

CITY OF NEWTON

IN BOARD OF ALDERMEN

FINANCE COMMITTEE AGENDA

WEDNESDAY, MAY 28, 2014

7:00 PM
Room 222

ITEMS SCHEDULED FOR DISCUSSION:

Note: The Committee will meet jointly with the Public Facilities Committee to discuss Docket Items #205-14, #206-14, #207-14, 203-14, 204-14 and #138-13(3).

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

#205-14 HIS HONOR THE MAYOR requesting authorization to use up to one million one hundred thousand dollars (\$1,100,000) in sewer operating reserve funds to implement the construction of the Project Area 2 portion of the sewer improvements as outlined in the Water/Sewer Strategic Plan. [05/12/14 @ 4:49 PM]

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

#206-14 HIS HONOR THE MAYOR requesting authorization to borrow up to one million two hundred sixty-two thousand dollars (\$1,262,800) from the Massachusetts Water Resources Authority (MWRA) and authorization to expend an MWRA grant of one million thirty-three thousand dollars (\$1,033,200) as part of the MWRA interest free loan/grant program for the purpose of funding construction of the Project Area 2 portion of the sewer improvements as outlined in the Water/Sewer Strategic Plan. 05/12/14 @ 4:49 PM]

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

#207-14 HIS HONOR THE MAYOR requesting authorization to transfer the sum of three hundred thousand dollars (\$300,000) within the Snow & Ice Control Accounts from Line Item 0140110, Account No. 513001 into Line Item 0140110, Account No. 5273 for the purpose of covering the final invoices for the 2013-2014 snow season. [05/12/14 @ 4:49 PM]

The location of this meeting is handicap accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a special accommodation, please contact John Lojek, at least two days in advance of the meeting: jlojek@newtonma.gov, or 617-796-1064. For Telecommunications Relay Service dial 711.

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

#203-14 HIS HONOR THE MAYOR requesting the following year-end housekeeping items:

- A. Rescind the sum of \$90,000 voted under Board Order #109-12 for the repair of the windows at Fire Station #4 and appropriate \$50,000 from the Energy Stabilization Fund for the final solution
- B. Rescind the sum of \$1,000,000 voted under Board Order #255-13 for the Zervas Elementary School Feasibility Study and appropriate \$1,000,000 from the Capital Stabilization Fund/Override Sub Fund
- C. Rescind the sum of \$416,000 voted under Board Order #252-13 for the architectural design of Station 10/Wires Division and appropriate \$416,000 from the capital Stabilization Fund/Override Sub Fund. [05/12/14 @ 4:47 PM]

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

#204-14 HIS HONOR THE MAYOR requesting authorization to appropriate the sum of four hundred sixty-five thousand dollars (\$465,000) from bonded indebtedness for the purpose of replacing a staircase at the Bigelow Middle School in accordance with the City's Capital Improvement Plan. [05/12/14 @ 4:48 PM]

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

#138-13(3) HIS HONOR THE MAYOR requesting authorization to reallocate the Carr Elementary School Renovation Project Budget to replenish funds for Mayor's Contingency Budget Line, as well as to cover the costs of various project related expenses as follows:

- \$40,000 from Electricity to Public Property Repair & Maintenance
- \$5,000 from Building Systems Commissioning to Mayor's Contingency
- \$5,120 from building System Commissioning to Consultants
- \$87,800 from Board of Aldermen Contingency to Mayor's Contingency [05/16/14 @ 10:08 AM]

#198-14 HIS HONOR THE MAYOR requesting authorization to transfer the sum of fifty thousand dollars (\$50,000) currently held by the City of Newton in a trust fund for the benefit of the Newton Highlands Community Development Center to the Newton Highlands Community Development Center. [05/12/14 @ 4:48 PM]

#199-14 HIS HONOR THE MAYOR requesting authorization to transfer the sum of forty thousand dollars (\$40,000) from Fiscal Year 2014 Budget Reserve to the City Clerk's Department's Office Furniture Account for the purpose of replacing broken or missing polling furniture and equipment. [05/12/14 @ 4:47 PM]

- #194-14 HIS HONOR THE MAYOR requesting authorization to transfer the sum of one hundred nineteen thousand two hundred fifty-nine dollars and forty-six cents from Fiscal Year 2014 E-Rate Receipts – Schools to the Newton Public Schools. [05/12/14 @ 5:05 PM]
- #192-14 HIS HONOR THE MAYOR requesting authorization to expend a two hundred thousand dollars (\$200,000) reimbursable grant from the “Our Common Backyards” Grant Program and authorization to transfer the sum of fifty thousand dollars (\$50,000) from Fiscal Year 2014 Budget Reserve to the Parks and Recreation Department’s budget for purpose of funding the City’s share of the Emerson Playground Project, and in addition confirm that the Emerson Playground is in the custody of the Parks and Recreation Commission and is dedicated park land pursuant to the provisions Massachusetts General Law Chapter 45, Section 3. [05/12/14 @ 4:48 PM]
- #193-14 HIS HONOR THE MAYOR requesting authorization to expend the sum of five thousand five hundred dollars (\$5,500) from the Law Department’s Judgments and Settlements Account as full and final settlement of a claim by Safety Insurance Company that was a result of a collision involving a City of Newton vehicle. [05/12/14 @ 4:48 PM]
- #214-12 ALD. DANBERG, BLAZAR, & SCHWARTZ proposing an ordinance which would enable the city to respond to properties which are so inadequately cared for, often by absentee owners, as to constitute a nuisance, not only to properties nearby but also to the public at large, with the understanding that timely intervention may help prevent the loss of such properties to severe neglect, excess accumulation of trash or unsightly collectables, inside or out, or even eventual abandonment. [07/10/12]
- #195-14 HIS HONOR THE MAYOR requesting establishment of a gift account to accept and expend gifts totaling as much as \$30,000 annually from donations for the purpose of offsetting the costs incurred for programming and any associated administrative expenditures within the Veteran’s Services Department. [05-12-14 @ 4:47 PM]
- #196-14 HIS HONOR THE MAYOR requesting authorization to accept and appropriate the sum of twenty-eight thousand fifty three dollars (\$28,053) from interagency agreements executed between the City of Newton and agencies of the Brookline-Newton-Waltham-Watertown Homelessness Consortium Continuum of Care for services provided by the City of Newton as the lead agency for this program. [05/12/14 @ 4:47 PM]
- #190-14 HIS HONOR THE MAYOR requesting authorization to expend a twenty-nine thousand seven hundred fifteen dollar (\$29,715) grant received from the Massachusetts Department of Transportation and the Metropolitan Area Planning Council for the purpose of administering a bicycle and pedestrian enforcement program. [05/13/14 @ 4:49 PM]

REFERRED TO PUBLIC SAFETY & TRANS. AND FINANCE COMMITTEES

- #201-14 HIS HONOR THE MAYOR requesting authorization to appropriate and expend two hundred thousand dollars (\$200,000) from Free Cash for the purpose of supplementing the Police Department’s Overtime Account. [05/12/14 @ 4:48 PM]
PUBLIC SAFETY APPROVED 5-0 on 05/21/14

REFERRED TO PUBLIC SAFETY & TRANS. AND FINANCE COMMITTEES

- #202-14 HIS HONOR THE MAYOR requesting authorization to transfer the sum of eighty thousand dollars (\$80,000) from the Fire Overtime Account to the following accounts:

Account	Description	Amount	Purpose
0121001-5319	Training	\$33,000	Tech Rescue Training
0121005-5412	Heating Oil	\$47,000	Heating Oil/Expenditures

PUBLIC SAFETY APPROVED 5-0 on 05/21/14

- #191-14 HIS HONOR THE MAYOR requesting authorization to enter into a five-year agreement for parking ticket processing services. [05/12/14 @ 4:47 PM]
- #138-13(2) HIS HONOR THE MAYOR requesting that Board Order #138-13 be amended by rescinding a balance of one hundred eighteen dollars (\$118) that remains authorized but unissued debt for bond authorization to renovate the Carr Elementary School.
- #195-98(2) HIS HONOR THE MAYOR requesting that Board Order #195-98 be amended by rescinding a balance of two million nine hundred ninety-five thousand seventy-two dollars and ninety-nine cents (\$2,995,072.99) that remains authorized but unissued debt for bond authorization to improve the sewer system infrastructure. [05-12-14 @ 4:47 PM]
- #197-14 HIS HONOR THE MAYOR requesting authorization to transfer the sum of five hundred thousand dollars (\$500,000) from the July 1, 2013 Certified Free Cash Account to the Workers’ Compensation Insurance for the purpose of addressing a portion of the fund deficit resulting from the recognition of new long-term liabilities for workers’ compensation cases that had not previously been classified as permanent and total disabilities. [05/12/14 @ 4:48 PM]
- #208-14 HIS HONOR THE MAYOR requesting authorization to accept and expend a grant from the Metropolitan Area Planning Council (MAPC) in the amount of \$4,800 to pay a volunteer pedestrian coordinator to oversee the development and implementation of a parental survey of school-related trip making. [05-19-14 @12:09PM]

- #209-14 HIS HONOR THE MAYOR requesting authorization to transfer the sum of Five Hundred Thousand Dollars (\$500,000) from the Retiree Health Insurance Account to the Rainy Day Stabilization Fund. 05-19-14 @ 1:32PM]

ITEMS NOT TO BE DISCUSSED:

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #200-14 COMMUNITY PRESERVATION COMMITTEE recommending the appropriation of two hundred eight thousand seven dollars (\$208,007) from the Community Preservation Fund's historic resources fund balance or reserve, to the control of the Jackson Homestead, for repair of tombs in the East Parish Burying ground (Centre & Cotton Streets), as detailed in the proposal submitted in November 2013 and revised in November 2014. [05/08/14 @ 11:01 AM]
- #163-14 BOARD OF ALDERMEN proposing to change the name of the *Aldermanic Scholarship Fund* to the *Anthony J. Salvucci Aldermanic Scholarship Fund* in recognition of his work in creating the scholarship fund in 1991 and promoting the scholarship fund during his years of service on the Board of Aldermen. [04/28/14 @ 12:35 PM]
- #104-14 ALD. JOHNSON requesting that the Executive Department conducts a complete review and analysis of the policies governing data privacy and the security of resident/business information on the Treasurer's website to be followed with an action plan to protect our residents' data to be completed by the end of Fiscal Year 2014. [02/26/14 @ 9:07 AM]

REFERRED TO LAND USE AND FINANCE COMMITTEES

- #49-14 LAND USE COMMITTEE requesting discussion with the Chief Financial Officer and the Chief Information Officer regarding the critical need to implement technology which enables the development, management and use of shared, searchable, mobile-accessed (both read and write) database which contains parcel-based information that can be accessed by all city departments (including Planning, Inspectional Services (ISD), Assessing, Engineering, Fire, Police, Health), the Board of Aldermen and the community. This technology must support the work of ISD and other departments in both the office and the field to more effectively and efficiently monitor and enforce compliance with approved special permits and other related Board Orders. [02/10/14 @ 6:47 PM]
- #34-14 ALD. FULLER requesting a discussion with the Executive Office regarding the current status and challenges related to the City of Newton pension and retiree healthcare (OPEB) systems. [01/11/14 @ 5:22 PM]

REFERRED TO FINANCE AND PROGRAMS & SERVICES COMMITTEE

- #402-13 ALD. FULLER, GENTILE, RICE and LINSKY requesting a Home Rule Petition to amend Article 9 of the Charter to clarify that Neighborhood Area Councils shall maintain and control their own financial accounts and records, independent of City finances; and to further clarify that such independent financial accounts and records shall remain subject to City audit. [10/28/13 @ 10:18 AM]

REFERRED TO ZAP, PROG & SERV AND FINANCE COMMITTEES

- #397-13(3) ALD. SANGIOLO AND DANBERG requesting creation of an ordinance to protect trees deemed historic by the Historical Commission and the City's Tree Warden. [05-05-14 @ 4:32 PM]

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

- #288-13 PUBLIC FACILITIES & FINANCE COMMITTEES requesting that the Administration update the Board of Aldermen when a funding source is determined for the Zervas Elementary School Feasibility Study. [07-11-13 @ 10:10 AM]

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

- #41-13 ALD. CROSSLEY, FULLER AND SALVUCCI requesting a discussion with the administration to review how the city inventories, plans for, budgets and accounts for needed smaller capital expenditures (currently set at under \$75,000), which are excluded from the Capital Improvement Plan (CIP); how to make these non-CIP capital maintenance items visible, and how to integrate them with the overall planning, CIP, and budgeting processes. [01/14/13 @ 5:02 PM]

REFERRED TO ZONING & PLANNING, LAND USE & FINANCE COMMITTEES

- #273-12 ALD. CROSSLEY & HESS-MAHAN requesting a restructuring and increase in fees for permits charged by the Inspectional Services Department and fees charged by the Planning Department and City Clerk to assure that fees are both sufficient to fund related services provided and simple to administer.

REFERRED TO FINANCE AND APPROPRIATE COMMITTEES

- #257-12 RECODIFICATION COMMITTEE recommending (1) review of the Fees, Civil Fines/Non-Criminal Disposition contained in Chapter 17 LICENSING AND PERMITS GENERALLY and Chapter 20 CIVIL FINES/NON-CRIMINAL DISPOSITION CIVIL FINES to ensure they are in accordance with what is being charged and (2) review of the acceptance of G.L. c. 40 §22F, accepted on July 9, 2001, which allows certain municipal boards and officers to fix reasonable fees for the issuance of certain licenses, permits, or certificates.

REFERRED TO PROG & SERV, PUB. FAC., ZAP, AND FINANCE COMMITTEES

- #256-12 ALD. HESS-MAHAN, SANGIOLO & SWISTON proposing and ordinance promoting economic development and the mobile food truck industry in the City of Newton. [08/06/12 @4:46 PM]

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #254-12 (3) PROGRAMS & SERVICES COMMITTEE proposing an ordinance to require a fee, charged to consumers, for the use of paper bags at certain retail establishments in the City of Newton. [01/10/14 @ 3:36 pm]

- #248-12 RECODIFICATION COMMITTEE recommending that **ARTICLE IV. PURCHASES AND CONTRACTS, Secs. 2-182 through 2-205**, be amended to make it consistent with state law.
- #247-12 RECODIFICATION COMMITTEE recommending that Chapter 18 MEMORIAL FUNDS AND TRUSTS be reviewed relative to the consequences and practices of special legislation passed by the General Court in 2007, Chapter 75 of the Acts of 2007, in which the City sought and was granted an exemption from G.L. Chapter 44 §54, which intent was to allow the City greater flexibility in terms of investments.

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #185-12 ALD. BAKER, BLAZAR, SANGIOLO, LINSKY, ALBRIGHT & DANBERG requesting that the Board of Aldermen adopt a RESOLUTION to His Honor the Mayor asking that, when the Mayor seeks future Board approval for bonding the cost of additional capital facilities or equipment for the schools, he include in that funding request, as well as in the city-wide Capital Improvement Plan, the estimated costs needed for funding the capital technology needs of the Newton Schools, including the appropriate portions of the estimated project costs of the School Committee's three-year district-wide technology plan not anticipated to be funded by the Information Technology Department budget; the anticipated technology grants from Boston College for the elementary schools; and/or estimated revenue from the E-rate Technology Reimbursement Program.
PROGRAMS & SERVICES APPROVED 6-0 on 07/11/12

REFERRED TO ZONING AND PLANNING AND FINANCE COMMITTEES

- #102-11 ALD. HESS-MAHAN, JOHNSON, COMMISSIONER LOJEK, AND CANDACE HAVENS requesting an amendment to Chapter 17 to establish a fee for filing a notice of condo conversion. [03-29-11 @ 4:55PM]
ZONING & PLANNING APPROVED 6-0 on 6/10/13

REFERRED TO ZONING AND PLANNING AND FINANCE COMMITTEES

- #95-11 ALD. HESS-MAHAN proposing an ordinance requiring that a notice of conversion to condominium ownership be filed with the Inspectional Services Department and that the property be inspected to determine compliance with all applicable provisions of the state and local codes, ordinances and the rules and regulations of all appropriate regulatory agencies. [03-24-11 @ 9:30AM]
ZONING & PLANNING APPROVED 6-0 on 6/10/13
- #41-11(2) ALD. CICCONE requesting implementation of the fees associated with the Winter Overnight Parking Pilot Program. [09/19/13 @ 3:49 PM]

#276-10

REFERRED TO LAND USE & FINANCE COMMITTEES

ALD. FULLER, CROSSLEY, DANBERG, LINSKY requesting a review of guidelines for mitigation fund provisions to maximize the use of such funds on behalf of the city together with mechanisms by which the city can better track such funds to ensure they are used in a timely fashion.

Respectfully submitted,

Leonard J. Gentile, Chairman

City of Newton



DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449

Setti D. Warren
Mayor

April 23, 2014

To: Maureen Lemieux, Chief of Staff

From: David F. Turocy, Commissioner

Subject: Request for Authorization of Sewer Operating Reserve Funds
Sewer CIP Project Area 2 Construction and Construction Services

David A. Olson, CMC
Newton, MA 02459

2014 MAY 12 PM 4:49

RECEIVED
Newton City Clerk

I respectfully request an authorization to use up to \$1,100,000.00 in sewer operating reserve funds. This proposed funding will allow Public Works to implement a portion of the sewer improvements as outlined in the Water/Sewer Strategic Improvement Plan. In particular, the construction of sewer project area 2, which is currently under design, will be bid in the summer for a September 2014 start date.

