers who have returned to work under these conditions and who subsequently test positive for drugs or alcohol in accordance with this policy within five (5) or three (3) years, respectively, will be terminated immediately. An officer who tests positive for drugs or alcohol after the five (5) or three (3) year period will be subject to disciplinary action or offered rehabilitation provisions as if it were a first positive test**.**

**5.7** Refusing to submit to a drug or alcohol test will result in disciplinary action up to and including termination.

**5.8** Switching or adulterating any or urine sample will result in a recommendation of termination.

**5.9** Failure to adhere to the terms of a rehabilitation agreement shall result in disciplinary action up to and including termination.

**5.10** Officers may challenge a finding of reasonable suspicion through the grievance and arbitration provisions of the collective bargaining agreement. In the event that the officer prevails and reasonable suspicion is not upheld, the result will be deemed to be negative.

**5.11** If the Town suspends disciplinary action in accordance with section 5.3, time limits for challenging the disciplinary action will begin when and if the disciplinary action is actually imposed.

## 6. TRAINING

**6.1** The Town will provide a minimum of two (2) hours of training annually for supervisors regarding misuse of alcohol and use of illegal drugs, including the circumstances which constitute reasonable suspicion.

**6.2** The Town will provide training to officers about this Policy, testing procedures, and the integrity of the testing process which safeguards the validity of test results, prior to this policy going into effect.

## 7. ACCESS AND STORAGE OF TEST RESULTS

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

| | |
|---|---|
| _____ | _____ |
| **Town of Needham** | **Needham Police Union** |
| **Date: _____** | **Date: _____** |

## Appendix A
## REFERRAL PROCEDURES FOR SUPERVISORS

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

1. The supervisor will document in writing all circumstances, information and facts leading to and supporting his/her suspicion. At a minimum, the report will include appropriate dates and times of suspect behavior, reliable/credible sources of information, rationale leading to referral for testing, and the action(s) taken.

2. Prior to referring an officer for testing, the supervisor will discuss the problem with the officer in a private location with one witness, preferably another supervisor, present. Caution will be taken not to accuse the officer of substance abuse, but the officer will be presented with instances of questionable behavior. If the officer does not have an acceptable explanation for his questioned behavior, the supervisor will continue with the procedures set forth in this section. Nothing in this procedure is intended to prevent the officer from invoking any Weingarten rights the officer may have. The officer shall have the opportunity to consult with a representative of the Union or his or her attorney, and to have either present, as long as such consultation and representation does not serve to delay the testing process.

3. The supervisor shall consult with the Chief of Police or his or her designee and they shall jointly decide whether to refer an officer for testing. All persons involved in the decision-making process will have received training in the identification of actions, appearance, and conduct that are indicative of the use of alcohol and/or drugs.

4. In those cases where the supervisor determines that the person's behavior causes a potential threat of harm to himself or others, the officer will be immediately removed from the work site and where there is no other misconduct resulting in suspension the officer shall be placed on administrative leave and shall be subject to customary restrictions of such leave.

5. Once a determination has been made to refer an officer for testing, it will be the responsibility of the supervisor to advise the officer of such decision and to escort the officer to a collection facility. The supervisor should remain with the officer at the collection site facility until testing is concluded. In the event that leaving the scene and/or remaining with the officer is not feasible, the supervisor will:

    5.1 Arrange transportation to the collection facility (the officer will be instructed not to drive a vehicle);

    5.2 Notify the collection facility that the officer is being sent for testing;

5.3 Request that the collection facility notify the supervisor when collection procedures are completed;

5.4 Arrange transportation for the officer following the collection process; and

5.5 Notify the officer that he or she is not to return to work pending receipt of the test results by the Investigating officer.

5.6 Upon conclusion of the examination, the supervisor will ensure that the officer is escorted to his destination. The supervisor will direct the officer not to drive himself/herself to his/her destination. The officer will be placed on administrative leave in accordance with Section 5.1.3 of this policy pending receipt by the Investigating officer of the test results and the officer will be notified of this change in status.

5.7 If the officer tests negative for drugs or alcohol, the officer will be compensated for any regularly scheduled hours he or she would have worked during the suspension period.

5.8 In those cases where a supervisor discovers an officer who possesses what appears to be illegal drugs or alcohol, he or she will proceed as described above for instances where reasonable suspicion exists, and, if the substance in question appears to be an illegal drug, will–immediately confiscate the substance and all equipment or paraphernalia directly employed with the substance consistent with the department's procedures for handling and collecting evidence**.**

## Appendix B

## SAMPLE REHABILITATION AGREEMENT

Name: _____ Date: _____

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

1. You must authorize your treatment provider to provide proof to the Investigating Officer of enrollment in a rehabilitation program and proof of attendance at all required sessions or proof of completion of any required in-patient stay. Your attendance will be monitored closely and the Investigating Officer will initiate appropriate disciplinary action up to and including termination if you do not regularly attend all sessions or complete any required in-patient stay.

2. You must adhere to all of the requirements of the drug or alcohol treatment or counseling program in which you are enrolled.

3. If you are absent from work during the rehabilitation period without prior authorization, you must promptly submit a written doctor's certificate explaining the reason for such absence. The department will take disciplinary action if you are absent as a result of alcohol or drug use.

4. You will pay for all costs of rehabilitation that are not covered under your health plan.

5. During the two years following the completion of your rehabilitation program, the department will test you for alcohol and/or drug use on a random basis a maximum of three times per year. The Town will take prompt disciplinary action if you refuse to submit to testing or if you test positive during this period.

_____
Officer

_____
Town of Needham

**Collective Bargaining Agreement**
**Between the**
**Town of Needham**
**and**
**Police Superior Officers Association**

**July 1, 2021 through June 30, 2022**

**And**

**July 1, 2022 through June 30, 2025**

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THIS AGREEMENT made and entered into this 1st day of July 2021 and 1st day of July 2022 by and between the Town of Needham (hereinafter called the "Town") and the Needham Police Superior Officers Association (hereinafter called the "Association").

## ARTICLE 1
## RECOGNITION AND BARGAINING UNIT

**Section 1.** The Town recognizes the Needham Police Superior Officers Association in accordance with the provisions of Mass. General Laws Chapter 150E, as the sole and exclusive bargaining agent and representative, for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for all permanent Lieutenants of the Town's Police Department, excluding however, the Chief of Police, Deputy Chief of Police, Sergeants, Patrolmen, all office and clerical employees, and all other employees of the Police Department and the Town.

**Section 2.** The Town agrees not to discharge, transfer or discriminate against employees covered by this Agreement because of legal authorized "Association" activities. Members of the bargaining committee shall be allowed to attend negotiations and shall be allowed a reasonable amount of time off from duty without loss of pay, or without having to make up such time, in order to conduct negotiations, process grievances or to attempt to resolve department problems and all negotiations shall be conducted at reasonable times.

## ARTICLE 2
## DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2021 and shall continue in effect until June 30, 2022, and the first day of July, 2022 and shall continue in effect until June 30, 2025, and shall be renewed automatically from year to year thereafter unless either party, at least six months prior to the expiration date, gives written notice that it desires to modify, terminate, amend or negotiate a new Agreement. The party to whom notice has been given will reply with a proposed date for a meeting within fifteen (15) days therefrom. In the event that negotiations for a new contract are not completed prior to the expiration date, all terms, provisions and conditions herein contained shall remain in full force and effect until a new agreement has in fact been executed.

## ARTICLE 3
## NO STRIKE CLAUSE

It is agreed that nothing in this Agreement shall constitute a grant of the right to strike to the employees of the Needham Police Superior Officers Association and further acknowledging that Chapter 150E of the General Laws specifically provides that it is unlawful for any employee of the Association to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services. The Association agrees that neither it nor its officers or representatives will call, incite, authorize, sanction or ratify any strike, slowdown, or stoppage of work by the employees of the Association.

## ARTICLE 4
## MANAGEMENT RESPONSIBILITY

**Section 1.** The listing of the following specific rights of management is not intended to be in limitation of the rights of the Town, the Select Board, the Town Manager and the Chief of Police. Responsibilities which are inherently those of management shall remain such whether or not specifically listed hereafter.

**Section 2.** Among such management responsibilities as are vested exclusively in the Town, the Select Board, the Town Manager and the Chief of Police 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 Police Department.

**Section 3.** The Town, the Select Board, the Town Manager and the Chief of Police shall have the freedom of action to discharge their responsibility for the operation of the Police Department including the scheduling of operations, the methods and materials used in carrying out the function of the Police Department and the extent to which its own or other facilities and or personnel shall be used.

## ARTICLE 5
## HOURS OF WORK AND HOLIDAYS

**Section 1. Hours of Work** Tours of duty shall be scheduled on a basis of five (5) consecutive days of duty (Monday through Friday) followed by two (2) consecutive days off.

**Section 2. Holidays**

(a) The Town of Needham recognizes the following legally observed holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, one-half day the last working day before Christmas, and Christmas Day.

(b) Sunday holidays shall be celebrated on the following Monday. Saturday holidays shall be celebrated on the preceding Friday.

(c) At the discretion of the Chief of Police, members of the bargaining unit may be required to report to work on a holiday for which no additional compensation will be paid.

**Section 3**. **Shift Coverage** Any employee who is ordered to report to work to perform shift supervision responsibilities will be entitled to a payment of $600 for that shift. The Shift Coverage pay will not apply to any shift coverage that is scheduled in advance.

## ARTICLE 6
## LEAVE OF ABSENCE

**Section 1.** At the discretion of the Chief of Police, 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 reasons and length of the requested leave.

**Section 2.** 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 Chief of Police.

**Section 3. Leaves and Benefits**

(a) **Sick Leave** Employees granted leaves of absence in excess of five (5) days in a calendar month shall not accrue non-occupational sick leave for that month.

(b) **Vacation** Employees who are on unpaid leave status for more than five (5) days in a calendar month shall have their current vacation bank (if any) or their next year's vacation allotment reduced by one-twelfth of the annual allotment. Partial vacation days shall be rounded up to the closest whole number.

(c) **Step Raises** Employees who are on unpaid leave of absence for more than ten (10) days in a calendar year shall have their next step dates (if applicable) adjusted by the number of calendar days spent on unpaid leave.

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

**Section 5.** The Association President or his/her designee shall be allowed three (3) days per year without loss of pay in order to attend "Association" business, provided that staffing on the particular day in question is such that the Chief/designee does not feel the necessity to cover.

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

## ARTICLE 7
## CIVIC DUTY LEAVE

**Section 1.** All employees shall be granted leave when called for jury duty or under summons to appear as witnesses. Members of the bargaining unit will be paid by the Town during the period required for court service for the difference between the amount paid them by the court, excluding travel allowance, and the amount of regular straight-time pay which would normally be received form the Town for scheduled work time spent on approved civic duty leave. If the jury or witness fees, exclusive of travel allowance, are more than the amount of regular straight-time pay which the employee would receive for scheduled work time spent on civic duty leave, no compensation shall be paid by the Town for the period of court service.

**Section 2.** Official Summons to jury duty or witness appearance must be presented in advance to the Chief of Police/designee in order to be eligible for civic duty leave.

**Section 3.** To qualify for payment hereunder, the employee must furnish the Town Accountant with complete and satisfactory evidence of the jury or witness fees received. As a condition for receiving payment from the Town hereunder, an employee on authorized civic duty leave who is discharged from court service for the day or a major portion thereof during regular work hours must report to work.

**Section 4.** Absence due to civic duty leave shall not affect an employee's eligibility for longevity, satisfactory performance step increases or benefit eligibility.

**Section 5.** Civic duty leave shall not be used for personal litigation.

## ARTICLE 8
## MILITARY LEAVE

**Section 1. Reserve Service** Members of the bargaining unit who are members of a state or federal military reserve unit shall be entitled to leave of absence from a permanent position for compulsory military service under orders, up to forty (40) calendar days per year 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 members of the bargaining unit on occasion of their required appearance under orders before armed forces draft boards of for physical examination required by such boards.

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

**Section 4. Notification and Approval Requirements** Every employee desiring military leave as provided hereunder shall request it in writing in advance from the Chief of Police, and such

request shall provide written proof from military or selective service officials indicating the date of departure and length of service required.

## ARTICLE 9
## 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 1/4) days non-occupational sick leave for each full calendar month of continuous employment per fiscal year. The aforementioned accruals shall be added to the employee's permanent record of available non-occupational sick leave and shall be referred to as the "non-occupational sick leave credit" or the "non-occupational sick leave balance."

**Section 3. Usage**

(a) Use of non-occupational sick leave shall be granted to an employee only when the employee is incapacitated from the performance of duties by personal sickness, injury or quarantine by public health authorities, except that an employee shall be allowed to use up to ten (10) days of non-occupational sick leave when available per fiscal year for illness or injury of a parent, spouse or child of the employee. Sick leave used for qualified and approved family and medical leave in accordance with the FMLA is not subject to the ten (10) day limit.

(b) During each fiscal year, there shall be charged regularly to the employee's total non-occupational sick leave credit the total number of days absent from work because of non-occupational illness for which the employee was paid the regular straight-time pay for normally scheduled hours absent due to non-occupational sick leave.

**Section 4. Notification** Non-occupational sick leave shall commence on the date that notification of the employee's sickness, injury or quarantining is given to the Chief of Police by the employee or the employee's family or physician.

**Section 5. Certification of Illness, Injury or Quarantine** The Chief of Police shall investigate and ascertain the validity of any request for non-occupational sick leave made by an employee, and shall approve the same if satisfied as to the validity of the request. A physician's certificate may be required by the Chief of Police or Town Manager in any case of non-occupational sick leave. If the cause of sick leave is not substantiated to the satisfaction of the Chief of Police, the absence will not be paid as non-occupational sick leave.

**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) days per fiscal year, upon receipt of a written request for extended sick leave submitted by the Chief of Police, and upon receipt of written confirmation from a practicing physician that the employee is unable to report to work.

(b) Requests for extended sick leave as provided herein shall not be submitted until the employee has used all available paid leave 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, absence record, and performance appraisals. The granting of extended sick leave is subject to availability of appropriation.

