



Finance Committee Agenda

City of Newton In City Council

Monday, February 12, 2018

7 PM
Room 211

Items scheduled for discussion:

- #121-18 Council President’s appointment to the Financial Audit Advisory Committee**
JASON CHOW, 6 O’Connell Road, Oak Hill, appointed as a citizen representative on the FINANCIAL AUDIT ADVISORY COMMITTEE for a term of office to expire on January 31, 2021. (60 days 04/06/18)

- #122-18 Council President’s appointment to the Financial Audit Advisory Committee**
TERRENCE FINN, 32 Lenox Street, West Newton, appointed as a citizen representative on the FINANCIAL AUDIT ADVISORY COMMITTEE for a term of office to expire on January 31, 2021. (60 days 04/06/18)

- #124-18 Accept Mass Department of Environmental Protection EVIP Grant**
HER HONOR THE MAYOR requesting authorization to accept and expend twenty-two thousand five hundred dollars (\$22,500) from the Massachusetts Department of Environmental Protection’s EVIP Fleet Grant Program to be used towards the purchase of three Nissan Leafs for the City’s electric vehicle fleet.

Referred to Public Facilities and Finance Committees

- #128-18 Appropriate \$500,000 for snow and ice removal expenses**
HER HONOR THE MAYOR requesting authorization to appropriate the sum of five hundred thousand dollars (\$500,000) from Free Cash to supplement the Department of Public Works’ snow and ice operations budget.

Personnel Costs – Overtime (0140110-513001).....	\$150,000
Rental Vehicles (0140110-5273-5273)	\$350,000
Public Facilities on 02/07/18	

The location of this meeting is accessible and reasonable accommodations will be provided to persons with disabilities who require assistance. If you need a reasonable accommodation, please contact the city of Newton’s ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: ifairley@newtonma.gov or (617) 796-1253. The city’s TTY/TDD direct line is: 617-796-1089. For the Telecommunications Relay Service (TRS), please dial 711.

- #125-18** **Accept Executive Office of Energy and Environmental Affairs Grant**
HER HONOR THE MAYOR requesting authorization to accept and expend twenty-five thousand dollars (\$25,000) from the Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs Grant Program to supplement the existing \$75,000 contract for the Street Design Guide. The grant will address stormwater management issues highlighted in the City's Vulnerability Analysis and improve the final product.
- Referred to Programs & Services and Finance Committees**
- #126-18** **Request to increase the salary of the City Clerk/Clerk of the Council**
COUNCILORS LAREDO AND KALIS requesting an increase in the salary of the City Clerk/Clerk of the City Council for Fiscal Year (FY) 2018 to match the percentage increase included in the FY 2018 budget for H-grade employees.
Programs & Services Approved on 12/07/18
- #119-18** **Council President's appointment to the Anthony Salvucci Scholarship Fund**
COUNCILOR BARBARA BROUSAL-GLASER appointed as the representative of Wards 1-4 to the ANTHONY SALVUCCI CITY COUNCIL SCHOLARSHIP FUND for a term to expire on December 31, 2019. (60 days: 04/06/18)
- #120-18** **Council President's appointment to the Anthony Salvucci Scholarship Fund**
COUNCILOR R. LISLE BAKER appointed as the representative of Wards 5-8 to the ANTHONY SALVUCCI CITY COUNCIL SCHOLARSHIP FUND for a term to expire on December 31, 2019. (60 days: 04/06/18)
- #123-18** **President's appointment to the Emerson Community Center Board of Trustees**
COUNCILOR JOHN RICE appointed as the Ward Five Council representative to the EMERSON COMMUNITY CENTER BOARD OF TRUSTEES for a term of office to expire on December 31, 2019.

All other items before the Committee will be held without discussion.