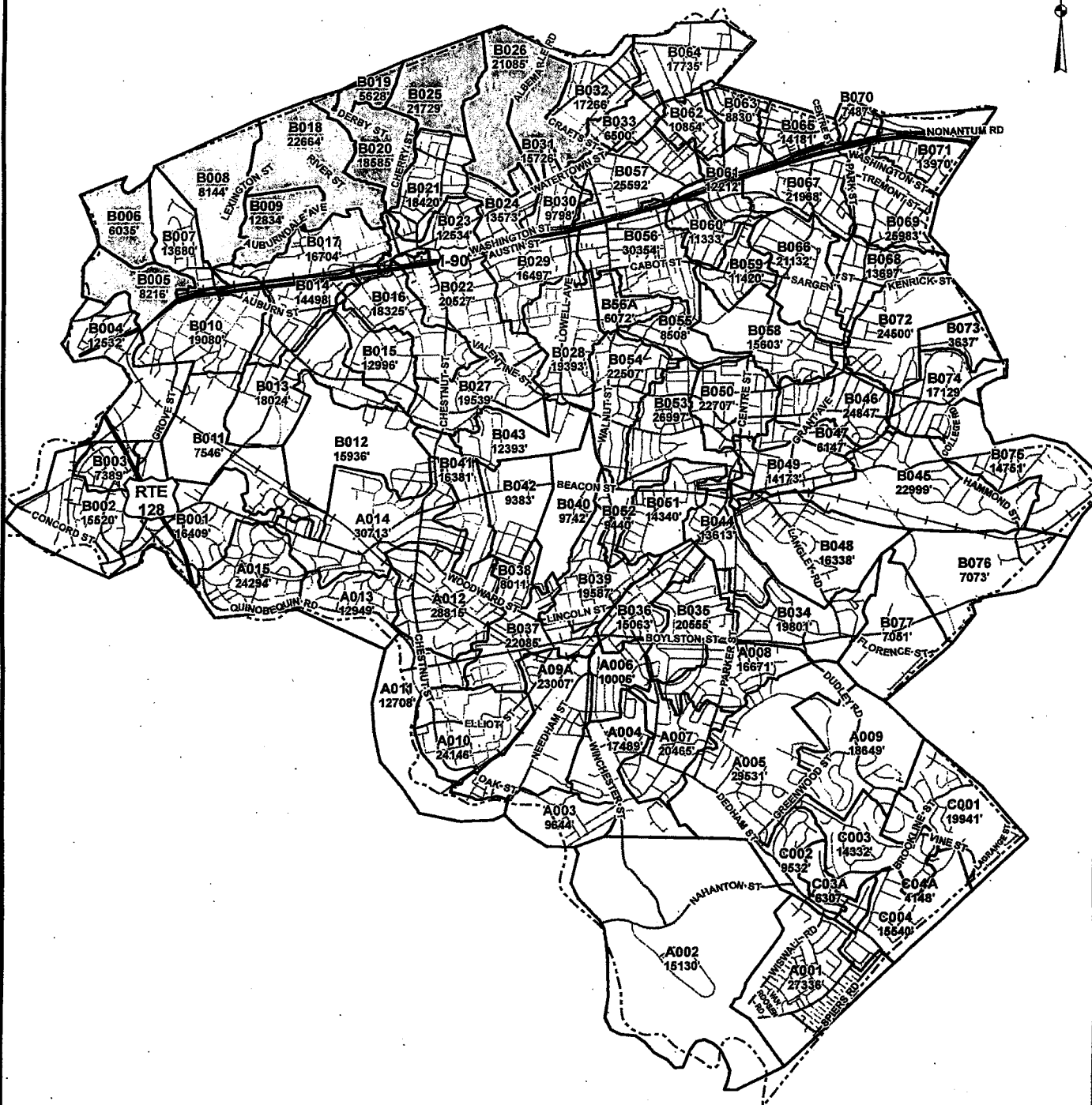
This project will be constructed to reduce sewer infiltration and inflow sources and provide improvement to sewer structures in the sewer project area 2. The construction includes sewer main cleaning and lining, manhole rehabilitations, and some spot repairs on crushed and collapsed sewer pipes. The funds will be used for construction, and construction services. Any remaining funds will be used for investigations and designs of the remaining sewer capital improvement plan.

The attached plan is a progress plan showing sewer area 2 and all other sewer rehabilitation areas.

Please forward this request to the Board of Aldermen for their consideration.

- cc: David Wilkinson, Comptroller
- James Reardon, Treasurer
- Louis M. Taverna, City Engineer
- Ted Jerdee, Utilities Superintendent
- Ron Mendes, DPW Business Manager

APPROVED



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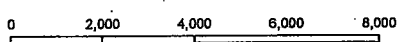
NEWTON, MA
SANITARY SEWER SYSTEM

CIP - PROJECT 2
INSPECTION AND ASSESSMENT

Legend



Project 2 Areas



SCALE IN FEET



City of Newton



DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449

Setti D. Warren
Mayor

April 23, 2014

David A. Olson, CMC
Newton, MA 02459

2014 MAY 12 PM 4:49

RECEIVED
Newton City Clerk

To: Maureen Lemieux, Chief of Staff

From: David F. Turocy, Commissioner

Subject: Request for Sewer Funds Borrowing Authorization
Sewer CIP Project Area 2 Construction and Construction Services
MWRA Infiltration/Inflow Local Financial Assistance Program

I respectfully request an authorization to borrow up to \$2,296,000.00 in an interest free loan/grant from the Massachusetts Water Resources Authority (MWRA). The loan/grant is 55% loan and 45% grant, with the loan portion payable in 1/5 installments over 5 years. This proposed borrowing will allow Public Works to implement a portion of the sewer improvements as outlined in the Water/Sewer Strategic Improvement Plan. In particular, the construction of sewer project area 2, which is currently under design, will be bid in the summer for a September 2014 start date.

This project will be constructed to reduce sewer infiltration and inflow sources and provide improvement to sewer structures in the sewer project area 2. The construction includes sewer main cleaning and lining, manhole rehabilitations, and some spot repairs on crushed and collapsed sewer pipes. The funds will be used for construction, and construction services. Any remaining funds will be used for investigations and designs of the remaining sewer capital improvement plan.

The attached plan is a progress plan showing sewer area 2 and all other sewer rehabilitation areas.

Pending your approval, the Treasurer will submit a request to Bond Council which will be provided to the Clerk's Office for inclusion as a docket item to the Honorable Board of Aldermen.

- cc: David Wilkinson, Comptroller
- James Reardon, Treasurer
- Louis M. Taverna, City Engineer
- Ted Jerdee, Utilities Superintendent
- Ron Mendes, DPW Business Manager

APPROVED



CITY OF NEWTON, MASSACHUSETTS

#207-14

Department of Public Works
Office of the Commissioner
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449

Hon. Setti D. Warren
Mayor

TO: Mayor Setti D. Warren
From: David Turocy, Commissioner of Public Works
Via: Maureen Lemieux, Chief of Staff/CFO
Date: May 8, 2014
Subject: Transfer of Funds in Snow & Ice Appropriation to cover final expenses for the 2013-2014 snow season

David A. Oison, CMC
Newton, MA 02459

2014 MAY 12 PM 4:49

RECEIVED
Newton City Clerk

I write to request you docket with the Honorable Board of Aldermen to transfer funds in the amount of \$300,000.00 within the Snow & Ice Control Account from Line Item 0140110, Account No. 513001 into Line Item 0140110, Account No. 5273.

The reason for this transfer is to provide a sufficient appropriation to cover the final invoices for the 2013 – 2014 snow season through the end of this fiscal year.

Please forward this request to the Board of Aldermen for their consideration.

cc: D. Wilkinson, Comptroller
R. Mendes, DPW Business Manager

APPROVED



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#203-14
Telephone
(617) 796-1100
Facsimile
(617) 796-1113
TDD/TTY
(617) 796-1089
E-mail
swarren@newtonma.gov

May 12, 2014

Honorable Board of Aldermen
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a year end housekeeping request to rescind the following Board Authorization:

- A) Rescind the sum of \$90,000 voted under Board Order #109-12 for the repair of the windows at Station 4 – and appropriate \$50,000 from the Energy Stabilization Fund for the final solution.
- B) Rescind the sum of \$1,000,000 voted under Board Order #255-13 for the Zervas Elementary School Feasibility Study - and appropriate \$1,000,000 from the Capital Stabilization Fund/Override Sub Fund
- C) Rescind the sum of \$416,000 voted under Board Order #252-13 for the architectural design of Station 10/Wires Division – and appropriate \$416,000 from the Capital Stabilization Fund/Override Sub Fund

Thank you for your consideration of this matter.

Very truly yours,

Setti D. Warren
Mayor

RECEIVED
Newton City Clerk
2014 MAY 12 PM 4:48
David A. Olson, CMC
Newton, MA 02459

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE

CITY OF NEWTON, MASSACHUSETTS
LONG TERM DEBT ACCOUNT GROUP
SCHEDULE OF BONDS AUTHORIZED AND UNISSUED

	July 1, 2013	New/Rescinded	Issued	April 30, 2014
	Balance	Authorizations		Balance
Sewer I&I Removal - MW PAT (#195-98)	2,995,073	-	-	2,995,073
Sewer System Improvements MWRA (#149-07)	338,655	-	-	338,655
Sewer System Improvements MWRA (#361-09)	198,000	-	-	198,000
Water Main Rehabilitation - MWRA (#18-12)	10,881,600	-	(1,360,200)	9,521,400
Fire Station #4 Window Repairs (#109-12)	90,000	-	-	90,000
Elementary Modular Classrooms (#136-13)	2,400,000	-	(2,400,000)	-
Mason-Rice Sprinkler System (#137-13)	480,000	-	(480,000)	-
Lower Falls Community Center Accessibility Improvements (#211-13)	275,000	-	(275,000)	-
DPW Equipment (#173-13)	282,000	-	(282,000)	-
Carr Elementary School Renovations (#138-13)	11,749,118	-	(11,749,000)	118
DPW Snow Melting Equipment (#228-13)	250,000	-	(250,000)	-
Crafts Street DPW Yard Salt Sheds & Garage (#251-13)	-	500,000	(500,000)	-
Fire Station #10 & Wires Division building design (#252-13)	-	416,000	-	416,000
Fire Station #10 & Wires Division building construction (#52-14)	-	6,112,296	-	6,112,296
Zervas Elementary Feasibility Study (#255-13)	-	1,000,000	-	1,000,000
Cabot Elementary Feasibility Study (#421-13)	-	1,000,000	-	1,000,000
Angier Elementary School Construction (#286-13(2))	-	36,750,000	(5,000,000)	31,750,000
Total Bonds Authorized and Unissued:	\$ 29,939,446	\$ 45,778,296	\$ (22,296,200)	\$ 53,421,542

Governmental - General Fund
Governmental - Community Preservation Fund
Sewer Utility Fund
Water Utility Fund
Total Authorized and Unissued Debt by Funding Source:

	\$ 40,368,414
	3,531,728
	9,521,400
	\$ 53,421,542



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#204-14
Telephone
(617) 796-1100
Facsimile
(617) 796-1113
TDD/TTY
(617) 796-1089
E-mail
swarren@newtonma.gov

May 12, 2014

Honorable Board of Aldermen
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

RECEIVED
Newton City Clerk
2014 MAY 12 PM 4:48
David A. Olson, CMC
Newton, MA 02459

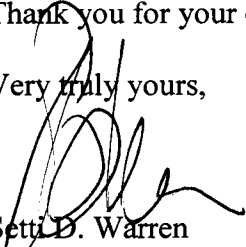
Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to authorize the following appropriation and authorize a general obligation borrowing of an equal amount for the purpose of replacing the staircase at the Bigelow Elementary School in accordance with the City's Capital Improvement Plan.