(d) Any employee granted extended sick leave as provided herein will not receive credit for such leave for the purpose of determining vacation or other leave eligibility, and the amount of time spent on extended sick leave shall not be included in the computation of continuous service.

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

**Section 8. Fitness for Duty** Members of the bargaining unit may be required to submit medical verification of their current ability to perform their essential job functions upon return to work following use of sick leave in excess of five (5) consecutive shifts, or after hospitalization or major surgery.

**Section 9. Personal Leave Incentive Plan**

(a) Each member of the bargaining unit shall be eligible to convert 16 hours of unused, non-occupational sick leave to personal leave for every calendar quarter (January 1

through March 31, April 1 through June 30, July 1 through September 30 and October 1 through December 31) in which no sick leave is used. Eligible employees may elect to "buy back" a maximum of 8 hours converted to personal leave per quarter. Eligible employees must elect such conversion by January 15th of each year for the accumulation calculations based upon calendar quarters occurring during the prior calendar year.

(b) Eligible members of the bargaining unit electing to convert non-occupational sick leave hours to personal leave must use such leave hours (a maximum of 64 hours) by December 31 of the year in which they are converted. Use of converted time will only be granted if the Chief of Police determines that no unreasonable overtime obligation or staffing deficiency, which is known as of the date of request, will occur.

(c) Eligible members of the bargaining unit electing to buy back non-occupational sick leave hours converted to personal leave at their regular rate of pay (a maximum of 32 hours) must do so by January 15th of each year.

(d) Eligible members of the bargaining unit may elect a combination of the options set forth in (b) and (c) to the extent that hours converted or bought back do not exceed the maximum number of hours. However, once an employee elects to convert non-occupational sick leave to personal leave, those hours will expire if not used by December 31st.

(e) Hours converted or bought back in accordance with this program will be deducted from an employee's non-occupational sick leave bank.

(f) The provisions of this section shall not apply to Personal Leave described in Article 6 Section 7.

(g) Members of the bargaining unit on approved injury on duty status for more than five (5) days in a calendar quarter will be ineligible to participate in this program for that quarter.

## ARTICLE 10
## INJURY ON DUTY

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

**Section 1. Determination of IOD Status** The determination of eligibility for IOD status in accordance with M.G.L. Chapter 41 Section 111F shall be made by the Town Manager or his/her designee. Prior to the approval of eligibility for benefits under this section, the Lieutenant may be

placed on non-occupational sick leave. If during the period in which the Town is determining eligibility for injured on duty status the employee exhausts his/her banked non-occupational sick leave, the Town will provide the employee with additional sick leave up to the date of determination. If the request for benefits under this section is approved, the period of the non-occupational sick leave shall be converted retroactively to Injured on Duty status.

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

**Section 3. Appeals** An employee whose claim for benefits under this section is denied by the Town shall have the right to file for arbitration under Article 19 of this Agreement or to file an appeal under the applicable provision of Massachusetts General Law.

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

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

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

## ARTICLE 11
## HEART AND HYPERTENSION

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

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

**Section 3.** The Town will match on a one-for-one basis each day of absence. The employee's days will be charged to the employee's accrued NOSL. The Town's will be in addition to any NOSL the employee has accrued. The Town will only match those days for which the employee has contributed one NOSL day. Not later than 90 calendar days after onset of the absence, the employee will either submit his application for retirement or return to work. Provided, however, that if a physician appointed by the Town is unable to determine that the employee is either fit for duty or is permanently disabled, the Town will continue to match on a one-for-one basis any additional period of absence until the Town's physician has made his determination, the employee will either return to work or submit his application for retirement. If the Town's physician recommended retirement, then, upon submission of the application, the Town will pay full weekly compensation to the employee for a period up to 120 days or until retirement, whichever comes first.

**Section 4.** If the employee exhausts his accrued NOSL, the Town Manager may, at his/her sole discretion, grant a further period of paid leave.

**Section 5.** Medical, hospital, surgical, medicinal or similar bills incurred in the treatment of heart injury, hypertension or heart bypass operation shall not be deemed to arise out of a work-related injury and will not be paid by the Town except to the extent that the Town contributes to the employees' health insurance premiums. They may be submitted to the applicable group health insurance provider for appropriate coverage.

**Section 6.** Employees, while being compensated hereunder, shall not accrue additional NOSL or vacation time.

## ARTICLE 12
## TEMPORARY MODIFIED WORK PROGRAM

**Section 1. Work-related Illness or Injury**

(a) If a physician designated by the Town of Needham determines that a Lieutenant is eligible for temporary modified work, the Chief of Police may assign that Lieutenant to a Temporary Modified Work Program. Failure of the Lieutenant to comply with the Temporary Modified Work Program may result in suspension of IOD benefits. The physician designated by the Town shall be Board-certified or otherwise be a specialist or have expertise in the relevant area of injury or illness. Any determination that a Lieutenant can do temporary modified work shall be made only after a review of the specific duties that the Lieutenant will be asked to perform. The Town-designated physician shall give his or her opinion as to whether the Lieutenant can perform the specific tasks enumerated.

(b) If the physician designated by the Town determines that the Lieutenant is eligible for temporary modified work, and the Lieutenant's physician (who shall be Board-

certified or otherwise be a specialist or have expertise in the relevant area of injury or illness), disagrees, the Lieutenant, or, if the Lieutenant so designates, the Lieutenant's physician, shall contact the Town's physician within fourteen (14) calendar days of receiving the Town physician's report. If the Lieutenant, or the Lieutenant's physician, fails to contact the Town's physician within fourteen (14) calendar days, the decision of the Town's physician shall be final and binding.

(c) The Town's designated physician shall confer with the Lieutenant or the Lieutenant's physician on the question of the Lieutenant's ability to perform temporary modified work and they shall attempt to reach agreement. If they agree that the Lieutenant can perform temporary modified work, the Lieutenant shall be placed on a TMWP. If, after discussion, they fail to reach agreement, they shall jointly select a third physician, who shall be Board-certified or otherwise be a specialist or have expertise in the relevant area of injury or illness. Such selection will be made within 21 days of the original decision of the Town's physician. Failure or refusal on the part of the Lieutenant or the Lieutenant's physician to cooperate in this selection may void any obligation by the Town to appoint a third physician and the decision of the Town's physician shall be final and binding.

(d) The Town or its physician shall make an appointment for the Lieutenant with the third physician and shall advise the Lieutenant of the time, date and place. Except for emergency, the Lieutenant shall report to and fully cooperate with the third physician. The report of the third physician must be completed and results received by the Town and the Lieutenant within fourteen (14) calendar days of the appointment.

(e) An election by a Lieutenant to utilize the third physician option permitted hereunder shall be a binding election of remedies. Such election shall preclude any right to bring an action or challenge the decision of the third physician either pursuant to M.G.L. c. 41, Section 111F or pursuant to the grievance/arbitration procedures under this contract. The decision of the third physician shall be final and binding without right of appeal by either party. The cost of the third physician shall be borne by the Town and the Union jointly.

(f) The provisions of this section shall apply only to questions relating to the determination of eligibility for temporary modified work.

**Section 2. Non-Occupational Illness or Injury**

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

**Section 3. General Provisions**

(a) Temporary modified work duties shall be related to law enforcement and shall include, but not be limited to, the following: data entry, report writing, community education, research, and training.

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

(c) The Chief of Police may change the work schedule of the Lieutenant 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 Lieutenant's need for on-going treatment. No Lieutenant regularly assigned to a shift shall be involuntarily reassigned in order to accommodate a Lieutenant on a Temporary Modified Work Program.

## ARTICLE 13
## 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. Such leave to be granted beginning with the date of death or concluding two days after the funeral or other service.

**Section 2.** For the purposes of this Article, the term "immediate family" is defined as parents of the employee, spouse, parents of spouse, children, brothers, sisters, grandparents, grandchildren, and legal guardian of the employee.

**Section 3.** Bereavement leave of three (3) days may be allowed because of the death of a brother-in-law, sister-in-law, niece, nephew, aunt or uncle of the employee.

## ARTICLE 14
## VACATION

(a) Employees will be credited with vacation leave on the first day of the calendar year for use during that calendar year. Employees who are on unpaid leave status shall have their vacation adjusted in accordance with Article 6, Leaves of Absence.

(b) Vacation Leave will be granted as follows:

| Length of Continuous Service | Vacation Leave Allowance As of January 1 |
|---|---|
| Less Than 5 Years: | 14 Days |
| 5 to 9 Years | 21 Days |
| 10+ Years: | 28 Days |

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

(d) **Vacation Carry Over** Employees shall not be allowed to carry unused vacation from one calendar year to the next, except that employees whose December vacation is canceled by the Chief of Police may carry one week of vacation from one calendar year to the next.

(e) **Employee Termination** When employment is terminated for any reason, the employee shall be entitled to receive payment for that portion of his/her vacation accumulation not yet taken for the current calendar year, subject to adjustment in accordance with Article 6, Leaves of Absence.

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

(g) **Vacation Use** At the discretion of the Chief of Police, members of the bargaining unit may use vacation leave in four (4) hour increments not to exceed ten (10) times per calendar year.

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

## ARTICLE 14
## VACATION LEAVE

**Section 1. Vacation**

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

(b) Vacation Leave will be granted as follows:

| Length of Continuous Service | Vacation Leave Allowance As of July 1 |
|---|---|
| Less than Five Years: | 14 Days |
| Five to Ten Years | 21 Days |
| Ten or More Years | 28 Days |

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

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

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

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

**Section 2. Vacation Buyback** Effective July 1, 2015, upon the request of any employee who has twenty (20) or more years of service, the Town shall buy back up to five (5) days of accumulated, unused vacation leave annually. Eligible employees wishing to have vacation leave bought back in any year shall so advise the Chief of Police and the Director of Human Resources in writing by June 30th of the prior year for the next succeeding year and the Town shall pay out the vacation leave by July 31st of said next succeeding year. The determination as to whether payments for the buyback of vacation leave under this provision shall be considered regular compensation shall be made pursuant to M.G.L. Chapter 32 and associated regulations.

## ARTICLE 15
## CLOTHING ALLOWANCE

(a) Each member of the bargaining unit shall be provided with an appropriate uniform as determined by the Chief of Police at the inception of his/her initial employment. It is understood that payment of the clothing allowance and cleaning allowance in the form of salary will not relieve members of the bargaining unit from their responsibility of being presentable and properly equipped at all times as determined by the Chief of Police or a designee.

(b) Uniform items will be replaced by the Town upon a determination by the Chief of Police that said items have been rendered unfit by exposure to contaminants or hazardous materials, or have been otherwise damaged in the line of duty. Such replacements will be provided within 30 days to the extent feasible.

## ARTICLE 16
## SALARY

**Section 1.** The following salary rates shall be in effect:

**Police Superior Officers Union**
**FY2022 - Effective July 1, 2021**

| GRADE | Step 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|---|---|---|---|---|---|---|
| Lieutenant | X | $126,186 | $129,656 | $133,222 | $136,885 | $140,992 |

**Police Superior Officers Union**
**FY2023 - Effective Jul 1, 2022**

| GRADE | Step 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|---|---|---|---|---|---|---|
| Lieutenant | X | $129,341 | $132,897 | $136,553 | $140,307 | $144,517 |

**FY2024 - Effective July 1, 2023**

| GRADE | Step 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|---|---|---|---|---|---|---|
| Lieutenant | X | $133,221 | $136,884 | $140,650 | $144,516 | $148,853 |

**FY2025 - Effective July 1, 2024**

| GRADE | Step 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|---|---|---|---|---|---|---|
| Lieutenant | X | $137,218 | $140,991 | $144,870 | $148,851 | $153,319 |

**Section 2. Night Differential** Members of the bargaining unit regularly assigned to all evening or midnight shifts, as designated by the Chief of Police, shall receive night differential in the amount of $23.50 per shift.

**Section 3** Certification Stipend In recognition of the significant new obligations and other changes in the terms and conditions of employment for bargaining unit officers under the Police Reform Act of 2020 (See Chapter 253 of the Acts of 2020), and to ensure that the Town can continue to recruit and retain quality police officers, effective July 1, 2022 the Town shall pay each bargaining unit officer an annual certification stipend in the amount of 2% of regular weekly compensation. Effective July 1, 2023 the certification stipend shall increase to 3% of regular weekly compensation. Effective July 1, 2024 the certification stipend shall increase to 5% of regular

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

Section 4. An annual POST Supervisory and Certification/Accreditation stipend will be paid to all members of the bargaining unit in the amount of $1,000 on or about July 1 of each year.

## ARTICLE 17
## PAID DETAILS

**Section 1. Private Detail Rates**

| | |
|---|---|
| Basic Rate | $57 effective July 1, 2022 |
| Basic Rate | $60 effective July 1, 2023 |
| Strike Rate | 1.5 times the Basic Rate |

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

**Section 2.** The Town may, at its sole discretion, change the detail rates outlined in Section 1; provided, however, that such detail rates shall in no event be lower than those paid to other employees of the Police Department authorized to work details.

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

For the purposes of this Section, Town details shall be defined as work performed at the request of a Town department, excluding work performed by outside contractors, Section 4 shall not be interpreted as a waiver of the Town's or Association's respective positions as to who may work Town details.

**Section 5.** 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 6.** To ensure expeditious payment of outside detail monies earned, the Town shall establish and maintain a special fund of ten thousand ($10,000) for payment of outside detail monies for details worked by employees of the Police Department as authorized by Massachusetts General Law, Chapter 44, Section 53C. Payment of such monies owed will thereafter be made within three (3) weeks from the date on which such detail was performed.

**Section 7.** Lieutenants working paid details shall be guaranteed a minimum of four (4) hours pay.

Lieutenants working details beyond four (4) hours shall be guaranteed four (4) hours additional pay for hours worked between four (4) and eight (8) hours. Lieutenants shall be paid for eight (8) hours for private details that are requested as eight (8) hour details by the private party, regardless of the number of hours worked. Hours worked beyond eight (8) hours shall be paid on an hour for hour basis. Those details which last for more than eight (8) hours of continuous duty by the Lieutenant shall be paid at an additional half time for all hours worked in excess of eight (8) hours. Any portion of an hour worked beyond eight (8) hours shall be rounded up to the nearest whole hour.