Respectfully submitted,

Leonard J. Gentile, Chair

JASON CHOW

6 OCONNELL ROAD, NEWTON, MASSACHUSETTS
1-617-290-6836, jchow1918@yahoo.com

BRIEF PROFILE

- An accomplished Global Financial Audit and Compliance Director with 20-years of international experience in public accounting, consulting, and corporate audit services gained in large Fortune 500 and private companies, and started career in Big 5 Public Accounting, Arthur Andersen.
- Well-versed in Financial Audit and Advisory programs, including audit planning, risk assessments and reporting to ensure internal controls, integrity and accuracy of financial and management reporting.
- Successfully built, implemented and managed Corporate Audit functions: one for a \$6B Fortune 500 retailer and the second for a large private international manufacturer. Also, restructured a third corporate audit function for a \$3B global business service company with over 1,000 facilities operating in 40 countries.
- Serving as a Board member at the Newton Cantonese School (non-profit); with the financial expertise and focus on its annual planning, budgets, expenses, policies, and P&L statements.
- Received education from Boston University with a bachelor's in Accounting, and from MIT Sloan School of Management with Executive Programs in Management & Leadership and Strategy & Innovation.

As a long-term Newton family resident with two young children attending public schools, I am genuinely interested in my community for an opportunity to serve and utilize my 20-years of financial expertise to support, collaborate, and share best practices with members of the Financial Audit Advisory Committee.

PROFESSIONAL EXPERIENCE

Independent Finance Consultant: 2015 – Present

- **Tatum Consulting** - Tatum provides senior-level interim and project services to the Office of the CFO or CIO to address complex initiatives in finance, accounting, audits, technology, compliance, and M&A transactions.
- **Newton Cantonese School** - Work closely with the Board of Directors on strategic initiatives and support the preparation and review of financial statements, operating expenses, dashboard, and policies & procedures.

UnitedHealth Group, Minnetonka, MN / Boston, MA: 7/2013 – 12/2014

Director, Strategic Initiatives and Business Improvement

- Responsible for leading, planning and execution of strategic initiatives and audit projects to monitor and improve the effectiveness of financial reporting and business operations across the company's business units
- Partnered with process owners to assess the control structure, risk impacts, and develop corrective actions
- Supported senior management to align risk management strategies, cost-synergies, and best practices
- Provided the audit oversight to comply with Health and Human Services requirements for the implementation of the ACA HealthCare.gov system; corresponded with government audit requests and documentation
- Served as a trusted advisor to senior executives and managed special projects that included M&A due diligence financial reviews, updating policies and procedures, and safeguarding of corporate assets

Crane & Company, Boston, MA: 11/2012 – 6/2013

Global Director, Head of Financial Controls and Compliance

- Reported to the CFO and the Audit Committee of the Board of Directors in collaboration with senior executives to design and implement an effective audit strategy across the Company's global operations
- Provided the hands-on leadership to develop and execute an independent risk-based audit program to strengthen annual audit planning, corporate governance, financial controls, and regulatory compliance
- Partnered with Global Finance leaders to evaluate corporate policies, SOX controls, and IT systems
- Advised cross-functional owners to ensure Six Sigma projects improved business process workflow, cost efficiencies, quality controls, continuous improvement, and the safeguarding of corporate assets
- Supported Corporate Finance with M&A activities including financial reviews and post-integration processes

Iron Mountain, Boston, MA: 3/2011 – 8/2012

Director, Global Internal Audit

- Restructured the Global Internal Audit function (company's Operational Excellence Initiative) to an integrated risk-based program and aligned audit activities, resources and key controls, which increased projects by 25%
- Provided leadership and direction for a large global audit team to ensure proper execution of global audits to improve governance, risk management and legal compliance over financial reporting and business operations
- Partnered with Finance management and process owners to facilitate and perform audit projects, develop actionable steps to mitigate risks, and conduct follow-up to ensure key issues were promptly remediated
- Presented audit findings, risk impacts, and recommendations to senior management and Audit Committee
- Worked with Big 4 on the GAAP and SOX audits to ensure remediation and controls over financial reporting
- Investigated alleged violations of policy compliance, fraud activities, data privacy, code of ethics, and FCPA