<u>Item</u>	<u>Amount</u>
Replacement of Bigelow Elementary School Stairs	\$465,000

Thank you for your consideration of this matter.

Very truly yours,


Setti D. Warren
Mayor

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE



PUBLIC BUILDINGS DEPARTMENT

Josh Morse, Building Commissioner

Telephone (617) 796-1600

FAX (617) 796-1601

TTY: (617) 796-1608

52 ELLIOT STREET

NEWTON HIGHLANDS, MA 02461-1605

Setti D. Warren

Mayor

May 5, 2014

Mayor Setti D. Warren
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

RE: Bigelow Main Entry Construction Funding

Dear Mayor Warren:

The Public Buildings Department respectfully requests \$465,150.00 for construction funding to make the necessary repairs to the main entry plaza, handicap ramp and stairs at Bigelow Middle School.

Sincerely,

Josh Morse
Public Buildings Commissioner

cc: Maureen Lemieux, Chief Financial Officer
Alex Valcarce, Program Director

Bigelow Entry

Lambrian Const. bid	\$443,000.00
Contingency @ 5%	<u>\$ 22,150.00</u>
Total cost	\$ 465,150.00

City of Newton, Massachusetts
 Purchasing Department
 Comparison of Bids

INVITATION FOR BID #14-105
 Bigelow Middle School Entrance Repairs & Reconstruction

Bid Opening Time: 12:00 PM, April 10, 2014
 Public Buildings - Paul Ferolito

BIDDERS	Lambrian Construction	Rinaldi, Inc.
Bigelow Middle School Entrance Repairs & Reconstruction	\$443,000.00	\$447,700.00

Alternate 1	\$4,000.00	\$25,000.00	\$472,700.00
Alternate 2	\$36,000.00	\$79,000.00	\$551,700.00

Award Recommended to:

Lambrian Construction

N/A

Alternate 1

N/A

Alternate 2



Department Head

Date

Chief Procurement Officer

Date

Mayor or his designee

Date

Notes Regarding Specific Bids

City of Newton



Setti D. Warren
Mayor

PUBLIC BUILDINGS DEPARTMENT

Joshua R. Morse, Commissioner
Telephone (617) 796-1600
FAX (617) 796-1601
TTY (617) 796-1089
52 ELLIOT STREET

NEWTON HIGHLANDS, MA 02461-1605

APPROVED

[Handwritten signature]

May 8, 2014

The Honorable Setti D. Warren
Mayor
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

RECEIVED
Newton City Clerk
2014 MAY 16 AM 10:08
David A. Olson, CMC
Newton, MA 02459

Re: Carr Elementary School Renovation Project Budget Re-Allocations

Dear Mayor Warren:

The Public Buildings Department is requesting a re-allocation of the Carr Elementary School Renovation Project Budget as per the attached spreadsheet to replenish funds for Mayor's Contingency Budget Line as well as to cover the cost of various project related expenses.

Below is a summary, by Budget Line Item, of the requested Transfers:

- \$40,000 from Electricity to Public Property Repair & Maintenance
- \$ 5,000 from Building System Commissioning to Mayor's Contingency
- \$ 5,120 from Building System Commissioning to Consultants
- \$87,800 from Board of Aldermen Contingency to Mayor's Contingency

A revised Project Budget is also attached for your information and use.

At this time, the total Project Contingency allocated will be \$237,800 or approximately 2.2% as follows:

Change Orders #1 - #5	\$33,025.00
Contract Adjustment due to re-bid of Plaster & Elevator Sub-Bids	\$52,790.00
Testing Services	\$ 5,000.00
Asbestos Material Disposal	<u>\$ 1,900.00</u>
Sub-Total	\$92,715.00
 Change Orders being Negotiated	 \$ 57,285.00
 Potential Unforeseen Issues during summer	 \$ 87,800.00

Should you have any questions, please feel free to contact my office.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Morse', written over the printed name.

Joshua R. Morse
Commissioner of Public Buildings

CC: Maureen Lemieux, Chief of Staff/CFO
Dori Zaleznick, Chief Administrative Officer

5/8/2014

CARR ELEMENTARY SCHOOL RENOVATION PROJECT BUDGET

530205 CLERK OF THE WORKS CONTRACTUAL SERVICES
 52409 PUBLIC PROPERTY R & M (PLAYGROUND MOVE)
 5210 ELECTRICITY
 5301 CONSULTANTS
 530202 ARCHITECTURAL SERVICES
 530219 BUILDING SYSTEM COMMISSIONING
 5825 GENERAL CONTRACTOR
 5793 CONSTRUCTION ISSUE CONTINGENCY
 5795 UNDISTRIBUTED PROJECT BUDGET
 58520 TELEPHONE COMM EQUIP
 585FFE FURNISHINGS, FIXTURES & EQUIPMENT

	INITIAL CONSTRUCTION BID BUDGET PER BO #138-13	BUDGET APPROPRIATION REVISIONS 5/7/2014	AMENDED BUDGET 5/7/2014
	\$ 55,000.00	\$ -	\$ 55,000.00
	\$ -	\$ 40,000.00	\$ 40,000.00
	\$ 40,000.00	\$ (40,000.00)	\$ -
	\$ 2,500.00	\$ 10,120.00	\$ 12,620.00
	\$ 1,160,376.00	\$ -	\$ 1,160,376.00
	\$ 39,000.00	\$ (10,120.00)	\$ 28,880.00
	\$ 10,835,000.00	\$ 108,669.00	\$ 10,943,669.00
	\$ 150,000.00	\$ (20,869.00)	\$ 129,131.00
	\$ 287,800.00	\$ (87,800.00)	\$ 200,000.00
	\$ 70,000.00	\$ -	\$ 70,000.00
	\$ 105,000.00	\$ -	\$ 105,000.00
TOTAL REVISED PROJECT BUDGET	\$ 12,744,676.00	\$ 0.00	\$ 12,744,676.00

TOTAL REVISED PROJECT BUDGET

David A. Olson, CMC
 Newton, MA 02459

2014 MAY 16 AM 10: 08

RECEIVED
 Newton City Clerk

#138-13(3)

CITY OF NEWTON, MASSACHUSETTS
 SCHOOL IMPROVEMENT FUND
 CARR ELEMENTARY SCHOOL RENOVATION PROJECT
 BUDGET TO ACTUAL REPORT
 LEGAL LEVEL OF CONTROL

	Original Budget BO# 113-12	BO# 321-12	Other revisions	BO# 138-13	Amended Budget	Actual Revenue/Expended	Encumbered	Balance
BOND SALE PROCEEDS	\$ 300,000.00	695,558.00	-	11,749,118.00	12,744,676.00	12,744,558.00	-	\$ 118.00
Total Financing Budget	300,000.00	695,558.00	-	11,749,118.00	12,744,676.00	12,744,558.00	-	118.00
CONTRACTUAL SERVICES	-	-	-	55,000.00	55,000.00	54,604.44	395.56	-
CONSTRUCTION CLERK OF THE WORKS	-	-	-	55,000.00	55,000.00	54,604.44	395.56	-
CONSULTANTS	-	-	7,500.00	-	7,500.00	7,206.00	294.00	-
ARCHITECTURAL SERVICES	300,000.00	695,558.00	(2,500.00)	167,318.00	1,160,376.00	1,046,568.85	100,322.15	13,485.00
BLDG SYSTEM COMMISSIONING	-	-	-	39,000.00	39,000.00	13,701.69	-	25,298.31
ELECTRICITY	-	-	-	40,000.00	40,000.00	-	-	40,000.00
MAYOR'S CONTINGENCY	-	-	(113,669.00)	150,000.00	36,331.00	-	-	36,331.00
BOARD OF ALDERMEN CONTINGENCY	-	-	-	287,800.00	287,800.00	-	-	287,800.00
GENERAL CONTRACTOR	-	-	108,669.00	10,835,000.00	10,943,669.00	8,549,891.94	2,373,823.06	20,954.00
SPRINKLER SYSTEMS	-	-	-	-	-	-	-	-
COMMUNICATIONS EQUIPMENT	-	-	-	70,000.00	70,000.00	603.90	16,966.34	52,429.76
FURNITURE/FIXTURES/EQUIPMENT	-	-	-	105,000.00	105,000.00	-	-	105,000.00
Total Expenditure Budget	\$ 300,000.00	\$ 695,558.00	\$ -	\$ 11,749,118.00	\$ 12,744,676.00	\$ 9,672,576.82	\$ 2,450,801.11	\$ 581,298.07

#198-14



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

Telephone
(617) 796-1100

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E-mail
swarren@newtonma.gov

May 12, 2014

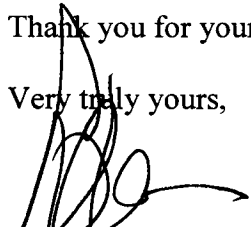
Honorable Board of Aldermen
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to transfer the sum of \$50,000 currently held by the City of Newton in a Trust Fund for the benefit of the Newton Highlands Community Development Center to the NHCDC.

Thank you for your consideration of this matter.