## 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 the Association 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 the Association to future performance of any such term or condition, and the obligations of the Association 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. 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 the Association, but nothing in this Article shall prevent individual employees from presenting their own grievances, 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 the Association will make a sincere effort to reconcile their differences. The following procedures are established for settlement of grievances:

**A**. The employee's grievance must contain the following information:

(1) 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;

(2) a statement of remedial action or relief sought;

(3) evidence (documentary, if available) to support the grievance; and

(4) a statement of reasons why the aggrieved believes that the remedy should be granted.

**B. Step One (1)**

Any grievance must be presented for discussion with the Chief of Police within five (5) business days of the occurrence of the event(s) giving rise to the grievance, or, within five (5) business days of the Association's gaining knowledge of such event(s), whichever is later. The Chief of Police must make his or her decision within five (5) working days after receipt of the grievance, unless it is mutually agreed by the participants that additional time to answer is allowed.

**C. Step Two (2)**

Should the grievance remain unsettled, the employee or the Association must present it to, the Director of Human Resources within ten (10) business days after the decision of the Chief of Police 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 the participants that additional time to answer is allowed.

**D. Step Three (3)**

(1) Should the Association wish to appeal the decision of the Director of Human Resources, it shall present the grievance to the Personnel Board/Town Manager 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/Town Manager agrees with the decision of the Director of Human Resources, the Personnel Board/Town Manager will issue a decision.

(2) If the Personnel Board determines that it will require additional information before issuing a decision, it will convene a meeting of the Joint Resolution Committee (JRC). The JRC will be comprised of two (2) members of the Personnel Board and two (2) members of the Select Board and the Town Manager.

(3) The JRC shall present its findings to the Personnel Board/Town Manager. Three (3) affirmative votes of the JRC will be required to overturn the decision of the Director of Human Resources (Step 2). If the JRC is deadlocked, voting two (2) for and two (2) against the previous ruling, the Personnel Board/Town Manager shall then issue a decision based upon the majority vote of the Personnel Board/Town Manager.

(4) The Personnel Board will issue a decision within 30 business days of receipt of the grievance by the Director of Human Resources. The timeframes in this section may be extended at the agreement of the parties.

**E. ARBITRATION**

Should the grievance remain unsettled after the decision of the Personnel Board, the Association 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.

(1) In the event that the Association 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 Association. If the Town and the Association 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 a Voluntary Labor Arbitration Rules.

(2) The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearings shall be shared equally by the Association 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 Select Board have any personal obligation for payment under the provisions of this contract.

(3) 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 Chief of Police 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 the Association and the employees whom it represents.

(4) 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.

## ARTICLE 20
## STABILITY AND SUBORDINATION

The parties acknowledge the Town's right to revoke its acceptance of the Civil Service statutes. Subsequent to the Town taking the necessary steps required by law to withdraw from Civil Service, this Article shall be amended by inserting in the first paragraph after the words "a Civil Service rule or regulation" the words "(for employees hired under the Civil Service System)" and in the last paragraph after the words "Civil Service Commission" the words "(for employees hired under the Civil Service System)"

**Section 1.** Should any of the provisions of this Agreement become invalid or should their efficacy become doubtful or questionable because of existing federal or state legislation, a Town Charter, a Civil Service rule or regulation, a decision by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

**Section 2.** In the event that this Agreement or any part or provision thereof conflicts with any State or Federal law, or Town Charter, this Agreement or any such part or provision thereof shall be subordinate to any such State or Federal law, ordinance, or Town Charter as long as such conflict remains. Nothing in this Agreement shall diminish the authority and power of the Civil Service Commission, any Retirement Board or Select Board established by law.

## ARTICLE 21
## EDUCATIONAL INCENTIVE COMPENSATION

**Section 1. Educational Committee** There shall be established an Educational Committee (hereinafter referred to as the Committee) comprised of the Chief of Police, the Director of Human Resources, and a member of the Needham Police Superior Officers Association designated by the Association President. It shall be their responsibility to supervise and implement the programs listed below. They shall have the following responsibilities:

(a) Certification of credit after submission of proof by a Lieutenant and authorization for payment of incentive pay.

(b) Establishing of in-service training courses.

(c) Approval of payment of Career pay upon completion of courses.

**Section 2. Educational Incentive** (effective July 1, 2022)

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

| Education Level | Current Rates |
|---|---|
| CJ Associates Degree | 10% of base pay |

| | |
|---|---|
| CJ Bachelor's Degree | 20% of base pay |
| CJ Masters/Law Degree | 25% of base pay |

(b) It is the intent of this Section to guarantee 100% payment of full Education Incentive pay benefits for all officers with qualifying degrees notwithstanding the date by which an employee was hired by the Town or by which an employee matriculated for or received any degrees covered by this Article. Further nothing in M.G.L., c. 41, s. 108L or any current or subsequent legislation that might affect M.G.L., c. 41, s. 108L, or the City's reimbursement by the Commonwealth, shall disqualify any employee from receipt of the benefits under this provision. If M.G.L., c. 41, s. 108L, shall be repealed or amended, employees shall continue to receive the Education Incentive pay and percentages they were/are entitled to and were/are receiving or may be entitled to receive in accordance with said c. 41, s. 108L, had said statute not been repealed or amended, and the Town shall pay the entire amount thereof.

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

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

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

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

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

(e) Other degree programs may be accepted on a case-by-case basis if deemed job-related by the Town Manager and Police Chief. Employees may need to show

transcripts and coursework completed for degrees in order to have degree deemed job-related.

(f) Education Incentive pay shall be included in base pay for the purposes of computing overtime/court-time pay, sick pay, injured pay, holiday pay, vacation pay, or any other form of paid leave.

**Section 2.** **Educational Incentive** (through June 30, 2022)

(a) Effective July 1, 1998, Lieutenants must quality under M.G.L. c. 41, Section 108L in order to receive educational incentive pay.

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

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

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

## ARTICLE 22
## DISCIPLINE, DISCHARGE, AND EMPLOYEES PERSONNEL FILES

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

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

**Section 3.** Any formal civilian complaint filed against a Lieutenant shall not be processed by the Town unless presented in the form of a written affidavit, signed under penalties of perjury. No disciplinary action will be taken by the Chief of Police against any Lieutenant on a civilian complaint until the Lieutenant has been charged in writing and given the opportunity to respond to the complaint.

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

**Section 5.** An employee may inspect his/her own personnel file during normal business hours upon reasonable notice to the human resources office and in the presence of a member of the human

resources office. An employee shall at any time have the right to respond to any reprimand or other unfavorable material contained in his/her personnel file, and such response shall be inserted in the personnel file, where it shall remain as long as does the unfavorable material.

## ARTICLE 23
## 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 Lieutenant for action taken in the performance of his/her duty and the Lieutenant is found not guilty or the application for the criminal complaint against said Lieutenant is denied, the Town will reimburse the Lieutenant for legal fees incurred up to $3,000.00 for the hearing on the application for complaint, up to $10,000.00 for a district court trial and up to $25,000.00 for a superior court trial or federal district court trial. In the event that the legal fees exceed the above-stated limits, the Select Board may in its sole discretion recommend approval of payment of additional fees.

## ARTICLE 24
## LAY-OFFS & RECALL

The parties acknowledge the Town's right to revoke its acceptance of the Civil Service statutes. Subsequent to the Town taking the necessary steps required by law to withdraw from Civil Service, this Article shall be amended by deleting section 1 and inserting in place thereof the following:
**Section 1.** Lay-offs shall be made in order of seniority. For purposes of this paragraph, seniority shall be determined by date of permanent appointment to the Department. Subsequent recall shall take place on the same basis. Officers shall be eligible for recall for a period of ten calendar years from the effective date of the layoff, unless they decline a recall offer by the Town or fail to respond to a recall offer within thirty (30) calendar days from the date of receipt of the recall notice mailed by the Town to the last known address provided by them to the Town.

And Section 2. Recall/Reinstatement Benefits shall be amended by deleting the words "in accordance with the provision of Civil Service Law,"

And Section 2 (a) shall be amended by deleting the words "Civil Service Law" and inserting in place thereof the words "date of permanent appointment to the Department"

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

**Section 2. Recall/Reinstatement Benefits** In the event that a Lieutenant is laid off and reinstated in accordance with the provisions of Civil Service Law, he/she shall be entitled to the following benefits upon return:

(a) **Seniority** Seniority shall be determined by Civil Service Law.

(b) **Sick Leave** The recalled Lieutenant shall be credited with his/her non-occupational sick leave bank as of the time of the lay-off. The Lieutenant shall not accrue sick leave during the period that he/she was separated from his/her permanent position.

(c) **Vacation** The recalled Lieutenant shall be granted credit for prior service for the purposes of vacation. The Lieutenant shall not be entitled to vacation for the period that he/she was separated from his/her permanent position. Upon re-hire, the Lieutenant shall be granted a proportionate amount of vacation as the number of full calendar months to be worked in the current year bears to the number of calendar months in a year. Partial vacation days shall be rounded up to the closest whole number.

(d) **Step Raises** The recalled employee shall be reinstated at the step rate in which he/she was paid at the time of the lay-off. The Lieutenant's next step date shall be adjusted by the number of calendar days that he/she was separated from his/her permanent position.

## ARTICLE 25
## EFFECT OF AGREEMENT

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

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

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

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

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

## ARTICLE 26
## BEFORE-TAX PREMIUM PAYMENT PLAN

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

## ARTICLE 27
## ANNUAL PERFORMANCE EVALUATION PLAN

The Chief of Police, in consultation with the Lieutenants covered by this Agreement, shall develop and implement a Performance Evaluation Plan for each Lieutenant. The purpose of each Plan shall be for identifying performance objectives for training and career development purposes and shall be developed as to be consistent with the accreditation process as outlined by the Commission on Accreditation for Law Enforcement Agencies. The agreed upon Plan shall be in written form and signed by the Chief and each Lieutenant. Annually, the Chief of Police shall provide a written evaluation as to the Lieutenant's progress in obtaining the objectives set forth in the Plan. In addition, the Plan shall be updated annually for the coming year.

## ARTICLE 28
## MISCELLANEOUS PROVISIONS

**Section 1.** In case of death of a member of the bargaining unit while employed, all wages due to that employee, including but not limited to sick leave buy back, vacation and compensatory time, shall be paid to the pension beneficiary of the employee on file with the Needham Retirement Board, unless the employee explicitly states otherwise in writing.

**Section 2.** The Town will pay an amount not to exceed $5,000 for the funeral expenses of a Lieutenant killed in the line of duty. This section shall apply to a Lieutenant who, while in the performance of his/her duty and as a result of incident, accident or violence is killed or sustains injuries which are the direct and proximate cause of death. The presumptions created by M.G.L. Chapter 32 Section 94, 94A, and 94B shall not apply for the purposes of this section.

**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 and integral part thereof is the Town of Needham Vehicle Use Policy dated October 2, 2013, amended as follows:

(a) Section V (B) is amended by striking the words "Department Manager" and "Town Manager" and inserting in place thereof the words "The Chief of Police."

(b) Section V (D)(10) is amended by striking the words "Town Manager" and inserting in place thereof the words "Chief of Police."

(c) Section V (D) (2) is amended by inserting the words "except as otherwise permitted hereunder or in extenuating circumstances." at the end of the last sentence.

The parties acknowledge the Town's right to revoke its acceptance of the Civil Service statutes. Subsequent to the Town taking the necessary steps required by law to withdraw from Civil Service, a new Section 5 will be inserted as follows:

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

The parties acknowledge the Town's right to revoke its acceptance of the Civil Service statutes. Subsequent to the Town taking the necessary steps required by law to withdraw from Civil Service, Section 6. (Promotion) shall be amended as follows:

**Section 6. Promotion** The determination of the appropriate method of selection for the rank of Chief of Police and Deputy Chief of Police shall be the exclusive prerogative of the Town Manager, consistent with State law and the Town Charter. The Town agrees that the same method of selection for promotion to the rank of Chief of Police and Deputy Chief of Police will apply to all applicants, of any rank, for the position.

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

**Section 7. Drug and Alcohol Testing Policy** The Association agrees to implement and incorporate into this agreement by reference the Needham Police Department Drug and Alcohol Testing Policy, dated January 19, 2017.

**Section 8 401A Retirement Plan** The Town will contribute up to $1,500 annually to a retirement plan in a two for one match. For every $2 contributed by the employee to a 457 deferred compensation plan, the Town will contribute $1 to a 401A retirement plan.

**Section 9. Residency** Members of the bargaining unit may establish residency in a city or town whose perimeter is within 20 miles of the perimeter of the Town of Needham.

**Section 10. Direct Deposit** The Town is authorized to require that all members of the bargaining unit participate in the direct deposit program. The Town is authorized to eliminate the distribution of hard copy advice of deposit notices.

**Section 11 Bi-Weekly Payroll** The Town is authorized to implement bi-weekly payroll when and if the members of the Needham Police Union are subject to bi-weekly payroll as well.

**Section 12**. Injury on Duty Policy Incorporated herein by reference and considered an integral part thereof is the Town of Needham Injury on Duty Policy – Police (#412) dated November 1, 1994.

**Section 13. Training** Officers attending Police Department training shall be guaranteed a minimum of four (4) hours pay. Officers attending Police Department training beyond four (4) hours shall be guaranteed four (4) hours additional pay for hours worked between four (4) and eight (8) hours. Hours worked beyond eight (8) hours shall be paid on an hour for hour basis. Police Department training assignments that last for more than eight (8) hours of continuous duty by the officer shall be paid at an additional half time for all hours or a portion thereof, worked in excess of eight (8) hours.