Asbury Automotive Group, New York, NY: 2001 - 2010

Director of Internal Audit & Compliance: (2003 – 2010)

Manager of Internal Audit: (2001 – 2003)

- Built (from the ground up), implemented and led the audit strategy and administration for the Corporate Audit and SOX functions that helped prepare this private company for its IPO and become a Fortune 500 company
- Provided the thought leadership, oversight, and education for the company's risk-based audit program that included governance, annual planning, risk assessments, scope, key controls, budgets, and execution
- Transformed previously outsourced internal audit model, resulting into a robust corporate internal audit function, reduced external audit and consulting fees, and a 400% increase in audit and special projects
- Presented audit reports, business impacts, and recommendations to executives and the Audit Committee to drive and implement improvements over Finance, Operations, IT, M&A activities, and safeguarding of assets
- Established and managed the Corporate Compliance Program to monitor, investigate and report on policy compliance, finance & insurance contract reviews, fraud activities, code of conduct, and Hotline incidents
- Collaborated with Finance and external auditors on annual audits to ensure controls over financial reporting

AT&T Broadband (NYSE: T), Denver, CO: 1997 - 2000

Manager – Audit & Consulting Services

Stanley Black & Decker (NYSE: SWK), New Britain, CT: 1995 - 1997

Senior Internal Auditor

Arthur Andersen LLP, Hartford, CT: 1993 - 1995

Auditor/Consultant

VOLUNTEERING EXPERIENCE

Newton Cantonese School: A non-profit organization that provides an affordable education for diverse children and families from pre-K to 8th grade of the Chinese language and culture through a variety of dedicated programs.

Board Member, 2012 - Present

Newton SouthEast Little League (NSELL): A non-profit organization in which children and adults can learn, play, and have fun with baseball at various levels of competitiveness and with an emphasis on good sportsmanship.

Board Member, 2017 - Present

Coach, 2015 – Present

EDUCATION

MIT Sloan School of Management, Cambridge, MA: 2010

Executive Education, dual programs/certifications: Management & Leadership and Strategy & Innovation

Boston University, Boston, MA: 1993

Bachelor of Science, Accounting

Application Form

Profile

Terrence

First Name

M

Middle Initial

Finn

Last Name

tfinn14@gmail.com

Email Address

32 Lenox Street

Home Address

Suite or Apt

Newton

City

MA

State

02465

Postal Code

What Ward do you live in?

Ward 2

Primary Phone

Alternate Phone

Retired

Employer

Job Title

Which Boards would you like to apply for?

Economic Development Commission: Submitted

Financial Audit Advisory Committee: Submitted

Zoning Board of Appeals: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

As a recent retiree, I have been looking for public service opportunities that would employ my skills. A few years ago I worked with Mayor Fuller on a project relating to city finances which I enjoyed. I admired her work on that project and would like to contribute to making her administration successful.

Terrence M. Finn

32 Lenox Street
Newton, Massachusetts 02465

tfinn14@gmail.com

CURRENT

Commonwealth of Massachusetts State Retirees Benefit Trust

Trustee. This Trust holds assets dedicated to funding retirement health costs for state employees.

Nubay Services

Director. Nubay is a start-up, non-profit whose goal is to improve the use of technology in smaller, non-profit organizations.

GeoFossil Fuels, LLC

Director. GeoFossil is a privately held company developing bio-tech technologies to improve oil well productivity.

PRIOR PROFESSIONAL EXPERIENCE

Edwards Angell Palmer & Dodge LLP

Boston-based, 550-attorney, international law firm. 1973 to 2012

1/94 – 4/08

Managing Partner, Edwards & Angell LLP (1/94 to 11/05) and Edwards Angell Palmer & Dodge LLP (11/05 to 4/08). Led the Firm through a significant transition from regional to international firm, growing to more than 550 lawyers.