Very truly yours,


Setti D. Warren
Mayor

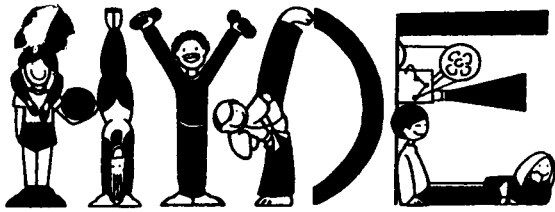
RECEIVED
Newton City Clerk
2014 MAY 12 PM 4:48
David A. Olson, CMC
Newton, MA 02459

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE



HYDE COMMUNITY CENTER

"The Heart of the Highlands"

P.O. Box 6101 #198-14
Newton Highlands, MA 02161

Dear Mayor Warren:

I am writing to request that the City transfer to the Newton Highlands Community Development Center custody of a \$50,000 Trust Fund presently held by the City for the benefit of the NHCDC.

As you know, the NHCDC owns and operates the very successful Hyde Community Center in Newton Highlands. The Hyde Community Center is the gymnasium of the former Hyde Elementary School. That school was closed in June 1984, and the entire site was the subject of a reuse study under the City of Newton real property reuse ordinance. As a result of that study, the property was divided into three parcels in 1985: one for market-rate housing (the "old" Hyde School classroom building, which opened in 1895, and had been severely damaged by fire in 1981); one for low-income housing for people with physical disabilities (the "new" Hyde School classroom building that had been completed in 1908); and one for a community center for the Newton Highlands neighborhood (the gymnasium, a 1967 addition to the new Hyde School).

The NHCDC was designated the recipient of title for the gymnasium, and has operated the facility as the Hyde Community Center, a multi-use center for community events and programs the NHCDC sponsors (playgroups for young children, gym nights for elementary and teenage students, the Highlands After School Program for middle-school students, exercise programs for seniors, meetings, dances, and the annual Newton Highlands Village Day) and related activities. The Hyde Community Center is the City polling place for Ward 5, Precinct 2 and Ward 6, Precinct 3. To generate income to maintain the Hyde Community Center and support its community activities, the Center is rented on an hourly basis to nonprofit groups (which sponsor basketball and similar athletic activities), private individuals (for basketball groups and children's birthday parties and other social events), and other users. No City funds are provided to maintain the Hyde Community Center or the programs the NHCDC sponsors itself, although because the Hyde Community Center has become such an important resource for Newton Highlands and all of Newton, several City-sponsored programs are offered at the Center.

The April 1, 1985, Board Order (#203-84) that authorized disposition of the entire Hyde School site required the purchaser "to put in an escrow fund the sum of \$50,000 which sum shall be paid *directly* to the Newton Highland Community Development Corporation" or another community-based nonprofit organization (emphasis added). The Board Order further provided that the sum of \$50,000 was to be held in trust with the earnings devoted to support the public use of the facility for community activities (including use as a City polling place).

Owned and operated by the Newton Highlands Community Development Corporation
a non-profit volunteer organization

527-HYDE

In fact, however, the sum was not paid directly to the NHCDC, as required by the Board Order, but was instead paid to the City of Newton, where it has been held in trust pursuant to the terms of an Escrow Trust Agreement dated October 27, 1987. That Agreement is among the City of Newton, the purchaser of the property (Hyde School Associates), and the NHCDC. The Agreement provides that City of Newton Comptroller be the custodian of the Trust Fund and the City's Building Commissioner be the Trustee of the Trust Fund. The Escrow Trust Agreement states that an "essential goal" of the reuse and redevelopment of the Hyde School site was for the NHCDC to have the ability "independently and without subsequent support from either the City or the [Hyde School] Associates . . . to maintain and operate the gymnasium and the land pertaining thereto as a nonprofit multi-purpose community center" The Escrow Trust Agreement provides, in ¶ 12, that after five years it may be modified or amended by a writing signed only by the City and the NHCDC, and that such modifications or amendments would not require assent by Hyde School Associates.

Now, more than 25 years later, the Hyde Community Center is a thriving and financially sound nonprofit organization that provides programs to people of all ages in the neighborhood of Newton Highlands and greater Newton as well. Whatever reason led to the diversion to a City Trust Fund of the \$50,000 that the 1985 Board Order mandated by paid "directly" to the NHCDC, it is time now to observe the Board's mandate and to arrange for the funds, plus any accumulated interest that has not been disbursed to the NHCDC, to be transferred to be held by the NHCDC. It is clear in 2014 that the NHCDC is a capable and responsible organization that can hold custody of the Trust Fund, and use the earnings on the Trust Funds to support the community activities the Hyde Community Center offers.

The NHCDC therefore respectfully requests that the City enter into an amendment of the Escrow Trust Agreement to provide that the NHCDC, rather than the City Treasurer, be the custodian of the Trust Fund and that an officer of the NHCDC, rather than the City Building Commissioner, be designated as the Trustee of the Trust Fund.

We look forward to your decision on this request, and, if you approve, are committed to working cooperatively with the City to accomplish these amendments.

Sincerely,



David Montanari, President
Newton Highlands Community
Development Corporation



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#199-14
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RECEIVED
Newton City Clerk
2014 MAY 12 PM 4:47
David A. Olson, CMC
Newton, MA 02459

May 12, 2014

Honorable Board of Aldermen
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to transfer the sum of \$40,000 from FY2014 Budget Reserve to Acct # 0110103-58515 Office Furniture to replace broken or missing polling furniture and equipment.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE

City Clerk

David A. Olson, CMC

City of Newton



Mayor Setti Warren
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

April 30, 2014

Dear Mayor Warren,

During this fiscal year, the City was reimbursed \$68,530 for the 2013 US Senate Special Election and \$4,720 of unused salary for the 10th Middlesex Representative. These reimbursements went directly to the General Fund. I am asking for \$40,000 of these funds to be used by my office to purchase new polling booths and tables to replace broken or missing polling equipment at a variety of polling locations around the City. Also, this fall we will be moving two polling locations: the double precinct at Zervas School to the Waban Branch Library, and the precinct at the Cabot School to Cabot Park Village. I would like to outfit these two new locations with new equipment. The still usable equipment from Zervas and Cabot will be redistributed to other polling locations to replace broken or missing equipment. The balance of the money will be used to replace broken or missing booths and tables at a variety of locations around the City.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Olson".

David A. Olson
Newton City Clerk



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#194-14

Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

May 12, 2014

Honorable Board of Aldermen
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to transfer the sum of \$119,259.46 from FY2014 E-Rate Receipts – Schools to the Newton Public Schools.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

RECEIVED
Newton City Clerk
2014 MAY 12 PM 5:05
David A. Oison, CMC
Newton, MA 02459

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE

NEWTON PUBLIC SCHOOLS

100 Walnut Street, Newtonville, MA 02460

AREA CODE (617) 559-9025

Memorandum

TO: David Fleishman, Superintendent
School Committee

FROM: Sandra Guryan, Deputy Superintendent/Chief Administrative Officer

DATE: April 7, 2014

RE: E-Rate Funds for School Technology Spending

This memo serves as a request that the School Committee make a request of the Mayor that E-Rate funds collected through March 2014 be appropriated to the School Department.

Attached is a detailed request from Leo Brehm, Director of Information Technology and Libraries, for district technology purchases to be made using the funds received from E-Rate (Universal Service Discount) reimbursements. The new funds will be used to begin the building of a secondary data center for the purpose of disaster recovery and continuity and to increase wireless access throughout the schools. The FY14 funds collected year-to-date total \$119,259.46. Per agreement with the Board of Aldermen, the School Committee must request appropriation of these funds for the purpose of purchasing technology items. I have enclosed the April 29, 1998 memo with this provision and agreement. Since FY99, \$1,413,943 has been received. This request for computer equipment has been prepared by Leo Brehm in keeping with the current technology plan for Newton. Please see the table on the next page for a listing of all E-rate funds received and appropriated from FY99 to the present.

In order to access these funds, the School Committee may vote to request them from the Board of Aldermen. After such vote, the School Committee must send a letter to the Mayor and Board of Aldermen requesting that this item be placed on the docket.

Attachments

- cc: David Wilkinson, Comptroller
- Robert Rooney, Chief Operating Officer
- Maureen Lemieux, Chief Financial Officer
- Leo Brehm, Director of Information Technology and Libraries

	E-Rate Funds Received	E-Rate Funds Appropriated
FY99	\$78,397	\$0
FY00	\$78,505	\$0
FY01	\$65,220	\$193,646
FY02	\$73,470	\$63,112
FY03	\$31,923	\$69,338
FY04	\$74,242	\$45,745
FY05	\$0	\$29,916
FY06	\$51,467	\$0
FY07	\$72,639	\$124,106
FY08	\$18,020	\$0
FY09	\$191,190	\$0
FY10	\$130,841	\$201,497
FY11	\$96,678	\$235,232
FY12	\$212,666	\$212,666
FY13	\$119,426	\$119,426
FY14	\$119,259	\$119,259 - requested
Total	\$1,413,943	\$1,413,943



Leo G Brehm II
Director of Information Technology and Libraries
NEWTON PUBLIC SCHOOLS
100 Walnut Street,
Newtonville, MA 02460-1398
Phone: 617-559-6190
Fax: 617-559-6191

April 7, 2014

To: Dr. David A. Fleishman
Superintendent of Schools

From: Leo Brehm

Date: April 3, 2014

Subject: E-Rate Funds Request

The purpose of this memo is to request \$119,259.46 in FY14 E-Rate funds received year-to-date. We plan to begin the building of a secondary data center for the purpose of disaster recovery and business continuity. The services we will target first will be those mission critical to the operation of the school department including student information, point of sale, and communication services.

In addition, with the recent addition of 1000 new computers and tablets to meet the PARCC requirements and the new goals for technology that we have established, we need to keep up the demand on our network by increasing our wireless access throughout the district. The funds will also be used to increase capacity of the wireless infrastructure in all buildings throughout the district to keep up with the ever-increasing use of mobile devices and computers.