**IN WITNESS THEREOF**, the Town has caused this instrument to be duly executed by its authorized designees and has caused this instrument to be signed by its proper officers hereunto duly authorized this_____ day of _____, 2022.

| **SELECT BOARD** | **POLICE SUPERIOR OFFICERS ASSOCIATION** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| Date: _____ | Date: _____ |
| **Town Manager** | **Approved as to form** |
| _____ | _____ |
| Kate Fitzpatrick | Town Counsel |
| Date: _____ | Date:_____ |

**Needham Police Department**

**Drug and Alcohol Testing Policy**

**July 1, 2003**

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## 1. INTRODUCTION

**1.1** To ensure a safe, healthful and productive work environment, to protect the health and welfare of the citizens of the Town of Needham, and to assure compliance with the Federal Drug-Free Workplace Act of 1988, the department has adopted this policy to address drug and alcohol abuse by sworn personnel. These procedures provide the department with reasonable measures to ensure that drug and/or alcohol use do not jeopardize the public or the department's ability to serve its citizens.

**1.2** It is the general intent of the policy to create a humanitarian program. Treatment and discipline are both important aspects of the plan. Drug and alcohol testing, which will be part of the program, are intended in part as a means of identifying those who need help.

**1.3** The department will not tolerate any drug or alcohol use which could affect an officer's job performance. The public has a right to expect that sworn personnel will carry out their duties in a safe and reliable manner, free from the effects of drug or alcohol use. This policy replaces any and all earlier policies or procedures on drug testing and applies to all sworn personnel.

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

## 2. DEFINITIONS

**2.1** Illegal Drugs – for the purposes of this policy, illegal drugs will include: Amphetamines, Cocaine, Marijuana, Opiates, and Phencyclidine.

**2.2** Alcohol - colorless, volatile and flammable liquid that is the intoxicating agent in fermented and distilled liquors. It includes, but is not limited to, beer, wine and liquor. It does not include alcohol used in chemical processing, cleaning or testing.

**2.3** Department - the Needham Police Department.

**2.4** Department Property - includes buildings, offices, facilities, equipment, vehicles, land, and parking lots owned, loaned, utilized or leased by the department. It also includes any other site at which business of the department is transacted, whether on or away from department owned, loaned, or leased property.

**2.5** Accident - an unplanned, unexpected and unintended event which occurs on department property, on department business, or during working hours; and initially appears to have been caused wholly or partially by a sworn police officer, and results in either a fatality, bodily injury requiring medical treatment away from the scene of the event, or damage to property in excess of $2,500. An unplanned, unexpected and unintended discharge of a firearm, rifle, and/or shotgun, is also an "accident."

**2.6** Drug Paraphernalia - any item which is clearly intended for use in administering, transferring, manufacturing, testing, or storing of a controlled substance, and which is not authorized or intended for use in the course of legitimate law enforcement activities.

**2.7** Reasonable Suspicion of Drug and/or Alcohol Use - the reasonable suspicion standard for drug testing of sworn personnel is based upon specific objective facts and reasonable inference drawn from those facts, in light of experience and training, that the suspected individual may be involved in the use of any illegal drug or alcohol, as documented in accordance with Appendix A of this policy. Examples would include one or more of the following:

**2.7.1** Observable phenomena, such as direct observation of on-duty alcohol use or possession and/or direct observation of on-duty or off-duty use or possession of illegal drugs, and/or the on-duty display of behaviors which appear to be indicative of the use of any illegal drug or alcohol, and are not attributable to other factors;

**2.7.2** A pattern of abnormal conduct, erratic behavior or deteriorating work performance, including but not limited to, frequent absenteeism, excessive tardiness, or frequent accidents, not attributable to other factors and which appear to be related to drug and/or alcohol abuse;

**2.7.3** Arrest, indictment, or conviction for a drug-related offense;

**2.7.4** Newly discovered evidence that the officer has tampered with a prior drug/alcohol test;

**2.7.5** Repeated or flagrant violations of the department's rules and procedures which are determined by a supervisor to pose a substantial risk of injury or property damage, which are not attributed to other factors, and which appear to be related to drug and/or alcohol abuse;

**2.8** Under the influence of Illegal Drugs and/or Alcohol - The presence of a .04 alcohol content in the blood, or a verified positive drug test, at levels specified by the National Institute of Drug Abuse (NIDA), for an illegal drug.

**2.9** Medical Review Officer (MRO) - A licensed physician responsible for receiving laboratory drug testing results who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate a positive test relative to the officer's medical history, and other relevant biomedical information.

**2.10** Investigating Officer (IO) - The Chief of Police or his/her designee. The IO will perform many of the administrative duties associated with this policy.

**2.11** Substance Abuse Professional (SAP) – an individual who is qualified by virtue of training and education in the treatment of substance abuse, who is retained by the Town to recommend and/or review an officer's drug and/or alcohol treatment program.

## 3. PROHIBITED CONDUCT

The following conduct by sworn personnel is prohibited:

**3.1** Unauthorized use, possession, manufacture, distribution, dispensation or sale of illegal drugs, drug paraphernalia, or alcohol on department property, on department business, in department supplied vehicles, in vehicles being used for department purposes, or during working hours.

**3.2** Unauthorized storage in a department desk, locker, automobile or other repository on department property of illegal drugs, drug paraphernalia, or alcohol.

**3.3** Being under the influence of illegal drugs or alcohol on department property, on department business, in department supplied vehicles or vehicles being used for department business, on duty, or during working hours.

**3.4** Possession, use, manufacture, distribution, dispensation or sale of illegal drugs while off duty.

**3.5** Switching or adulterating any urine sample.

**3.6** Refusing to consent to testing, or refusing to submit a breath or urine, sample for testing.

**3.7** Failing to adhere to the terms of any Rehabilitation Agreement, which the officer has signed.

**3.8** Conviction under any drug or alcohol statute in Massachusetts or any other state.

**3.9** Failure to immediately notify the department of any arrest, conviction, or complaint being issued under any drug or alcohol statute.

**3.10** Refusing to sign: a receipt for the department's Drug and Alcohol Testing Policy; a form to consent to testing pursuant to this policy; a form to release results to the Town pursuant to

this policy; and any Chain of Custody Form.

**3.11** Failure to submit to a breathalyzer and/or urine test, when ordered by a supervisor, in accordance with Section 4 of this policy.

**3.12** Drinking alcoholic beverages while on duty or in uniform, or being in possession of alcoholic beverages on duty, except as ordered or in the performance of official duties.

**3.13** Public drunkenness to the extent that it constitutes conduct unbecoming a police officer.

**3.14** Use of illegal drugs, or possession of illegal drugs, except as required in the performance of official duties. Officers suspected of using illegal drugs shall, when ordered by a supervisor, submit to urine test, in accordance with Section 4 of this policy.

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

## 4. TESTING

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

**4.1** Reasonable Suspicion of Drug and/or Alcohol Use

**4.1.1** Sworn personnel will be tested for drugs and/or alcohol when a supervisor determines that there is reasonable suspicion (as defined in Section 2.7 of this policy) to believe that the officer is under the influence of drugs and/or alcohol, but only after compliance with the procedures set forth in Appendix A.

**4.1.2** Any test result based upon reasonable suspicion will be discarded if it is later determined that reasonable suspicion did not exist. The results of the test cannot be used to establish reasonable suspicion. If the officer tests negative for drugs or alcohol, the officer will be compensated for any regularly scheduled hours he/she would have worked during this period.

**4.1.3** An officer will be placed on administrative leave while waiting for a test result based on reasonable suspicion, in accordance with the provisions of the collective bargaining agreement. Said leave shall not exceed seven (7) days.

**4.1.4** In the event the initial reasonable suspicion drug test is positive, time restraints for administrative leave will be waived to allow for additional procedural testing, as authorized and allowed under the DOT Regulations, to occur. The officer shall remain on paid administrative leave until the conclusion of the additional procedural testing.

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

**4.3** Annual Testing - In a joint desire to achieve and maintain a work force that is 100% drug free, all sworn personnel shall be subject to annual drug testing. The Department shall schedule such examination within 30 days of the officer's birthday, and will so notify each officer as far in advance as practicable.

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

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

**4.6** Follow-up Testing - Sworn personnel referred by the department to treatment, and who undergo any form of treatment for substance abuse, will be subject to unannounced testing for a period of two years following a return to full duty (which shall be subject to a medical certification that the officer is qualified to safely carry a weapon). Follow-up testing will be limited to three (3) tests per year, and the cost of the follow-up testing will be borne by the Town.

**4.7** Testing Procedures

**4.7.1** Alcohol Testing Alcohol testing will be conducted in accordance with the Department of Transportation Regulations (49 CFR part 40).

**4.7.2** Drug Screening Drug tests will consist of screening for five drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP), and amphetamines. Drug screening using urinalysis will be conducted in accordance with the Department of Transportation Regulations (49 CFR part 40).

**4.8** Re-tests

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

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

**4.8.3** The department shall immediately place any officers who have requested a re-test on administrative leave pending the outcome of the re-test.

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

**4.9** Any test in which proper procedures are not followed, in which chain of custody is breached, in which a split sample test results in a negative test, when the MRO deems the test to be negative, or which is invalidated for any reason, through no fault of the officer, will be deemed a negative result. The sample and the results will be destroyed.

**4.10** If the result of any test is negative, or deemed negative, for drugs or alcohol, the officer will be compensated for any regularly scheduled hours he/she would have worked during any period he or she was placed on administrative leave.

**4.11** No test result or sample will be used for criminal prosecution or any purpose other than treatment or discipline under this policy. No officer will be compelled to submit to testing in accordance with Section 2.7.3 unless the department can provide written assurance that the results will not be provided to any law enforcement agency in connection with the arrest or indictment, or in connection with any sentencing.

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

## 5. CONSEQUENCES OF VIOLATION OF THE POLICY

**5.1** Officers who test positive for alcohol or drugs will be placed on administrative leave during the period of any retest.

**5.2** Officers who are confirmed to have tested positive for drugs or alcohol will be subject to disciplinary action up to and including termination. Officers who do not agree to enter into a Rehabilitation Agreement will only be allowed to return to work, if appropriate, in accordance with the Return to Duty and Follow-up testing provisions set forth in sections 4.5 and 4.6.

**5.3** Officers who agree to enter into a Rehabilitation Agreement in accordance with this policy and Appendix B will have any imposed disciplinary action suspended pending the completion of the rehabilitation, provided that the officer has not tested positive for drugs within the preceding five (5) years or tested positive for alcohol within the preceding three (3) years. In the event that the officer successfully completes the rehabilitation and returns to work in accordance with the provisions outlined below, the imposed disciplinary action will be expunged. Rehabilitation provisions will apply only to the positive test result; an officer may be subject to additional disciplinary action for any related offense or violation of the rules and regulations of the Needham Police Department.

**5.4** Officers who enter into a Rehabilitation Agreement must be evaluated by a Substance Abuse Professional (SAP) and comply with any treatment recommendations to assist them with an

alcohol or drug problem. The payment of the recommended treatment will be at the expense of the officer (or his or her health insurance program, if applicable). Officers will be placed on non-occupational sick leave, accrued leave, or leave without pay status, whichever is appropriate, during the treatment period. Officers who fail to comply with the treatment required by the SAP will be subject to disciplinary action up to and including termination.

**5.5** Officers who have been evaluated by a Substance Abuse Professional, who are cleared by the SAP to perform all of their essential functions, who comply with any recommended treatment, who have taken and passed a return to duty test, and who are subject to unannounced follow-up tests, may return to work. As a condition of employment, the officer must comply with prescribed follow-up care, if any.

**5.6** Officers who have returned to work under these conditions and who subsequently test positive for drugs or alcohol in accordance with this policy within five (5) or three (3) years, respectively, will be terminated immediately. An officer who tests positive for drugs or alcohol after the five (5) or three (3) year period will be subject to disciplinary action or offered rehabilitation provisions as if it were a first positive **test.**

**5.7** Refusing to submit to a drug or alcohol test will result in disciplinary action up to and including termination.

**5.8** Switching or adulterating any or urine sample will result in a recommendation of termination.

**5.9** Failure to adhere to the terms of a rehabilitation agreement shall result in disciplinary action up to and including termination.

**5.10** Officers may challenge a finding of reasonable suspicion through the grievance and arbitration provisions of the collective bargaining agreement. In the event that the officer prevails and reasonable suspicion is not upheld, the result will be deemed to be negative.

**5.11** If the Town suspends disciplinary action in accordance with section 5.3, time limits for challenging the disciplinary action will begin when and if the disciplinary action is actually imposed.

## 6. TRAINING

**6.1** The Town will provide a minimum of two (2) hours of training annually for supervisors regarding misuse of alcohol and use of illegal drugs, including the circumstances which constitute reasonable suspicion.

**6.2** The Town will provide training to officers about this Policy, testing procedures, and the integrity of the testing process which safeguards the validity of test results, prior to this policy going into effect.

## 7. ACCESS AND STORAGE OF TEST RESULTS

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

Appendix A

## REFERRAL PROCEDURES FOR SUPERVISORS

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

1. The supervisor will document in writing all circumstances, information and facts leading to and supporting his/her suspicion. At a minimum, the report will include appropriate dates and times of suspect behavior, reliable/credible sources of information, rationale leading to referral for testing, and the action(s) taken.

2. Prior to referring an officer for testing, the supervisor will discuss the problem with the officer in a private location with one witness, preferably another supervisor, present. Caution will be taken not to accuse the officer of substance abuse, but the officer will be presented with instances of questionable behavior. If the officer does not have an acceptable explanation for his questioned behavior, the supervisor will continue with the procedures set forth in this section. Nothing in this procedure is intended to prevent the officer from invoking any Weingarten rights the officer may have. The officer shall have the opportunity to consult with a representative of the Union or his or her attorney, and to have either present, as long as such consultation and representation does not serve to delay the testing process.

3. The supervisor shall consult with the Chief of Police or his or her designee and they shall jointly decide whether to refer an officer for testing. All persons involved in the decision-making process will have received training in the identification of actions, appearance, and conduct that are indicative of the use of alcohol and/or drugs.

4. In those cases where the supervisor determines that the person's behavior causes a potential threat of harm to himself or others, the officer will be immediately removed from the work site and where there is no other misconduct resulting in suspension the officer shall be placed on administrative leave and shall be subject to customary restrictions of such leave.