1/83 – 12/93

Managing Partner, Boston office of Edwards & Angell. Relocated to Boston in 1982 to open the Firm's office.

6/73-12/82

Edwards & Angell, becoming partner in 1978. Practice focused on corporate and real estate finance work.

Abt Associates Inc. 1994 - 2016

Corporate Secretary and Counsel to the Board.

EDUCATION

University of Pennsylvania Law School, J.D., 1973

Yale University, B.A., Economics, 1970



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Office of the Mayor

Telephone
(617) 796-1100
Fax
(617) 796-1113
TDD/TTY
(617) 796-1089
Email
rfuller@newtonma.gov

January 22, 2018

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

RECEIVED
Newton City Clerk
2018 JAN 22 PM 5:34
David A. Olson, CMC
Newton, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to authorize the appropriation and expenditure of \$500,000 from June 30, 2018 Certified Free Cash to the following accounts:

Acct # 0140110-5273	Rental Vehicles (Contracted Plowing)	\$350,000
Acct # 0140110-513001	Regular Overtime	\$150,000

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller
Mayor

From: [Jack Cowell](#)
To: [Shawna Sullivan](#)
Cc: [James Mcgonagle](#)
Subject: Backup for \$500k Snow Docket - Finance Next Wednesday
Date: Thursday, February 01, 2018 3:18:35 PM
Attachments: [image001.png](#)

Hi Shawna,

Please be advised that these numbers are assuming the council passes the \$2,750,000 snow docket this Monday before Finance meets next Wednesday to discuss this item. So far we have had 32.1 inches of snow totaling in \$3,056,643.70 of expenses for an average cost of \$95,222.55 per inch.

Budgeted		Expenses		Balance
Total Personnel	\$ 1,108,300.00	Total Personnel Costs	\$ 680,459.79	\$ 427,840.21
Total Contractors	\$ 1,732,037.65	Total Contracted Costs	\$ 1,618,186.32	\$ 113,851.33
Salt	\$ 558,030.00	Salt	\$ 453,781.96	\$ 104,248.04
Equipment	\$ 369,923.85	Equipment Expenses	\$ 304,215.63	\$ 65,708.22
Total Snow Budget	\$ 3,768,291.50	Total Snow Costs	\$ 3,056,643.70	\$ 711,647.80

Thanks

Jack Cowell
Sr. Financial Analyst – City of Newton, MA
617-796-1082

From: [Jack Cowell](#)
To: [James Mcgonagle](#)
Cc: [Shawna Sullivan](#); [Amy Hamel](#)
Subject: Update to Snow Numbers
Date: Wednesday, February 07, 2018 12:23:57 PM
Attachments: [image001.png](#)

Budgeted		Expenses		Balance
Total Personnel	\$ 283,300.00	Total Personnel Costs	\$ 724,423.93	\$ (441,123.93)
Total Contractors	\$ 232,037.65	Total Contracted Costs	\$ 1,699,506.32	\$ (1,467,468.67)
Salt	\$ 258,030.00	Salt	\$ 453,781.96	\$ (195,751.96)
Equipment	\$ 244,923.85	Equipment Expenses	\$ 304,215.63	\$ (59,291.78)
Total Snow Budget	\$ 3,768,291.50	Total Snow Costs	\$ 3,181,927.84	\$ (2,163,636.34)

Up to 32.2 inches totaling \$3,181,927.84

\$98,817.63 Per inch.