Please let me know if you have any questions about this request.

Sincerely,

Leo G. Brehm II

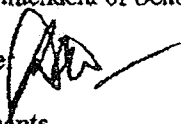
cc: Sandra Guryan

COMPTROLLER'S OFFICE

1000 Commonwealth Avenue
Newton, Massachusetts 02159
(617) 552-7088

April 29, 1998

TO: Janet Goldrick, Acting Superintendent of Schools

FROM: David Wilkinson, Comptroller 

SUBJECT: Federal E-rate Reimbursements

Thank you for inviting me to the E-rate meeting at the Education Center yesterday afternoon. The purpose of this communication is to confirm my understanding of the financial accounting and reporting issues of this program.

Vendor Payment:

It is my understanding that the School Department will pay vendors the full cost of purchases potentially eligible for reimbursement under the E-rate program. The vendor will make application for reimbursement from the *Schools and Libraries Corporation* and will pass this refund on to the School Department. As I understand it the School Department will enter into a written agreement with each vendor to insure that any and all rebates that are granted will be passed along to the School Department in full. This agreement will be reviewed by the City Solicitor's Office to make certain that it is legally binding upon the vendor.

In order to avoid losing track of rebates that are owed to the City, I would recommend that employees of the School Department provide the Comptroller's Office with written notification of the dollar amount of each expected rebate, by vendor, at the point that it becomes known that a rebate is owed to the School Department. We will use this information to record an account receivable on the City's books, which can be monitored until such time as the rebate is actually received.

E-rate Cash Receipts:

All rebated cash receipts are City of Newton revenues, and can not be spent without an appropriation by the Mayor and Board of Aldermen. All rebate checks must be forwarded to the City Treasurer's Office, along with a standard cash receipt schedule, within one week of receipt. All E-rate cash receipts should be coded to Receipts Reserved for Appropriation account 14K301-4890.

The new receipts reserved for appropriation account will be used exclusively to account for E-rate reimbursements. As E-rate reimbursements are received, they will be deposited in this account, which will serve as a source for future technology appropriations. The appropriations can be requested of the Mayor and Board as frequently as you wish.

Funds appropriated from the E-rate Receipts Reserved for Appropriation account will be accounted for in the School Technology special appropriation section of the City's general ledger. This will insure that the funds are only used for school technology purposes. The specific expense budget account numbers will be provided to you within the text of the board order, which is used to appropriate the funds.

Please give me a call if you have any questions about these procedures.

Cc: Steve Cirillo
Don Jensen
Powers & Sullivan, CPA

COMPTROLLER'S OFFICE

DATE: 04/02/2014
TIME: 12:02:01

CITY OF NEWTON, MASSACHUSETTS
REVENUE STATUS REPORT

REVST11

SELECTION CRITERIA: revledgr.key_orgn='14I301' and revledgr.account='4800'

ACCOUNTING PERIOD: 10/14

SORTED BY: MAJOR PROGRAM, PROGRAM, 1ST SUBTOTAL, ACCOUNT

TOTALED ON: MAJOR PROGRAM, PROGRAM, 1ST SUBTOTAL
PAGE BREAKS ON: MAJOR PROGRAM

MAJOR PROGRAM-99 PUBLIC EDUCATION

PROGRAM-14I301 SCHOOL E-RATE RECEIPTS
1ST SUBTOTAL-4800 MISCELLANEOUS REVENUE

ACCOUNT - - - - -	TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE REVENUE	AVAILABLE BALANCE	YTD/ BUD
4800	MISCELLANEOUS REVENUE	.00	.00	.00	119,259.46	-119,259.46	.00
TOTAL	MISCELLANEOUS REVENUE	.00	.00	.00	119,259.46	-119,259.46	.00
TOTAL	SCHOOL E-RATE RECEIPTS	.00	.00	.00	119,259.46	-119,259.46	.00
TOTAL	PUBLIC EDUCATION	.00	.00	.00	119,259.46	-119,259.46	.00
TOTAL	REPORT	.00	.00	.00	119,259.46	-119,259.46	.00

- Ward
- I Ellen Gibson
- II Margaret Albright
- III Angela Pitter-Wright
- IV Diana Fisher Gomberg
- V Steven Siegel
- VI Ruth Goldman
- VII Mathew Hills, Chairperson
- VIII Margie Ross Decter, Vice-Chairperson

Newton School Committee
 100 Walnut Street
 Newtonville, MA
 Tel (617) 559-6110
 Fax (617) 559-6101
 www.newton.k12.ma.us
 schoolcommittee@newton.k12.ma.us

Mayor Setti Warren
 Ex officio



April 8, 2014

Mayor Setti Warren
 Newton City Hall
 1000 Commonwealth Ave.
 Newton Centre, MA 02459

Dear Mayor Warren:

At the meeting of 4/7/14, the School Committee voted to approve the request for \$119,259.46 for school technology purchases from e-rate reimbursement funds collected during FY14 to date. As you will note from the attached memos, this money will be used to begin the building of a secondary data center for the purpose of disaster recovery and continuity and to increase wireless access throughout the schools.

This request and the recommended uses for the funding are within the prescribed process and policy on use of E-rate funds, as referenced in the attached memorandum from David Wilkinson.

The Committee requests that you docket this before the Board of Aldermen for their approval. Please do not hesitate to contact me if you have any questions.

Sincerely,

Matt Hills
 Matt Hills
 Chairperson

- c: David Fleishman, Superintendent
- Sandra Guryan, Deputy Superintendent/Chief Administrative Officer
- Leo Brehm, Director of Information Technology
- Bob Rainville, Manager of Information Systems
- David Wilkinson, Comptroller
- Robert Rooney, Chief Operating Officer
- Maureen Lemieux, Chief Financial Officer ✓

Attachments

MH/djr



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#192-14
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May 12, 2014

Honorable Board of Aldermen
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Ladies and Gentlemen:

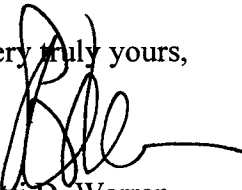
I write to request that your Honorable Board docket for consideration a request to accept and authorize the expenditure of \$200,000 of "Our Common Backyard" reimbursable grant funding, and transfer the sum of \$50,000 from FY15 Budget Reserve to the Parks & Recreation Budget for the purpose of funding the City share of the Emerson Playground project.

Additionally, I request that your Honorable Board approve the following requirements of the "Our Common Backyard" grant program:

- Confirm that the Emerson Playground is in the custody of the Parks and Recreation Commission;
- Dedicate the Emerson Playground as park land pursuant to the provisions of G.L. c.45, sec. 3; and
- Authorize submission of the "Our Common Backyards" grant application for the Emerson Playground.

Thank you for your consideration of this matter.

Very truly yours,


Setti D. Warren
Mayor

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



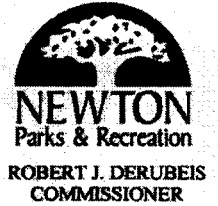
DEDICATED TO COMMUNITY EXCELLENCE



SETTI D. WARREN
MAYOR

NEWTON PARKS AND RECREATION DEPARTMENT

124 Vernon St, Newton, MA 02458
Office: (617) 796-1500 / Fax: (617) 796-1512
TDD/TTY: (617) 796-1089
parks@newtonma.gov



April 30, 2014

Honorable Mayor Setti D. Warren
Newton City Hall
1000 Commonwealth Ave
Newton, MA 02459

Dear Mayor Warren:

The Our Common Backyards grant program is a grant program aimed at building a new playground or spray park in cities throughout the Commonwealth. Each community is eligible for up to \$200,000 in grant assistance. The Parks & Recreation Department submitted a proposal to develop the play space at Emerson Playground with a proposed cost of \$250,000.00. We are delighted to report that the Secretary of Energy and Environmental Affairs has approved the funding of Emerson Playground through Our Common Backyards grant program. This project will design and construct a children's play area, including play structures, swings, resilient surfacing, trees, picnic tables, benches and an accessible walkway.

On Monday, April 28th the P & R Commission was notified of the grant received for Emerson Playground and made the following motion:

Mr. Tucker made the following three part motion:

The P & R Commission accepts the Our Common Backyards grant money for Emerson Playground and requests the Board of Alderman and Mayor Warren also accept the urban grant money; the P & R Commission confirms that Emerson Playground is in the custody of the P & R Commission and Emerson Playground be dedicated as park land.

Mr. Neville seconded the motion. Motion passed 8-0.

As the Board of Alderman must approve funding 100% of the project prior to contract signing, I am writing to respectfully request that you docket with the Honorable Board of Alderman for consideration a request for \$250,000 to fund this project, with the stipulation that the State will reimburse \$200,000 of the costs.

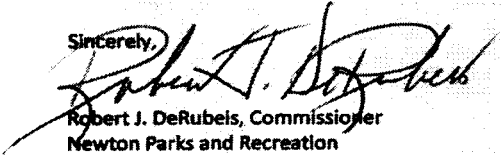
In addition to appropriating the entire project cost of \$250,000, I am also requesting the Board of Alderman approve several other requirements of the Our Common Backyards grant program as follows:

- a. Confirming that the Emerson Playground is in the custody of the Parks and Recreation Commission;
- b. Dedicating the Emerson Playground as park land pursuant to the provisions of G.L. c. 45, sec. 3; and
- c. Authorizing submission of the Our Common Backyards grant application for the Emerson Playground.

Again, these three requests are made to satisfy grant requirements imposed by the Executive Office of Energy and Environmental Affairs as part of the grant award.

Thank-you for your consideration in this matter.