5. Once a determination has been made to refer an officer for testing, it will be the responsibility of the supervisor to advise the officer of such decision and to escort the officer to a collection facility. The supervisor should remain with the officer at the collection site facility until testing is concluded. In the event that leaving the scene and/or remaining with the officer is not feasible, the supervisor will:

    5.1 Arrange transportation to the collection facility (the officer will be instructed not to drive a vehicle);

5.2 Notify the collection facility that the officer is being sent for testing;

5.3 Request that the collection facility notify the supervisor when collection procedures are completed;

5.4 Arrange transportation for the officer following the collection process; and

5.5 Notify the officer that he or she is not to return to work pending receipt of the test results by the Investigating officer.

5.6 Upon conclusion of the examination, the supervisor will ensure that the officer is escorted to his destination. The supervisor will direct the officer not to drive himself/herself to his/her destination. The officer will be placed on administrative leave in accordance with Section 5.1.3 of this policy pending receipt by the Investigating officer of the test results and the officer will be notified of this change in status.

5.7 If the officer tests negative for drugs or alcohol, the officer will be compensated for any regularly scheduled hours he or she would have worked during the suspension period.

5.8 In those cases where a supervisor discovers an officer who possesses what appears to be illegal drugs or alcohol, he or she will proceed as described above for instances where reasonable suspicion exists, and, if the substance in question appears to be an illegal drug, will–immediately confiscate the substance and all equipment or paraphernalia directly employed with the substance consistent with the department's procedures for handling and collecting evidence**.**

Appendix B

## SAMPLE REHABILITATION AGREEMENT

Name: _____ Date: _____

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

1. You must authorize your treatment provider to provide proof to the Investigating Officer of enrollment in a rehabilitation program and proof of attendance at all required sessions or proof of completion of any required in-patient stay. Your attendance will be monitored closely and the Investigating Officer will initiate appropriate disciplinary action up to and including termination if you do not regularly attend all sessions or complete any required in-patient stay.

2. You must adhere to all of the requirements of the drug or alcohol treatment or counseling program in which you are enrolled.

3. If you are absent from work during the rehabilitation period without prior authorization, you must promptly submit a written doctor's certificate explaining the reason for such absence. The department will take disciplinary action if you are absent as a result of alcohol or drug use.

4. You will pay for all costs of rehabilitation that are not covered under your health plan.

5. During the two years following the completion of your rehabilitation program, the department will test you for alcohol and/or drug use on a random basis a maximum of three times per year. The Town will take prompt disciplinary action if you refuse to submit to testing or if you test positive during this period.

_____ _____

Town of Needham Officer

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

## July 1, 2020 through June 30, 2022

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**THIS AGREEMENT** made and entered into as of this 1st day of July, 2020 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.

**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) Dues, 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.

(c) 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.

(d) 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 Select Board, 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 Select Board 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.

(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.

## 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) Except as set forth in sections 7 and 8 below, 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 designated Fire Inspectors, the EMS Administrator, 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**. The overtime rate of pay is figured by taking the hourly rate of pay in classification and multiplying it 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.

Section 8. EMS Administrator

(a) The work schedule of the EMA Administrator shall consist of four 10-hour days as determined by the Fire Chief.

(b) The EMS Administrator shall be considered out-of-rotation in accordance with Section 6(g) of Article 4.

## 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 to the following schedule:

| | |
|---|---|
| Basic Rate | **$55** |

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

| | |
|---|---|
| Basic Rate | $48 |

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 | Thanksgiving Day |
| Memorial Day | Half Holiday the day before Christmas Day |
| Juneteenth (effective 6/19/2022) | Christmas Day |
| Independence 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 twelve (12) 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 twelve (12) 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 workday, 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:

| **Length of Continuous Service** | **Vacation Leave Allowance July 1** | |
|---|---|---|
| | 24 Hour Shift | 4-10 Hour Shifts |
| One (1) Year but less than Five (5) Years | 4D 4N | 8 Shifts |
| Five (5) Years but less than Ten (10) Years | 6D 6N | 12 Shifts |
| Ten (10) Years but less than Twenty (20) Years | 8D 8N | 16 Shifts |
| Twenty (20) or more Years | 10D 10N | 20 Shifts |

(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 (two ten-hour shifts for employees on the 4-10 schedule) 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 or one ten-hour shift) 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
## CIVIC DUTY LEAVE

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

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

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

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

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

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

## ARTICLE 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, up to forty (40) tours per calendar year of such leave to be with regular 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) 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, one sick tour shall be equivalent to 12 hours, provided, however, that one tour for the Fire Inspectors and EMS Administrator shall be equivalent to ten (10) hours. When calculating sick leave buy back in accordance with Section 7 below for the Fire Inspectors and EMS Administrator, 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 Fire Inspector or EMS Administrator shall be calculated using the applicable equivalent (ten hours). 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 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**.** Sick leave used for qualified and approved family and medical leave in accordance with the FMLA is not subject to the three (3) tour limit.

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 120-day cap on the number of sick days to be used in calculating the 25% sick leave buy-back

at retirement. The 120-day 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, (ten-hour shifts for employees on the 4/10 schedule), 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.

**Section 2.** Bereavement leave of up to one day (one twenty-four-hour shift or ten-hour shift for employees on the 4/10 schedule) 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, niece, nephew, 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 Select Board 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 Recourses. 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:

**Fire Union - Unit A**
**FY2021 - Effective July 1, 2020 (42 Hours)**

| GRADE | Step 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 |
|---|---|---|---|---|---|---|---|---|---|
| Captain | X | X | X | X | X | $40.05 | $42.05 | $42.91 | $43.79 |
| Lieutenant | X | X | X | $33.98 | $35.40 | $36.84 | $38.70 | $39.47 | $40.26 |
| Firefighter | X | $25.60 | $26.87 | $28.21 | $29.63 | $31.11 | $32.69 | $33.34 | $34.01 |

**FY2021 - Effective July 1, 2020 (40 Hours)**

| GRADE | Step 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 |
|---|---|---|---|---|---|---|---|---|---|
| Fire Inspector | X | $26.87 | $28.20 | $29.62 | $31.10 | $32.64 | $34.29 | $34.99 | $35.69 |
| EMS Administrator | X | $26.87 | $28.20 | $29.62 | $31.10 | $32.64 | $34.29 | $34.99 | $35.69 |

**FY2022 - Effective July 1, 2021 (42 Hours)**

| GRADE | Step 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 |
|---|---|---|---|---|---|---|---|---|---|
| Captain | X | X | X | X | X | $40.85 | $42.90 | $43.77 | $44.66 |
| Lieutenant | X | X | X | $34.66 | $36.11 | $37.58 | $39.47 | $40.26 | $41.07 |
| Firefighter | X | $26.11 | $27.41 | $28.78 | $30.23 | $31.73 | $33.35 | $34.01 | $34.69 |

**FY2022 - Effective July 1, 2021 (40 Hours)**

| GRADE | Step 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 |
|---|---|---|---|---|---|---|---|---|---|
| Fire Inspector | X | $27.41 | $28.77 | $30.22 | $31.72 | $33.29 | $34.97 | $35.69 | $36.40 |
| EMS Administrator | X | $27.41 | $28.77 | $30.22 | $31.72 | $33.29 | $34.97 | $35.69 | $36.40 |

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. Fire Inspectors who attain Fire Inspector 1 certification shall receive a differential of 2% 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 will pay employees on Fridays

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 Select Board 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, 2020 and continue in full force and effect through June 30, 2022 and shall be subject to renegotiation for the period beginning July 1, 2022, 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. The Town reserves the right to provide notice of payroll deposit in either a paper or electronic format.

**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 _____, 2022.

| **Select Board** | **Needham Firefighters Local 1706 Unit A** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| Town Manager: | Approved as to Form: |
| _____ | _____ |
| Kate Fitzpatrick/Date | 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.

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

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

**When** **How Much** **Where Taken**

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

_____ **Date** _____/_____/_____ **Time**
**Signature of Supervisor**

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

## July 1, 2020 through June 30, 2022

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**THIS AGREEMENT** made and entered into this 1st day of July, 2020, 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.

**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) Dues, 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.

(c) 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.

(d) 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 (l) 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 Select Board, 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 or bargaining unit members 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 shall be forty (40) hours. For the Deputy Chief of Operations, one "shift," "tour," or "day" shall mean eight (8) hours.

3. The Deputy Chief of Operations shall be charged eight (8) hours for each tour of accrued or other 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**. The overtime rate of pay is figured by taking the hourly rate of pay in classification, and multiplying it 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 | $55 |

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

| | |
|---|---|
| Basic Rate | $48 |

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
Martin Luther King Day
Presidents' Day
Patriots' Day
Memorial Day
Juneteenth (effective 6/19/2022)
Independence Day
Labor Day
Columbus Day
Veterans' 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 twelve (12) 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 twelve (12) 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:

| **Length of Continuous Service** | **Vacation Leave Allowance July 1** | |
|---|---|---|
| | **24-Hour Shifts** | **8 Hour Shifts** |
| One (1) Year but less than Five (5) Years | 4D 4N | 80 hours |
| Five (5) Years but less than Ten (10) Years | 6D 6N | 120 hours |
| Ten (10) Years but less than Twenty (20) Years | 8D 8N | 160 hours |
| Twenty (20) or more Years | 10D 10N | 200 hours |

(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 (two eight hour shifts for employees on a forty hour schedule) 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 or one eight-hour shift) 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 or one eight hour shift) 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
## CIVIC DUTY LEAVE

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

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

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

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

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

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

## ARTICLE 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 up to forty (40) tours per calendar year of such leave to be with regular 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** 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, 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. When calculating sick leave buy back in accordance with Section 7 below for the Deputy Chief of Operations, 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 shall be calculated using the applicable equivalent (eight hours). 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 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. Sick leave used for qualified and approved family and medical leave in accordance with the FMLA is not subject to the three (3) tour limit.

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 120 day cap on the number of sick days to be used in calculating the 25% sick leave buy-back at retirement. The 120 day 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 or eight-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.

**Section 2.** Bereavement leave of up to one twenty-four shift (or one eight hour 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, niece, nephew, 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 Select Board 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

**Fire Union - Unit C**

**FY2021 - Effective July 1, 2020 (42 Hours)**

| GRADE | Step 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|---|---|---|---|---|---|---|---|---|
| Deputy | X | X | X | $42.15 | $44.01 | $45.82 | $48.10 | $50.05 |

**FY2021 - Effective July 1, 2020 (40 Hours)**

| GRADE | Step 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|---|---|---|---|---|---|---|---|---|
| Deputy of Operations | X | X | X | X | X | $52.84 | $55.54 | $57.76 |

**FY2022 - Effective July 1, 2021 (42 Hours)**

| GRADE | Step 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|---|---|---|---|---|---|---|---|---|
| Deputy | X | X | X | $42.99 | $44.89 | $46.74 | $49.06 | $51.05 |

**FY2022 - Effective July 1, 2021 (40 Hours)**

| GRADE | Step 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|---|---|---|---|---|---|---|---|---|
| Deputy of Operations | X | X | X | X | X | $53.90 | $56.65 | $58.92 |

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 Medical 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 will pay employees on Fridays.

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 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 20th 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 Select Board 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, 2020 and shall continue in full force and effect to midnight, June 30, 2022 and shall be subject to re-negotiation for the period beginning July 1, 2022, 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.

**Section 5. 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 6. 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 7. 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 8. 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 9. 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 10. Direct Deposit** The Town is authorized to require that all members of the bargaining unit participate in the direct deposit program. The Town reserves the right to provide notice of payroll deposit in either a paper or electronic format.

**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 _____, 2022.

| **Select Board** | **Firefighters Local 1706 Unit C** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| **Town Manager:** | **Approved as to Form:** |
| _____ | _____ |
| Kate Fitzpatrick/Date | 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.

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

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

**When** **How Much** **Where Taken**

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

_____ **Date** _____/_____/_____ **Time**
**Signature of Supervisor**

## Employment Contract

**Whereas**, Massachusetts General Law, Chapter 41, §108O, authorizes the Town Manager to establish an Employment Contract providing for the salary, fringe benefits, and other conditions of employment for the Fire Chief; and

**Whereas,** the Town Charter authorizes the Town Manager to develop and administer a personnel system, and to fix the compensation of all Town employees except those under the jurisdiction of the School Committee; and

**Whereas** the Town Manager and Fire Chief Tom Conroy desire to enter into such a Contract;

**Now therefore,** the parties agree to the following:

### Section 1
### Conflict with Existing Law

1.1 M.G.L. chapter 41 §97A Unless and until the Town votes otherwise, the Fire Chief is guided by the provisions of M.G.L. Chapter 48 Section 42A and 43. As such, he will also be fulfilling the position of Forest Warden.

1.2 Personnel Policy The terms of this Employment Contract shall prevail over any conflicting provisions of any personnel policy promulgated by the Town**.** Personnel Policies not in conflict with this Contract shall continue to apply to the Fire Chief.

### Section 2
### Hours of Work

The Fire Chief will devote full time and attention to the business of the Town. The Chief agrees to devote that amount of time and energy reasonably necessary for him to faithfully perform the duties of Fire Chief. It is recognized that the Fire Chief must devote a great deal of time outside normal office hours to the business of the Town, and, to that end, the Fire Chief shall be allowed to adjust his work schedule as he shall deem appropriate during said normal office hours and at such time when the Chief reasonably determines such work schedule will have the least impact on departmental operations.

### Section 3
### Compensation

3.1 Base Salary The Fire Chief is not subject to the classification and compensation provisions of the Town and his base salary shall be governed by this agreement. The base salary shall be all-inclusive, and no other additional payments will be made.

July 1, 2022 $200,000
July 1, 2023 $206,000
July 1, 2024 $212,180

3.2 Performance Review The Town Manager shall annually review the performance of the Fire Chief. At that time, accomplishments from the prior year will be identified and objectives for the coming years will be established.

3.3 Death During Employment If the Fire Chief dies during the term of this Agreement, the Town shall pay to the Chief's estate all the compensation which would otherwise be payable to the Fire Chief up to the date of his death, including, but not limited to, payment for any unused vacation and personal days, and non-occupational sick leave buy-back in accordance with Section 4.6 of this Agreement. Such payment will be made payable to the deceased in accordance with IRS regulations.