Jack Cowell
Sr. Financial Analyst – City of Newton, MA
617-796-1082



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Office of the Mayor

#125-18

Telephone
(617) 796-1100

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(617) 796-1113

TDD/TTY

(617) 796-1089

Email

rfuller@newtonma.gov

January 30, 2018

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

RECEIVED
Newton City Clerk
2018 JAN 31 AM 10:40
DAVID A. OISEN, CMC
NEWTON, MA 02459

I write to request that your Honorable Council docket for consideration a request to accept the Commonwealth of Massachusetts, Executive Office of Energy and Environmental Affairs Grant funds in the amount of \$25,000 to supplement the existing \$75,000 contract for the Street Design Guide. This grant will specifically address stormwater management issues highlighted in the City's Vulnerability Analysis and improve the final product.

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller, Mayor



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Office of the Mayor

#125-18
Telephone
(617) 796-1100
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(617) 796-1113
TDD/TTY
(617) 796-1089
Email
rfuller@newtonma.gov

MEMORANDUM

DATE: January 29, 2018
TO: Maureen Lemieux, Chief Financial Officer
Jonathan Yeo, Chief Operating Officer
FROM: Barney Heath, Director of Planning and Development
Shubee Sikka, Urban Designer
RE: Planning Assistance Grant

I write to request a docket a request to accept the Commonwealth of Massachusetts, Executive Office of Energy and Environmental Affairs Grant funds in the amount of \$25,000 to supplement the existing \$75,000 for Street Design Guide to specifically address the stormwater management as part of street design guide, responding to an issue raised in the City's Climate Vulnerability Analysis, and improve the overall final product. The City has contracted with Toole Design Group to complete this project.

The additional \$25,000 will assist a greatly overall in providing the ability to cover the costs of some additional inter-departmental meetings. The total increase in Toole's construct would go from \$75,000 to \$95,000.

Thank you for your consideration of this matter.

City of Newton
Application for
Executive Office of Energy & Environmental Affairs
Planning Assistance Grant Program
For
Newton's Street Design Manual

Contact:

Barney Heath

Director, Department of Planning & Development

City of Newton

bheath@newtonma.gov

- Street lighting
- Traffic calming

Deliverables: Meeting notes; Detailed Outline

Budget:

EEA Share: \$12,000

Non-State Match: \$16,500*

Timeline: Nov 2017 – Feb 2018

Task#2 B – Stormwater Management

In addition to the above meetings, the Newton Planning Department and consultant team will engage the Department of Public Works, Parks and Recreation and the Conservation Office, on the issue of Stormwater management within the street right-of-way, incorporating principles of Green Design and Low Impact Development. Examples may include bio-swales, street tree planting techniques, permeable pavers, and pavement removal.

Deliverables: Meeting notes

Budget:

EEA Share: \$3,000

Non-State Match: \$500

Timeline: Jan – Feb 2018

Task #3 – Written Text of Street Design Manual

The consultant will produce a draft of the text of the final document.

Deliverables: Draft text of the Street Design Manual

Budget:

EEA Share: \$5,000

Non-State Match: \$30,000

Timeline: Feb-Mar 2018

Task #4 – Graphic Design & Illustrations

The consultant will produce layout options and draft illustrations and pictures for the street design manual.

Deliverables: Two layout options; draft illustrations and pictures

Budget:

EEA Share: \$5,000

Non-State Match: \$16,750

Budget Summary

	Pre-Jan 1	Post-Jan 1	Total
State Share		\$25,000	\$25,000
City Share	\$17,250	\$57,750	\$75,000
Total	\$17,250	\$82,750	\$100,000

	City Share	State Share	Total
Task #1	\$3,000		\$3,000
Task #2	\$16,500	\$12,000	\$28,500
Task #2 B	\$500	\$3,000	\$3,500
Task #3	\$30,000	\$5,000	\$35,000
Task #4	\$16,750	\$5,000	\$21,750
Task #5	\$3,000		\$3,000
Task #6	\$5,250		\$5,250
Total	\$75,000	\$25,000	\$100,000