Sincerely,


Robert J. DeRubels, Commissioner
Newton Parks and Recreation

Cc: Maureen Lamleux, Chief Financial Officer, Chief of Staff
Carol Scheln, Open Space Coordinator

COMMISSION
MEMBERS

WARD 1 - BETHEL CHARKOUDIAN
WARD 2 - ARTHUR MAGNI, CHAIRMAN
WARD 3 - PETER JOHNSON

WARD 4 - FRANCIS J. RICE
WARD 5 - BYRON DUNKER
WARD 6 - ANDREW STERN

WARD 7 - RICHARD TUCKER, VICE-CHAIR
WARD 8 - DONALD FISHMAN
SECRETARY - ROBIN MCLAUGHLIN

ALTERNATES: MICHAEL CLARKE, PETER KASTNER, JACK NEVILLE,

WWW.NEWTONMA.GOV/GOV/PARKS



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#193-14

Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

May 12, 2014

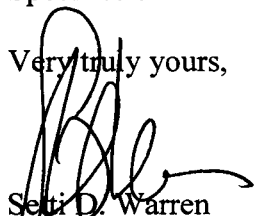
Honorable Board of Aldermen
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to authorize the expenditure of \$5,500 from account #0110893-5725 Claims/Settlements as full and final settlement of Safety Insurance Company v. City of Newton, Claim SUCV 2011-3313, City of Newton File No. 10-451.

Specifics of the claim are attached. Thank you for your consideration of this matter.

Very truly yours,


Setti D. Warren
Mayor

David A. Olson, CMC
Newton, MA 02459

2014 MAY 12 PM 4:48

RECEIVED
Newton City Clerk

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE

LAW DEPARTMENT



CITY OF NEWTON, MASSACHUSETTS

CITY HALL

1000 COMMONWEALTH AVENUE

NEWTON CENTRE, MA 02459

TELEPHONE (617) 796-1240

FACSIMILE (617) 796-1254

CITY SOLICITOR

DONNALYN B. LYNCH KAHN

ASSOCIATE CITY SOLICITOR
OUIDA C.M. YOUNG

ASSISTANT CITY SOLICITORS

MARIE M. LAWLOR
ANGELA BUCHANAN SMAGULA
ROBERT J. WADDICK
MAURA E. O'KEEFE
JEFFREY A. HONIG
ALAN D. MANDL
JULIE B. ROSS

April 30, 2014

Mayor Setti D. Warren and Board of Aldermen
City of Newton
1000 Commonwealth Avenue
Newton Centre MA 02459

Re: *Safety Insurance Company v. City of Newton*
SUCV 2011-3313
City of Newton File No. 10-451

Dear Mayor Warren and Honorable Board of Aldermen:

On August 26, 2010 a vehicle, owned and operated by the City of Newton, collided with a vehicle owned by Melissa Sack. At the time of the collision, Ms. Sack's vehicle was legally parked and unoccupied along Beacon Street, just west of the intersection with Centre Street. The collision caused significant damage to the left rear panel, the left rear tire, the undercarriage and the rear axle of Ms. Sack's vehicle.

A thorough investigation in the incident was conducted and it was determined that a court of competent jurisdiction would likely find the City liable for the total amount of damages claimed.

Safety Insurance Company, as subrogee of Ms. Sack, made a timely claim pursuant to chapter 258 of the General Laws for the cost of these damages in the amount of \$5,764.17. This claim was supported by documentary evidence. Safety Insurance Company subsequently filed a complaint against the City in Suffolk Superior Court, and the matter is now waiting to be scheduled for trial.

Therefore, I respectfully request that you docket this item seeking to appropriate \$5,500.00 from the Reserve Account and authorize the expenditure thereof as full and final settlement of this claim against the City of Newton.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Maura E. O'Keefe', written over the typed name.

Maura E. O'Keefe
Assistant City Solicitor

cc: Dori Zaleznik, Chief Administrative Officer
Maureen Lemieux, Chief Financial Officer and Chief of Staff

ITEM #214-12

Insert at the end of paragraph (c) DEPARTMENT OF INSPECTIONAL SERVICES of Section 20-21 **Enforcing persons and revised ordinances subject to civil fine**, the following language:

Sec. 5-22 Regulation of Public Nuisances: Keeping of Junk, Debris, Overgrown Vegetation

- () Any offense; days one (1) through seven (7)
that the violation continues \$100.00 per day

- () Any offense; days eight (8) through fourteen (14)
that the violation continues \$200.00 per day

- () Any offense; days fifteen (15) and each subsequent day thereafter
that the violation continues. \$300.00 per day

Item # 214-12 DRAFT FOR DISCUSSION PURPOSES 2/10/14

Add the following new section:

Sec. 5 - 22 Regulation of Public Nuisances: Keeping of Junk, Debris, Overgrown Vegetation.

- (a) *Purpose*: The purpose of this ordinance is to help protect the health, safety and welfare of the citizens by preventing neighborhood blight from the creation and maintenance of public nuisances on property detrimental to neighboring residents and properties.
- (b) *Regulation of Public Nuisance*: No owner or occupant of any lot in any residential district shall keep in the public view for more than sixty (60) days either, (1) any substantial amount of junk and debris, or (2) a condition of overgrown vegetation. Such keeping of a substantial amount of junk and debris or overgrown vegetation is declared to be a public nuisance if any of the following three criteria are also met:
 - (i) causes adverse effects on the health or safety of neighbors;
 - (ii) materially diminishes the reasonable use and enjoyment of any neighboring properties; or
 - (iii) produces a hazardous or harmful condition of private property, land or structures.

(c) *Definitions*:

Commissioner. The Commissioner of Inspectional Services or designee.

Substantial Amount of Junk or debris. Any materials or combination of materials including but not limited to scrap, metal, scrap construction materials, rags, plastics, batteries, paper trash, inoperable appliances, inoperable machinery, mattresses, tires, and dilapidated or decayed furniture unusable for its intended purpose, which occupies more than 375 cubic feet in the aggregate on any one lot in a residential district.

A condition of overgrown vegetation. Any weeds, grass, bushes, or other shrubbery which are so untrimmed or unkempt that they present a reasonable expectation of harboring or attracting rats and vermin, or concealing pools of stagnant water.

Public view. Viewed from public property or ways or is visible from multiple privately owned properties.

- (d) *Regulatory authority*. The Commissioner or designee has the authority to promulgate rules and regulations necessary to implement and enforce this section.
- (e) *Enforcement*. The Commissioner or designee shall enforce the provisions of this section, including any rule or regulation promulgated hereunder, and shall institute all necessary administrative or legal action to assure compliance.

- (f) *Notice of violation.* The Commissioner or designee shall issue a written notice of any violation of this section to the owner or occupant of the lot. Said notice shall describe the prohibited condition and order that it be remedied within thirty (30) days of receipt of the notice. If such condition is not remedied within that time, the Commissioner may take action to impose the fines described in sec. 5-22 (g).

- (g) *Penalties.* Any violation of any portion of this section, including violations of any rules and regulations promulgated by the commissioner hereunder, shall be punishable by a fine of one hundred dollars (\$100.00) per day for days one through seven that the violation continues; two hundred dollars per day (\$200.00) for days eight through fourteen that the violation continues; and three hundred dollars (\$300.00) per day for each subsequent day the violation continues. Each day a violation continues shall constitute a separate offense. Where non-criminal disposition of this section by civil fine has been provided for in sections 20-20 and 20-21 of these revised ordinances, as amended, pursuant to the authority granted by G.L. c. 40, section 21D, said violation may be enforced in the manner provided in such statute. The civil penalty for each such violation is set forth in section 20-21(c).

- (h) Action under this section shall not bar any separate regulation by or action by any other City department for health, fire safety, building code or any other violations.

- (i) *Severability.* If any provision of this section is held to be invalid by a court of competent jurisdiction then such provision shall be considered severable from the remaining provisions, which shall remain in full force and effect.



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#195-14

Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

May 12, 2014

Honorable Board of Aldermen
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

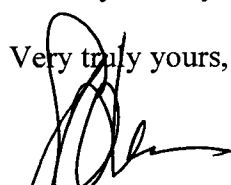
Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to authorize the creation of a gift account for the Veteran's Services Department in accordance with M.G.L. c. 44 § 53A for fiscal year 2015.

As indicated in the request by John MacGillivray, Veteran's Service Agent, this account will be used for the deposit of donations to be utilized to offset the costs associated with programming in connection with the Department of Veteran's Services.

Thank you for your consideration of this matter.

Very truly yours,


Setti D. Warren
Mayor

RECEIVED
Newton City Clerk
2014 MAY 12 PM 4:47
David A. Olson, Clerk
Newton, MA 02459

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE

City of Newton



Setti D. Warren
Mayor

DEPARTMENT OF VETERANS' SERVICES

John MacGillivray, VSO
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449

Telephone
617- 796-1092
Facsimile
617- 552-7063
TTY
617-796-1089

April 17, 2014

Mayor Setti D. Warren
Newton City Hall
1000 Commonwealth Ave.
Newton MA 02459

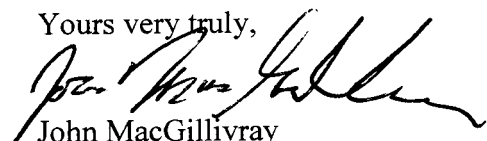
Dear Mayor Warren:

In order to best serve the needs and celebrate the accomplishments of the veterans served by the City's Veterans Services Department, I respectfully request that Your Honor docket an item with the Board of Aldermen, requesting the establishment of a gift account for use by the Veteran's Services Department. Said account would be dedicated for the deposit of donations to be used to offset the costs incurred for programming and any associated administrative expenditures.

I propose that the gift account become effective July 1, 2014, with an annual spending limit of \$30,000.

Thank you for your consideration in this matter.