3.4 Employer Contribution to 401(a) Plan Deferred Compensation Plan the Town will make an annual payment of 2% of base pay to the 401A deferred compensation plan offered by the Town and elected by the Fire Chief.

## Section 4
## Leave Benefits

4.1 Leave Without Pay The Fire Chief shall be entitled to leave without pay as necessary in accordance with the provisions of the Unpaid Leave of Absence Policy, #305, dated July 1, 2000, as amended.

4.2 Civic Duty Leave The Fire Chief shall be entitled to Civic Duty Leave, as necessary, in accordance with the provisions of the Civic Duty Leave Policy, #301, dated July 1, 2000, as amended. It is understood that in the event that the Chief must appear in Court on behalf of the Town of Needham, such appearance shall be considered regular work time.

4.3 Bereavement Leave The Fire Chief shall be entitled to Bereavement Leave, as necessary, in accordance with the provisions of the Bereavement Leave Policy, #304, dated July 1, 2018, as amended.

4.4 Personal Leave The Fire Chief shall be entitled to Personal Leave in accordance with the provisions of the Personal Leave Policy, #316, dated July 1, 2000, as amended.

4.5 Injury on Duty The Fire Chief shall be entitled to Injury on Duty pay and benefits in accordance with the Fire Chief Injury on Duty Policy, #418, dated September 10, 1996**,** as amended.

4.6 Non-Occupational Sick Leave The Fire Chief shall be entitled to and bound by all sick leave provisions, including accrual, use, extended sick leave, medical verification, and fitness for duty, contained in the Non-occupational Sick Leave policy, #303, dated September, 2018, as amended.

4.6.1 In the event that the Fire Chief terminates employment with the Town by retirement, disability, or death, he shall be entitled to a cash payment upon termination at his current rate of pay for twenty-five percent (25%) of his non-occupational sick leave bank.

4.7 Vacation The Fire Chief shall receive vacation benefits in accordance with the Vacation Policy (#310) dated July, 2019, as amended**.**

4.8 Holidays The Fire Chief shall receive time off on each recognized holiday in accordance with the Holiday Leave and Holiday Pay Policy, #314, dated July 1, 2000, as amended.

## Section 5
## Benefits

5.1 Professional Development The Fire Chief is encouraged to take advantage of the latest developments in the field of public safety and the fire service. The Chief will be allowed to maintain membership and hold office local and international professional associations, including the International Associations of Fire Chiefs. The annual dues in these Associations, and other professional organizations, as well as the expenses related to conferences and meetings shall be considered as normal business expenses to be proposed in the Department budget and charged to the Town. In this regard the Town agrees, subject to appropriation by Town Meeting, to budget appropriate and reasonable finances for travel and expenses related to the attendance of the Fire Chief at the annual conference of the International Association of Fire Chiefs, and short courses, institutes and seminars that in his reasonable judgment, are necessary for his professional development. Such time spent in the foregoing activities shall be considered as time worked; however, the Fire Chief recognizes that his primary responsibility is to the Town of Needham Fire Department. Attendance at professional development activities will be limited and/or scheduled in such a manner that they do not impact in an adverse manner upon the Chief's professional responsibilities. In this regard, the Chief shall be subject to the provisions of the Membership in Professional Associations Policy, (#405), dated December 13, 2000, and the Travel Expense Reimbursement Policy (#510), dated July 11, 2008.

5.2 Membership in the Retirement System The Town of Needham agrees that the Fire Chief shall be entitled to continue as a member of the Town of Needham Contributory Retirement System (in accordance with the provisions of M.G.L. c. 32) under the same terms and conditions in effect on the effective date of this Agreement, or as these provisions may be hereafter amended. Upon retirement, the Fire Chief shall be entitled to all benefits available to other retired employees of the Town of Needham.

5.3 Automobile Use The Town shall provide a vehicle for use by the Fire Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used exclusively by the Fire Chief in connection with the performance of his duties as Fire Chief and for his professional growth and development. Since the Chief is on-call in the event of emergency, he may use the vehicle for personal reasons. All use of the vehicle is restricted to travel in New England and New York, unless approved in advance by the Town Manager. The Fire Chief is subject to the other aspects of the Town's Vehicle Use Policy, dated October 2, 2013 and as may be revised, which are not in conflict with this section. If the Massachusetts Public Employee Retirement Administration Commission determines that the value of the personal use of this automobile shall be included as part of the Fire Chief's regular compensation for the purpose of determining retirement benefits, then for the purpose of this calculation, it shall be determined that twenty-five percent of the vehicle use shall be considered personal use.

5.4 Indemnification The Town of Needham shall defend, save harmless, and indemnify the Fire Chief against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Fire Chief, provided that the Fire Chief acted within the scope of his official duties. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Fire Chief. Under such circumstances, the Town of Needham shall select the attorney. This Section shall survive any termination of this Agreement.

5.6 Outside Employment Subject to the approval of the Town Manager, the Fire Chief may accept outside employment (e.g., teaching, consulting, etc.) only to the extent that such assignments do not interfere in any way with the performance of his duties with the Needham Fire Department.

5.7 Personal Cell Phone Reimbursement The Fire Chief shall be entitled to $50 per month reimbursement for use of his personal cell phone upon submission of appropriate documentation.

## Section 6
## Drug and Alcohol Testing

The Fire Chief shall be subject to any drug and alcohol testing requirements as may be negotiated for other firefighters in the Department.

## Section 7
## Removal, Retirement and Resignation

7.2 Nothing in this Agreement shall preclude the Fire Chief from retiring or resigning during the period of this contract. However, the Town reserves the right to limit vacation use in the event that the Fire Chief retires or resigns prior to the expiration of this Agreement. If the Fire Chief resigns or retires voluntarily before the expiration of this contract, he agrees to give 30 days written notice in advance, unless there is an agreement in writing between the Fire Chief and the Town Manager to the contrary.

7.3 **Removal and Severance** In accordance with Section 20(f) of the Town Charter, the Town Manager, with the approval of the Board of Selectmen, may remove the Fire Chief with or without cause, but only after a joint hearing held by the Town Manager and the Board of Selectmen, which shall not be a public hearing and shall not be subject to appeal or review. In the event that the Town Manager removes the Fire Chief without cause, the Town shall provide severance pay in the amount of one week's pay for each year of continuous service. Such severance shall be the Chief's sole entitlement other than wages or the payment of accrued leave to which he would otherwise be entitled and will be payable only upon receipt of a full and general release to the Town and its employees and agents.

## Section 8
## Duties of Position

The duties of the position of Fire Chief shall be those listed on the attached job description dated 12/2016. The Fire Chief shall also serve as the Director of Emergency Management.

## Section 9
## Effect of Agreement

9.1 The Agreement shall take effect as of July 1, 2022 and shall continue in full force and effect through June 30, 2025.

9.2 This contract represents the entire agreement between the parties relating to the wages and benefits of the Fire Chief.

9.3 Any changes, amendments, and/or modifications to this Agreement shall be in writing and shall be executed by both parties.

9.4 Law Governing This Contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

9.5 Severability of Provisions If any clause of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby, and the parties agree to meet and discuss appropriate substitute provisions.

**Town of Needham**

_____
Town Manager/Date

_____
Chair, Select Board/Date

_____
Approved as to Form/Town Counsel/Date

**Fire Chief**

_____
Thomas M. Conroy/Date

MiyaresHarrington

J. Raymond Miyares Thomas J. Harrington Christopher H. Heep Donna M. Brewer Jennie M. Merrill
Bryan Bertram Ivria Glass Fried Alexandra B. Rubin Ethan B. Dively Maurica D. Miller Rian Rossetti

July 15, 2022

**BY EMAIL (kfitzpatrick@needhamma.gov)**
Kate Fitzpatrick, Town Manager
Town of Needham
1471 Highland Avenue
Needham, MA 02492

**Re: Sun Life Conservation Restrictions—Estoppel Certificate**

Dear Kate:

The Select Board has been asked to provide an "estoppel certificate" in connection with Sun Life Assurance Company of Canada's sale of a 3.65 acre parcel of land in Sun Life Executive Park to BCSP 8 Acquisition LLC. The Town holds two (2) conservation restrictions on this property. The first conservation restriction is dated August 15, 1983 and is recorded with the Norfolk County Division of the Land Court in Book 562, Page 101; the second restriction is dated August 31, 2016 and is recorded with the Norfolk County Registry of Deeds in Book 34476, Page 229. Both restrictions were accepted and approved by the Select Board, and the 2016 CR specifically provides that the property owner may request estoppel certificates from the Town. Section VIII (Estoppel Certificates) of the 2016 CR states as follows:

> Upon request by the Grantor, the Grantee shall, within thirty (30) days, execute and deliver to the Grantor any documents, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

I have reviewed the draft estoppel certificate that Sun Life sent to the Select Board with its request. After review, I made several revisions to their draft certificate, and my revisions have now been accepted by Sun Life's counsel. In addition, I have confirmed with the Town's Director of Conservation that there are no current violations concerning this property, or outstanding obligations of the property owner. Accordingly, I believe the final certificate (attached hereto) is appropriate as to both form and content, and can be provided to the property owner in response to their request.

Based on the foregoing, I recommend that the Select Board vote to authorize you to execute the attached estoppel certificate and return a signed original to Sun Life.

Thank you very much, and please let me know if I can answer any questions.

Sincerely,

Christopher H. Heep

Encl.

**SELECT BOARD**
**TOWN OF NEEDHAM**

**TOWN HALL**
**1471 HIGHLAND AVENUE**
**NEEDHAM, MASSACHUSETTS 02492**

June____, 2022

SUN LIFE ASSURANCE COMPANY OF CANADA
One Sun Life Executive Park
Wellesley, Massachusetts 02481
Attention: General Counsel

Re: Conservation Restriction by and between Sun Life Assurance Company of Canada, a stock life insurance company organized under the Insurance Company Act (Canada)("Grantor") and The Town of Needham, a Massachusetts municipal corporation ("Grantee"), dated August 31, 2016 and recorded September 19, 2016 at Book 34476, Page 229 with the Norfolk County Registry of Deeds (the "Conservation Restriction 1') relating to that certain land constituting approximately 3.05 acres as more particularly described on Exhibit A-1 attached hereto (the "Conservation Restriction 1 Property");

and

Conservation Restriction by and between Sun Life Assurance Company of Canada, a Canadian corporation ("Grantor") and The Town of Needham, a Massachusetts municipal corporation ("Grantee"), dated August 15, 1983 and filed August 10, 1984 at Book 562, Page 101 with the Norfolk County Registry District of the Land Court ("Conservation Restriction 2") relating to that certain land constituting approximately 2.04 acres as more particularly described on Exhibit A-2 attached hereto (the "Conservation Restriction 2 Property").

(Collectively, Conservation Restriction 1 and Conservation Restriction 2 are herein referred to as "the Conservation Restrictions". Conservation Restriction 1 Property and Conservation Restriction 2 Property are herein referred to as "the Property".)

Ladies and Gentlemen:

Whereas, pursuant to that certain Agreement for Sale dated as of April 29, 2022 (the "Agreement"), by and between Sun Life Assurance Company of Canada, a stock life insurance company organized under the Insurance Company Act (Canada) ("Seller"), and BCSP 8 Acquisition LLC, a Delaware limited liability company, as affected by that certain Assignment

and Assumption of Purchase and Sale Agreement by and between BCSP 8 Acquisition LLC, a Delaware limited liability company, and BCSP Park 9 Property LLC, a Delaware limited liability company, as affected by that certain Designation Agreement by and between BCSP Park 9 Property, LLC, a Delaware limited liability company, and Worcester Street Ground Owner LLC, a Delaware limited liability company ("Purchaser"), Purchaser intends to acquire fee simple interest in the Property.

Whereas, pursuant to that certain Ground Lease Agreement (the "Ground Lease") dated as of June 2, 2022, by and between Purchaser and BCSP Park 9 Property LLC, a Delaware limited liability company ("Ground Lessee"), Purchaser intends to lease the Property to Ground Lessee.

Whereas, in connection with Purchaser's acquisition of the Property under the Agreement and the Ground Lessee's leasing of the Property under the Ground Lease, The Town of Needham hereby certifies to Seller, Purchaser, Ground Lessee, Purchaser's lender ("Lender"), Chicago Title Insurance Company ("Title Company"), and each of their respective successors and assigns, as follows:

1. That the Conservation Restrictions described above have not been amended, modified or supplemented, except as set forth above.

2. That neither the Seller nor the Property is in default under any of the terms or conditions of each of the Conservation Restrictions.

3. To the knowledge of the person executing this certificate on behalf of the Town of Needham, the Town of Needham has not asserted any claims and is not aware of outstanding claims against Seller or the Property with respect to any of the provisions of each of the Conservation Restrictions.

4. Neither the Seller nor the Property is in default under any of the provisions of each of the Conservation Restriction and the Town is not aware of the existence of any event which, with the passage of time or the giving of notice, or both, would constitute a default by Seller or by the Property under any of the terms of each of the Conservation Restrictions.

5. To the knowledge of the person executing this certificate on behalf of the Town of Needham, all costs, expenses, charges and fees payable by Grantee as required under each of the Conservation Restrictions have been paid through the date of this certificate.

6. The certifications and statements contained herein may be relied upon by Seller, Purchaser, Ground Lessee, Ground Lessor, Lender, Title Company and each of their respective successors and assigns.

7. The Town of Needham and the person executing this certificate on behalf of the Town of Needham have the power and authority to execute this certificate.

Very truly yours,

**THE TOWN OF NEEDHAM**

By:_____
Name:_____
Title: _____

**EXHIBIT A-1**

LEGAL DESCRIPTION
CONSERVATION RESTRICTION 1 PROPERTY

The area shown as "Proposed Area "3" of Conservation Restriction", "Proposed Area "4" of Conservation Restriction" and "Proposed Area "5" of Conservation Restriction" and having approximately 49,066 square feet or 1.13 acres, 30,850 square feet or 0.71 acres, and 52,813 square feet or 1.21 acres, respectively, as shown on a plan (the "Plan") entitled "Conservation Restriction Easement Plan of Land in Wellesley and Needham, Massachusetts", dated July 1, 2004 and prepared by BSC Group, Worcester, MA, which plan is being recorded with the Norfolk County Registry of Deeds and/or filed with the Norfolk Registry District of the Land Court simultaneously herewith.