Evaluation Criteria

Sustainability and smart growth are central themes in Newton's Comprehensive Plan. In order to advance these ideas, the City has completed two linked strategies, the *Newton Leads 2040 Housing Strategy* and the *Newton Leads 2040 Transportation Strategy* (an economic development strategy is next in line). These strategies are action oriented and each includes a short list of priority actions to be completed that will significantly advance the City's objectives. These two strategic efforts were paired because it was recognized early on that, without a robust transportation strategy, any effort to accelerate housing production was doomed to failure. The Newton Street Design Manual is an essential priority project from the Transportation Strategy as it advances implementation of a number of the core priorities in the plan around diversifying transportation modes and enhancing public safety. The Street Design Manual will accelerate the improvement of bike, walking, and transit facilities in the City and, in so doing, address traffic concerns and facilitate the ability to approve housing development projects and identify locations for by-right housing development as part of the in-progress rewrite of Newton's Zoning Ordinance. In addition, this Manual will include design guidance for incorporating stormwater management into street design, a recommendation of our recent Climate Change Vulnerability Study, given the City's vulnerability to flooding resulting from storms overwhelming the existing storm drain system. The following addresses each of the evaluation criteria.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
#125-18
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the Following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.* {See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.}

The Executive Office of Energy and Environmental Affairs (EEA) hereby grants, on a reimbursement basis, the City of Newton \$25,000 to complete the Street Design Manual Project the City submitted to the 2018 round of the Planning Assistance Grant Program. The proposal submitted by Newton is attached; the scope of work and budget contained within is hereby included in this contract by reference.

General Conditions:

- EEA funds must be utilized by June 30, 2018 and documentation regarding their use, along with final billing, is to be received no later than August 1, 2018;
- This contract terminates on June 30, 2018. Any contract amendment, including extensions, will be at the sole discretion of EEA;
- The grantee will credit EEA as a funding source in an written deliverable produced as a result of this project;
- The grantee will document the expenditure of any matching funds committed;
- The grantee will submit an electronic copy of any deliverable to EEA; and
- The grantee agrees to notify EEA about the outcomes that result from this project.

ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.}
Items identified below which are not part of the Contract should be left blank.
Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
Planning Grant - 2018				\$25,000 (FY18)
SUBTOTAL (this page)				\$25,000

MAXIMUM OBLIGATION	\$25,000
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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM 8



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: City of Newton (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Exec. Office of Energy and Env. Affairs MMARS Department Code:
Legal Address: (W-9, W-4, T&C): 1000 Commonwealth Ave., Newton MA, 02459	Business Mailing Address: 100 Cambridge Street, 9 th Floor Boston, MA 02114
Contract Manager: Barney Heath, Director of Planning & Development	Billing Address (if different):
E-Mail: bheath@newtonma.gov	Contract Manager: Kurt Gaertner
Phone: 617-796-1120 Fax:	E-Mail: Kurt.Gaertner@state.ma.us
Contractor Vendor Code:	Phone: 617-626-1154 Fax: 617-626-1181
Vendor Code Address ID (e.g. "AD001"): AD (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s):
	RF/Procurement or Other ID Number: ENV 18 DCS 11

<p style="text-align: center;"><input checked="" type="checkbox"/> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <i>Prior</i> to Amendment: _____</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>
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The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.
 Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
 Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). \$25,000

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) EEA & the City of Newton hereby contract for the City of Newton's "Street Design Manual Project" as detailed in the attached materials.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
 1. may be incurred as of the **Effective Date** (latest signature date below) and **no** obligations have been incurred **prior** to the **Effective Date**.
 2. may be incurred as of _____, 20____, a date **LATER** than the **Effective Date** below and **no** obligations have been incurred **prior** to the **Effective Date**.
 3. were incurred as of _____, 20____, a date **PRIOR** to the **Effective Date** below, and the parties agree that payments for any obligations incurred prior to the **Effective Date** are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2018, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "**Effective Date**" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: _____
 Print Title: _____

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: _____
 Print Title: _____

**COMPENSATION**

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out

performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.



other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.

For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees.

Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of

Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.