For Grantor's title to the Premises, see Book 31451, Page 392 in the Norfolk County Registry of Deeds.

**EXHIBIT A-2**

LEGAL DESCRIPTION
CONSERVATION RESTRICTION 2 PROPERTY

Description of land to receive conservation restriction in Needham:

A certain parcel of land, situated in Needham in the county of Norfolk, Mass., bounded and described as follows:

Southwesterly by the northeasterly line of Echo Road 86.02 feet;

Northwesterly by the Wellesley Town Line and by lot numbered 11, as shown on a plan referred to hereinafter, 250.00 feet;

[illegible] 15.00 feet,

Northwesterly 33.48 feet, and

Northeasterly by land of Sun Life Assurance Company of Canada 162.97 feet;

Southeasterly 209.58 feet,

Southerly 98.90 feet,

Westerly 61.01 feet,

Southwesterly 40.00 feet, and

Southeasterly by land now or formerly of Arthur W. Heaney 133.03 feet.

Said parcel of land is a portion of the parcel shown as lot numbered 4 on a plan drawn by The Schuyler Clapp, Co., Surveyors, dated July 28, 1960 and October 6, 1961 as approved by the Land Court, filed in the Land Registration Office as No. 28504B, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 71234, Book 357.

# NEEDHAM PARK AND RECREATION DEPARTMENT

**Rosemary Recreation Complex**

**178 Rosemary Street**

**Needham, MA 02494**

Needham Select Board

Town of Needham

1471 Highland Ave

Needham, MA 02492

Dear Select Board,

The purpose of this letter is to request your approval for me to hold more than one appointed position with the Town.

The multiple Appointed Positions that I wish to hold are:

- Needham Public Schools – Teachers Aid
- Needham Park and Recreation Department - Summer Program Specialist

I seek approval to accept the position of Summer Program Specialist with the Needham Park and Recreation Department.

There will be no conflicts with my existing work for the School Department. My work for the Needham Park and Recreation will occur outside normal business hours and will be of a limited amount. I will work around 20 Hours weekly in the Needham Park and Recreation Department during the Summer 2022 season.

Thank you for considering my request.

Attached is a copy of the Letter that has been submitted, disclosing the second position with the Public Schools, as well as my 20(b) Disclosure Form.

Sincerely,

Samantha Gonzalez

# DISCLOSURE BY MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT AS REQUIRED BY G. L. c. 268A, § 20(b)

| | **MUNICIPAL EMPLOYEE INFORMATION** |
|---|---|
| Name of municipal employee: | Samantha Gonzalez |
| Title/ Position | **Summer Program Specialist** |
| **Fill in this box if it applies to you.** | If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization. |
| Agency/ Department | **Needham Park and Recreation** |
| Agency Address | **178 Rosemary St.**<br>**Needham MA, 02494** |
| Office phone: | **(781)-455-7930** |
| Office e-mail: | **ParkandRecreation@needhamma.gov** |
| | **Check one: ____ Elected or __X_ Non-elected** |
| Starting date as a municipal employee. | July 1, 2022 |
| **BOX # 1**<br><br>**Select either STATEMENT #1 or STATEMENT #2.**<br><br>**Write an X beside your financial interest.** | **ELECTED MUNICIPAL EMPLOYEE**<br><br>I am an **elected municipal employee.**<br><br>___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR**<br><br>___ **STATEMENT #2**: I will have a new financial interest in a contract made by a municipal agency.<br><br>**My financial interest in a municipal contract is:**<br><br>____ I have a non-elected, compensated municipal employee position.<br><br>____ A municipal agency has a contract with me.<br><br>____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.<br><br>____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular. |
| **BOX # 2**<br><br>**Select either STATEMENT #1 or STATEMENT #2.** | **NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE**<br><br>I am a **non-elected municipal employee.**<br><br>___ **STATEMENT # 1**: I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract. |

| | |
|---|---|
| **Write an X beside your financial interest.** | **My financial interest in a municipal contract is:**<br><br>____ A municipal agency has a contract with me, but not an employment contract.<br><br>____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.<br><br>**-- OR --**<br><br>_X_ **STATEMENT # 2:** I will have a **new** financial interest in a contract made by a municipal agency.<br><br>**My financial interest in a municipal contract is:**<br><br>_X__ I have a non-elected, compensated municipal employee position.<br><br>____ A municipal agency has a contract with me.<br><br>____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.<br><br>____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular. |
| | **FINANCIAL INTEREST IN A MUNICIPAL CONTRACT** |
| Name and address of municipal agency that made the contract | **Needham Park and Recreation**<br>**178 Rosemary St**<br>**Needham, MA 02494** |
| **Please put in an X to confirm these facts.** | **"My Municipal Agency"** is the municipal agency that I serve as a **municipal employee.**<br><br>The **"contracting agency"** is the **municipal agency that made the contract.**<br><br>_X_ My Municipal Agency is not the contracting agency.<br><br>_X__ My Municipal Agency does not regulate the activities of the contracting agency.<br><br>_X_ In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency.<br><br>_X_ The contract was made after public notice or through competitive bidding. |
| **FILL IN THIS BOX OR THE BOX BELOW** | **ANSWER THE QUESTION IN THIS BOX**<br>**IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.**<br>- Please explain what the contract is for.<br><br>Needham Park and Recreation - Summer Program Specialist |
| **FILL IN THIS BOX OR THE BOX ABOVE** | **ANSWER THE QUESTIONS IN THIS BOX**<br>**IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.**<br><br>- Please identify the person or entity that has the contract with the municipal agency.<br>- What is your relationship to the person or entity?<br>- What is the contract for? |

| | |
|---|---|
| What is your financial interest In the municipal contract? | - Please explain the financial interest and include the dollar amount if you know it.<br><br>$18.57 |
| Date when you acquired a financial interest | July 1, 2022 |
| What is the financial interest of your immediate family? | - Please explain the financial interest and include the dollar amount if you know it.<br><br>N/A |
| Date when your immediate family acquired a financial interest | N/A |
| **Write an X to confirm each statement.** | **FOR A CONTRACT FOR PERSONAL SERVICES –**<br><br>**Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).**<br><br>I will have a contract with a municipal agency to provide personal services.<br><br>_X__ The services will be provided outside my normal working hours as a municipal employee.<br><br>_X__ The services are not required as part of my regular duties as a municipal employee.<br><br>_X__ For these services, I will be compensated for not more than 500 hours during a calendar year. |
| Employee signature: | |
| Date: | 7/25/22 |

**Attach additional pages if necessary.**

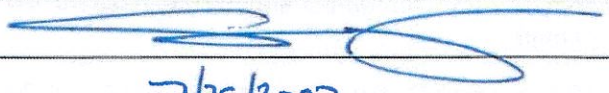
**NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.**

**SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.**

## FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

**If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.**

## CERTIFICATION BY HEAD OF CONTRACTING AGENCY

| | **INFORMATION ABOUT HEAD OF CONTRACTING AGENCY** |
|---|---|
| Name: | Stacey Mulroy |
| Title/ Position | Park and Recreation Director |
| Municipal Agency: | Needham Park and Recreation |
| Agency Address: | 178 Rosemary St<br>Needham MA, 02494 |
| Office Phone: | (781)-455-7930 |
| | **CERTIFICATION** |
| | I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties. |
| Signature: |  |
| Date: | 7/25/2022 |

## APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN OR TOWN COUNCIL

| | **INFORMATION ABOUT APPROVING BODY** |
|---|---|
| Name: | |
| Title/ Position | |
| Agency Address: | |
| Office Phone: | |
| | **APPROVAL** |
| | I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved. |
| Signature: | On behalf of the Council or Board, I sign this approval. |
| Date: | |

**Attach additional pages if necessary.**
**File disclosure, Certification and Approval with the city or town clerk.**

**Form revised February, 2012**

**NEEDHAM PARK AND RECREATION DEPARTMENT**

**Rosemary Recreation Complex**

**178 Rosemary Street**

**Needham, MA 02494**

Needham Select Board

Town of Needham

1471 Highland Ave

Needham, MA 02492

Dear Select Board,

The purpose of this letter is to request your approval for me to hold more than one appointed position with the Town.

The multiple Appointed Positions that I wish to hold are:

- Needham Public Schools – Teachers Aid
- Needham Park and Recreation Department - Summer Program Specialist

I seek approval to accept the position of Summer Program Specialist with the Needham Park and Recreation Department.

There will be no conflicts with my existing work for the School Department. My work for the Needham Park and Recreation will occur outside normal business hours and will be of a limited amount. I will work around 20 Hours weekly in the Needham Park and Recreation Department during the Summer 2022 season.

Thank you for considering my request.

Attached is a copy of the Letter that has been submitted, disclosing the second position with the Public Schools, as well as my 20(b) Disclosure Form.

Sincerely,

William Coakley

# DISCLOSURE BY MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT AS REQUIRED BY G. L. c. 268A, § 20(b)

| | **MUNICIPAL EMPLOYEE INFORMATION** |
|---|---|
| Name of municipal employee: | William Coakley |
| Title/ Position | **Summer Program Specialist** |
| **Fill in this box if it applies to you.** | If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization. |
| Agency/ Department | **Needham Park and Recreation** |
| Agency Address | **178 Rosemary St.**<br>**Needham MA, 02494** |
| Office phone: | **(781)-455-7930** |
| Office e-mail: | **ParkandRecreation@needhamma.gov** |
| | **Check one:** ____ **Elected** **or** __X__ **Non-elected** |
| Starting date as a municipal employee. | July 1, 2022 |
| **BOX # 1**<br><br>**Select either STATEMENT #1 or STATEMENT #2.**<br><br>**Write an X beside your financial interest.** | **ELECTED MUNICIPAL EMPLOYEE**<br><br>I am an **elected municipal employee.**<br><br>___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR**<br><br>___ **STATEMENT #2**: I will have a new financial interest in a contract made by a municipal agency.<br><br>**My financial interest in a municipal contract is:**<br><br>____ I have a non-elected, compensated municipal employee position.<br><br>____ A municipal agency has a contract with me.<br><br>____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.<br><br>____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular. |
| **BOX # 2**<br><br>**Select either STATEMENT #1 or STATEMENT #2.** | **NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE**<br><br>I am a **non-elected municipal employee.**<br><br>___ **STATEMENT # 1**: I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract. |

| | |
|---|---|
| **Write an X beside your financial interest.** | **My financial interest in a municipal contract is:**<br><br>____ A municipal agency has a contract with me, but not an employment contract.<br><br>____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.<br><br>**-- OR --**<br><br>_X_ **STATEMENT # 2**: I will have a **new** financial interest in a contract made by a municipal agency.<br><br>**My financial interest in a municipal contract is:**<br><br>_X__ I have a non-elected, compensated municipal employee position.<br><br>____ A municipal agency has a contract with me.<br><br>____I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.<br><br>____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular. |
| | **FINANCIAL INTEREST IN A MUNICIPAL CONTRACT** |
| Name and address of municipal agency that made the contract | **Needham Park and Recreation**<br>**178 Rosemary St**<br>**Needham, MA 02494** |
| **Please put in an X to confirm these facts.** | **"My Municipal Agency"** is the municipal agency that I serve as a **municipal employee.**<br><br>The **"contracting agency"** is the **municipal agency that made the contract.**<br><br>_X_ My Municipal Agency is not the contracting agency.<br><br>_X__ My Municipal Agency does not regulate the activities of the contracting agency.<br><br>_X_ In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency.<br><br>_X_ The contract was made after public notice or through competitive bidding. |
| **FILL IN THIS BOX OR THE BOX BELOW** | **ANSWER THE QUESTION IN THIS BOX**<br>**IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.**<br>- Please explain what the contract is for.<br><br>Needham Park and Recreation - Summer Program Specialist |
| **FILL IN THIS BOX OR THE BOX ABOVE** | **ANSWER THE QUESTIONS IN THIS BOX**<br>**IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.**<br><br>- Please identify the person or entity that has the contract with the municipal agency.<br>- What is your relationship to the person or entity?<br>- What is the contract for? |

| | |
|---|---|
| What is your financial interest In the municipal contract? | - Please explain the financial interest and include the dollar amount if you know it.<br><br>$18.57 |
| Date when you acquired a financial interest | **July 1, 2022** |
| What is the financial interest of your immediate family? | - Please explain the financial interest and include the dollar amount if you know it.<br><br>**N/A** |
| Date when your immediate family acquired a financial interest | **N/A** |
| **Write an X to confirm each statement.** | **FOR A CONTRACT FOR PERSONAL SERVICES –**<br><br>**Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).**<br><br>I will have a contract with a municipal agency to provide personal services.<br><br>_X__ The services will be provided outside my normal working hours as a municipal employee.<br><br>_X__ The services are not required as part of my regular duties as a municipal employee.<br><br>_X__ For these services, I will be compensated for not more than 500 hours during a calendar year. |
| Employee signature: | Vince Cook |
| Date: | 7/25/22 |

**Attach additional pages if necessary.**

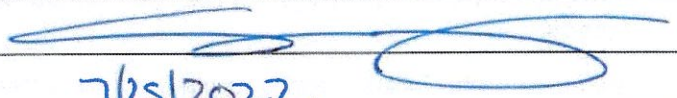
**NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.**

**SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.**

## FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

**If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.**

## CERTIFICATION BY HEAD OF CONTRACTING AGENCY

| | **INFORMATION ABOUT HEAD OF CONTRACTING AGENCY** |
|---|---|
| Name: | Stacey Mulroy |
| Title/ Position | Park and Recreation Director |
| Municipal Agency: | Needham Park and Recreation |
| Agency Address: | 178 Rosemary St<br>Needham MA, 02494 |
| Office Phone: | (781)-455-7930 |
| | **CERTIFICATION** |
| | I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties. |
| Signature: |  |
| Date: | 7/25/2022 |

## APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN OR TOWN COUNCIL

| | **INFORMATION ABOUT APPROVING BODY** |
|---|---|
| Name: | |
| Title/ Position | |
| Agency Address: | |
| Office Phone: | |
| | **APPROVAL** |
| | I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved. |
| Signature: | On behalf of the Council or Board, I sign this approval. |
| Date: | |

**Attach additional pages if necessary.**
**File disclosure, Certification and Approval with the city or town clerk.**

**Form revised February, 2012**

**NEEDHAM PARK AND RECREATION DEPARTMENT**

**Rosemary Recreation Complex**

**178 Rosemary Street**

**Needham, MA 02494**

Needham Select Board

Town of Needham

1471 Highland Ave

Needham, MA 02492

Dear Select Board,

The purpose of this letter is to request your approval for me to hold more than one appointed position with the Town.

The multiple Appointed Positions that I wish to hold are:

- Needham Public Schools – Teachers Aid
- Needham Park and Recreation Department - Summer Program Specialist

I seek approval to accept the position of Summer Program Specialist with the Needham Park and Recreation Department.

There will be no conflicts with my existing work for the School Department. My work for the Needham Park and Recreation will occur outside normal business hours and will be of a limited amount. I will work around 20 Hours weekly in the Needham Park and Recreation Department during the Summer 2022 season.

Thank you for considering my request.

Attached is a copy of the Letter that has been submitted, disclosing the second position with the Public Schools, as well as my 20(b) Disclosure Form.

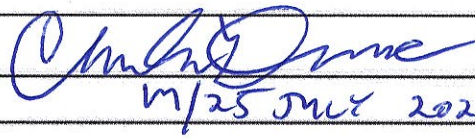
Sincerely,

Charles Dowe

# DISCLOSURE BY MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT AS REQUIRED BY G. L. c. 268A, § 20(b)

| | **MUNICIPAL EMPLOYEE INFORMATION** |
|---|---|
| Name of municipal employee: | Charles Dowe |
| Title/ Position | **Summer Program Specialist** |
| **Fill in this box if it applies to you.** | If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization. |
| Agency/ Department | **Needham Park and Recreation** |
| Agency Address | **178 Rosemary St.**<br>**Needham MA, 02494** |
| Office phone: | **(781)-455-7930** |
| Office e-mail: | **ParkandRecreation@needhamma.gov** |
| | **Check one: ____ Elected or __X_ Non-elected** |
| Starting date as a municipal employee. | July 1, 2022 |
| **BOX # 1**<br><br>**Select either STATEMENT #1 or STATEMENT #2.**<br><br>**Write an X beside your financial interest.** | **ELECTED MUNICIPAL EMPLOYEE**<br><br>I am an **elected municipal employee.**<br><br>___ **STATEMENT #1:** I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR**<br><br>___ **STATEMENT #2:** I will have a new financial interest in a contract made by a municipal agency.<br><br>**My financial interest in a municipal contract is:**<br><br>____ I have a non-elected, compensated municipal employee position.<br><br>____ A municipal agency has a contract with me.<br><br>____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.<br><br>____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular. |
| **BOX # 2**<br><br>**Select either STATEMENT #1 or STATEMENT #2.** | **NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE**<br><br>I am a **non-elected municipal employee.**<br><br>___ **STATEMENT # 1:** I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract. |

| | |
|---|---|
| **Write an X beside your financial interest.** | **My financial interest in a municipal contract is:**<br>____ A municipal agency has a contract with me, but not an employment contract.<br>____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.<br>**-- OR --**<br>_X_ **STATEMENT # 2**: I will have a **new** financial interest in a contract made by a municipal agency.<br>**My financial interest in a municipal contract is:**<br>_X__ I have a non-elected, compensated municipal employee position.<br>____ A municipal agency has a contract with me.<br>____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.<br>____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular. |
| | **FINANCIAL INTEREST IN A MUNICIPAL CONTRACT** |
| Name and address of municipal agency that made the contract | **Needham Park and Recreation**<br>**178 Rosemary St**<br>**Needham, MA 02494** |
| **Please put in an X to confirm these facts.** | **"My Municipal Agency"** is the municipal agency that I serve as a **municipal employee.**<br>The **"contracting agency"** is the **municipal agency that made the contract.**<br>_X_ My Municipal Agency is not the contracting agency.<br>_X__ My Municipal Agency does not regulate the activities of the contracting agency.<br>_X_ In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency.<br>_X_ The contract was made after public notice or through competitive bidding. |
| **FILL IN THIS BOX OR THE BOX BELOW** | **ANSWER THE QUESTION IN THIS BOX**<br>**IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.**<br>- Please explain what the contract is for.<br>Needham Park and Recreation - Summer Program Specialist |
| **FILL IN THIS BOX OR THE BOX ABOVE** | **ANSWER THE QUESTIONS IN THIS BOX**<br>**IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.**<br>- Please identify the person or entity that has the contract with the municipal agency.<br>- What is your relationship to the person or entity?<br>- What is the contract for? |

| | |
|---|---|
| What is your financial interest In the municipal contract? | - Please explain the financial interest and include the dollar amount if you know it.<br><br>$18.57 |
| Date when you acquired a financial interest | **July 1, 2022** |
| What is the financial interest of your immediate family? | - Please explain the financial interest and include the dollar amount if you know it.<br><br>**N/A** |
| Date when your immediate family acquired a financial interest | **N/A** |
| **Write an X to confirm each statement.** | **FOR A CONTRACT FOR PERSONAL SERVICES –**<br><br>**Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).**<br><br>I will have a contract with a municipal agency to provide personal services.<br><br>_X__ The services will be provided outside my normal working hours as a municipal employee.<br><br>_X__ The services are not required as part of my regular duties as a municipal employee.<br><br>_X__ For these services, I will be compensated for not more than 500 hours during a calendar year. |
| Employee signature: |  |
| Date: | 7/25 JULY 2022 |

**Attach additional pages if necessary.**

**NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.**

**SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.**

## FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

**If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.**

## CERTIFICATION BY HEAD OF CONTRACTING AGENCY

| | **INFORMATION ABOUT HEAD OF CONTRACTING AGENCY** |
|---|---|
| Name: | Stacey Mulroy |
| Title/ Position | Park and Recreation Director |
| Municipal Agency: | Needham Park and Recreation |
| Agency Address: | 178 Rosemary St<br>Needham MA, 02494 |
| Office Phone: | (781)-455-7930 |
| | **CERTIFICATION** |
| | I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties. |
| Signature: | |
| Date: | 7/25/2022 |

## APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN OR TOWN COUNCIL

| | **INFORMATION ABOUT APPROVING BODY** |
|---|---|
| Name: | |
| Title/ Position | |
| Agency Address: | |
| Office Phone: | |
| | **APPROVAL** |
| | I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved. |
| Signature: | On behalf of the Council or Board, I sign this approval. |
| Date: | |

**Attach additional pages if necessary.**
**File disclosure, Certification and Approval with the city or town clerk.**

**Form revised February, 2012**

**NEEDHAM PARK AND RECREATION DEPARTMENT**

**Rosemary Recreation Complex**

**178 Rosemary Street**

**Needham, MA 02494**

Needham Select Board

Town of Needham

1471 Highland Ave

Needham, MA 02492

Dear Select Board,

The Needham Park and recreation Department Intents to hire **Gillespie, Nevada** as a Specialist for the Needham Park and Recreation Department programs.

Nevada is Currently employed by the public School.

The Department will be hiring them to assist with the Extended School Year (E.S.Y) Program Nevada will work no more the 20 hours a week.

Attached is a copy of the Letter that Nevada has submitted, disclosing the second position with the Public Schools, as well as her 20(b) Disclosure Form.

Please do not hesitate to contact me if I can provide any further Information.

Sincerely,

Stacey Mulroy

**NEEDHAM PARK AND RECREATION DEPARTMENT**

**Rosemary Recreation Complex**

**178 Rosemary Street**

**Needham, MA 02494**

Needham Select Board

Town of Needham

1471 Highland Ave

Needham, MA 02492

Dear Select Board,

The purpose of this letter is to request your approval for me to hold more than one appointed position with the Town.

The multiple Appointed Positions that I wish to hold are:

- Needham Public Schools – Teachers Aid
- Needham Park and Recreation Department - Summer Program Specialist

I seek approval to accept the position of Summer Program Specialist with the Needham Park and Recreation Department.

There will be no conflicts with my existing work for the School Department. My work for the Needham Park and Recreation will occur outside normal business hours and will be of a limited amount. I will work around 20 Hours weekly in the Needham Park and Recreation Department during the Summer 2022 season.

Thank you for considering my request.

Attached is a copy of the Letter that has been submitted, disclosing the second position with the Public Schools, as well as my 20(b) Disclosure Form.

Sincerely,

Nevada Gillespie

# DISCLOSURE BY MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT AS REQUIRED BY G. L. c. 268A, § 20(b)

| | MUNICIPAL EMPLOYEE INFORMATION |
|---|---|
| Name of municipal employee: | Nevada Gillespie |
| Title/ Position | **Summer Program Specialist** |
| **Fill in this box if it applies to you.** | If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization. |
| Agency/ Department | **Needham Park and Recreation** |
| Agency Address | **178 Rosemary St.**<br>**Needham MA, 02494** |
| Office phone: | **(781)-455-7930** |
| Office e-mail: | **ParkandRecreation@needhamma.gov** |
| | **Check one: ____ Elected or __X_ Non-elected** |
| Starting date as a municipal employee. | July 1, 2022 |
| **BOX # 1**<br><br>**Select either STATEMENT #1 or STATEMENT #2.**<br><br>**Write an X beside your financial interest.** | **ELECTED MUNICIPAL EMPLOYEE**<br><br>I am an **elected municipal employee.**<br><br>___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR**<br><br>___ **STATEMENT #2**: I will have a new financial interest in a contract made by a municipal agency.<br><br>**My financial interest in a municipal contract is:**<br><br>____ I have a non-elected, compensated municipal employee position.<br><br>____ A municipal agency has a contract with me.<br><br>____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.<br><br>____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular. |
| **BOX # 2**<br><br>**Select either STATEMENT #1 or STATEMENT #2.** | **NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE**<br><br>I am a **non-elected municipal employee.**<br><br>___ **STATEMENT # 1**: I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract. |

| | |
|---|---|
| **Write an X beside your financial interest.** | My financial interest in a municipal contract is:<br><br>____ A municipal agency has a contract with me, but not an employment contract.<br><br>____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.<br><br>-- OR --<br><br>_X_ **STATEMENT # 2**: I will have a **new** financial interest in a contract made by a municipal agency.<br><br>**My financial interest in a municipal contract is:**<br><br>_X__ I have a non-elected, compensated municipal employee position.<br><br>____ A municipal agency has a contract with me.<br><br>____I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization.<br><br>____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular. |
| | **FINANCIAL INTEREST IN A MUNICIPAL CONTRACT** |
| Name and address of municipal agency that made the contract | **Needham Park and Recreation**<br>**178 Rosemary St**<br>**Needham, MA 02494** |
| **Please put in an X to confirm these facts.** | **"My Municipal Agency"** is the municipal agency that I serve as a **municipal employee.**<br><br>The **"contracting agency"** is the **municipal agency that made the contract.**<br><br>_X_ My Municipal Agency is not the contracting agency.<br><br>_X__ My Municipal Agency does not regulate the activities of the contracting agency.<br><br>_X_ In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency.<br><br>_X_ The contract was made after public notice or through competitive bidding. |
| **FILL IN THIS BOX OR THE BOX BELOW** | **ANSWER THE QUESTION IN THIS BOX**<br>**IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.**<br>- Please explain what the contract is for.<br><br>Needham Park and Recreation - Summer Program Specialist |
| **FILL IN THIS BOX OR THE BOX ABOVE** | **ANSWER THE QUESTIONS IN THIS BOX**<br>**IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.**<br><br>- Please identify the person or entity that has the contract with the municipal agency.<br>- What is your relationship to the person or entity?<br>- What is the contract for? |

| | |
|---|---|
| What is your financial interest In the municipal contract? | - Please explain the financial interest and include the dollar amount if you know it.<br><br>$18.57 |
| Date when you acquired a financial interest | **July 1, 2022** |
| What is the financial interest of your immediate family? | - Please explain the financial interest and include the dollar amount if you know it.<br><br>**N/A** |
| Date when your immediate family acquired a financial interest | **N/A** |
| **Write an X to confirm each statement.** | **FOR A CONTRACT FOR PERSONAL SERVICES –**<br><br>**Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).**<br><br>I will have a contract with a municipal agency to provide personal services.<br><br>_X__ The services will be provided outside my normal working hours as a municipal employee.<br><br>_X__ The services are not required as part of my regular duties as a municipal employee.<br><br>_X__ For these services, I will be compensated for not more than 500 hours during a calendar year. |
| Employee signature: | |
| Date: | |

**Attach additional pages if necessary.**

**NOT A PERSONAL SERVICES CONTRACT – File disclosure with the city or town clerk.**

**SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.**

## FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

**If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.**

## CERTIFICATION BY HEAD OF CONTRACTING AGENCY

| | INFORMATION ABOUT HEAD OF CONTRACTING AGENCY |
|---|---|
| Name: | Stacey Mulroy |
| Title/ Position | Park and Recreation Director |
| Municipal Agency: | Needham Park and Recreation |
| Agency Address: | 178 Rosemary St<br>Needham MA, 02494 |
| Office Phone: | (781)-455-7930 |
| | **CERTIFICATION** |
| | I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties. |
| Signature: | |
| Date: | 7/25/2022 |

## APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN OR TOWN COUNCIL

| | INFORMATION ABOUT APPROVING BODY |
|---|---|
| Name: | |
| Title/ Position | |
| Agency Address: | |
| Office Phone: | |
| | **APPROVAL** |
| | I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved. |
| Signature: | On behalf of the Council or Board, I sign this approval. |
| Date: | |

**Attach additional pages if necessary.**
**File disclosure, Certification and Approval with the city or town clerk.**

**Form revised February, 2012**