Yours very truly,



John MacGillivray
Veterans Service Agent



Setti D. Warren
Mayor

City of Newton, Massachusetts
Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459

#196-14
Telephone
(617) 796-1120
Telefax
(617) 796-1142
TDD/TTY
(617) 796-1089
www.newtonma.gov

Candace Havens
Director


MEMORANDUM

May 1, 2014

TO: Maureen Lemieux, Chief Financial Officer
FROM: Candace Havens, Director of Planning and Development
SUBJECT: Board Approval for Continuum of Care Funds for use in FY14
CC: Dori Zaleznik, Chief Administrative Officer
Alice Walkup, Sr. Planner

RECEIVED
Newton City Clerk
2014 MAY 12 PM 4:49
David A. Olson, CMC
Newton, MA 02459

I wish to request authorization by the Board of Aldermen and its Finance Committee for expenditure of \$28,053 from Account 18EEE11414 for administrative costs related to the Continuum of Care program for use in FY14. Details of the City's roles and activities of the program are attached for your reference.


APPROVED



Setti D. Warren
Mayor

City of Newton, Massachusetts
Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459

#196-14
Telephone
(617) 796-1120
Telefax
(617) 796-1142
TDD/TTY
(617) 796-1089
www.newtonma.gov

Candace Havens
Director

MEMORANDUM

Date: May 1, 2014

To: Leonard Gentile, Finance Committee Chair
Members of the Finance Committee of the Board of Aldermen

From: Candace Havens, Director of Planning and Development
Rob Muollo, Interim Housing Programs Manager
Alice Walkup, Community Development Senior Planner

Re: Board of Aldermen authorization of \$28,053 for expenditure from Account 18EE11414 for Continuum of Care administration for FY14

Recommendation: Authorize expenditure of \$28,053 to offset salaries and benefits for Continuum of Care program administration for FY14.

Background:

The City of Newton is the Collaborative Applicant (lead agency) for the U.S. Department of Housing and Urban Development (HUD) Brookline Newton Waltham Watertown Continuum of Care (CoC). As such, the City is responsible for performing and/or coordinating numerous functions related to CoC compliance with HUD regulations. These functions include but are not limited to:

- Operating the CoC: hold membership meetings; establish a board selection process, develop and follow a governance charter; establish performance measures and take action against poor performers; report project outcomes to HUD (including the Annual Homelessness Assessment Report); establish and operate a centralized or coordinated assessment system; create and follow written standards for providing CoC assistance.
- Designating and Operating a Homeless Management Information System (HMIS): designate a single HMIS; manage the CoC's HMIS; monitor project participation in the HMIS; review and approve privacy, security and data quality plans.
- Conducting CoC Planning: coordinate the implementation of a housing and service system within the CoC's geographic area; conduct a Point-in-Time count of homeless persons (annually and an unsheltered count biennially) and an annual Housing Inventory Count; conduct an annual gaps analysis; provide information to complete the Consolidated Plan; consult with Emergency Shelter Grant (ESG) recipients.
- Responding to HUD's Annual Notice of Funding Availability (NOFA) for Homelessness Assistance Resources: maintain the CoC's Grant Inventory Worksheet; review and approve all project applications submitted in response to the NOFA; complete and submit the consolidated application for the entire CoC.

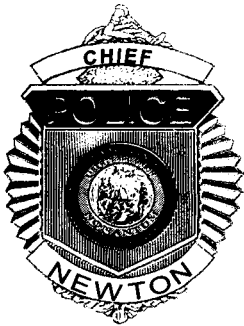
As a means to offset City staff salary for performance of the above activities on behalf of the CoC, the City has entered into interagency agreements (created in consultation with the City's Law Department) with all service providers operating projects within the CoC (Advocates, Inc., Pine Street Inn, Vinfen, The Second Step, and the Brookline Community Mental Health Center). The agreements initiate a 50% sharing with the City of all administration funds provided by HUD for operation of the projects. Based on the resources allocated by HUD, the City is to receive \$28,053 in administration sharing funds for use in FY14. David Wilkinson, City of Newton Comptroller, has created account number 18EE11414 for deposit of administration sharing funds received from the service providers.

Action Requested:

To docket for consideration as authorization is needed from the Board of Aldermen to allow for expenditure of the administration sharing funds in account 18EE11414 to offset City staff salary.



TELEPHONE
(617) 796-2101
FAX # (617) 796-3679



City of Newton Police Department

Office of the Chief of Police
HEADQUARTERS
1321 WASHINGTON STREET
NEWTON, MASSACHUSETTS 02465

HOWARD L. MINTZ
CHIEF OF POLICE

April 30, 2014

Mayor Setti Warren
Members of the Board of Aldermen

RECEIVED
Newton City Clerk
2014 MAY 13 PM 4:59
David A. Olson, CMC
Newton, MA 02459

I respectfully request to accept and expend \$29,715.00 from a grant received for bicycle and pedestrian enforcement. The Department of Transportation and the Metropolitan Area Planning Council awarded us this grant. We will begin this program immediately.

Thank you for your consideration.

Very truly yours,

Howard L. Mintz
Chief of Police

APPROVED



Contract for Professional Services

By and Between

Metropolitan Area Planning Council

and

The City of Newton Police Department

This agreement, dated April 29, 2014, is made and entered into by and between the METROPOLITAN AREA PLANNING COUNCIL ["MAPC"] a public body politic and corporate, established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws with its principal office at 60 Temple Place, Boston, Massachusetts, 02111, and the City of Newton Police Department ["SUBCONTRACTOR"], with its principal office at 1321 Washington Street, Newton, MA, 02465.

Witnesseth that the parties have AGREED as follows:

Article I

Description and Scope of the Work

1. The Subcontractor will provide increased enforcement of key high-crash intersections and collect relevant data as called for in MAPC's Scope of Work for Administering Bicycle-Pedestrian Enforcement Program for Seven Communities ["Scope of Work"], dated April 1, 2014, attached as Exhibit A incorporated herein, and further described in the City of Newton's FFY 2014 Pedestrian and Bicycle Traffic Enforcement Pilot Program Application ["Application"], attached as Exhibit B and incorporated herein.

Article II

Time of Performance

2. The Subcontractor shall commence work immediately upon execution of this Agreement and shall complete the enforcement program no later than November 30, 2014. Time shall be of the essence in relation to the Subcontractor's performance under this Agreement. Reasonable extensions may be granted at the sole discretion of MAPC, provided the justifying circumstances are beyond the reasonable control of the Subcontractor and without fault of the Subcontractor. Extensions shall be valid only when written and signed by MAPC's signatory to this Agreement or a properly authorized designee. In the event of such an extension, all other terms and conditions of this Agreement, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in writing.

Article III

Revisions in the Work to be Performed

3. If during the term of this Agreement, MAPC requires revisions or other changes to be made in the scope or character of the work to be performed, MAPC will promptly notify the Subcontractor. For any changes to the scope of work, the Subcontractor shall notify MAPC of associated costs in writing. The Subcontractor shall make the necessary changes only upon receipt of a written acceptance of the costs and a written request from MAPC in response to a draft deliverable or progress report.
4. MAPC will neither unreasonably request revisions nor unreasonably withhold final acceptance of work by the Subcontractor. Any revisions or changes requested by MAPC will not unreasonably depart from the current understanding of the nature and scope of the work to be performed.

Article IV

Payment for Services

5. MAPC shall reimburse the Subcontractor for services performed under the Scope of Work and Application. All payments must be allowable, allocable, reasonable and necessary to perform the Scope of Work. MAPC's total payment to the Subcontractor under this Agreement shall not exceed \$29,715, as stated in Exhibit B. This is a cost reimbursement contract. MAPC will only reimburse the Subcontractor after expenses are incurred.
6. The Subcontractor shall submit reimbursement requests to MAPC on a monthly basis, no later than the 15th of the month following the month in which expenses were incurred, using the form attached as Exhibit C and incorporated herein.

Final invoices are due December 31, 2014. If final invoices are not submitted by the date specified, MAPC will be unable to reimburse the Subcontractor for expenses incurred during the period of performance.

7. The Subcontractor shall maintain records of all project activities, including budget expenditures, and shall make such records available to MAPC upon request.

Article V

Incorporation of Additional Provisions

8. The Subcontractor acknowledges that it has read, understands and agrees to the relevant provisions in "Appendix A; Standard Title VI Assurance," attached as Exhibit D and incorporated herein. To the extent that such provisions apply to the work of any Subcontractor's employee, consultant or subcontractor for this Agreement, the Subcontractor agrees to bind such employee, consultant or subcontractor to such provisions

Article VI
Assignment

9. The parties shall not assign nor transfer their respective interests in this Agreement, in part or in whole, without the prior written consent of the other.

Article VII
Release of MAPC

10. In consideration of the execution of this Agreement by MAPC, the Subcontractor agrees that simultaneously with the acceptance of what MAPC tenders as the final payment under this Agreement, the Subcontractor will execute, and deliver a release of MAPC from all claims, demands, and liabilities arising from, growing out of, or in any way connected with this Agreement. It is agreed that the person who, in fact, executes and delivers said release, shall be authorized and empowered to execute and deliver the same on behalf of the Subcontractor.

Article VII
Indemnification

11. The Subcontractor shall indemnify, defend and hold harmless MAPC and all of its officers, agents and employees, against all suits, claims, demands and liabilities of every name and nature, both at law and in equity, based upon or arising out of any action taken by the Subcontractor in its performance of this agreement or upon the Subcontractor's failure to comply with the terms of this Agreement in the performance of its work, whether by it, its employees, or its Sub-Contractors.

Article IX
Insurance

12. The Subcontractor shall secure, and maintain in effect throughout the term of this Agreement, insurance adequate to meet its obligations hereunder and shall provide MAPC with certification of such, if requested.

Article X
Severability

13. In the event any provision of this Agreement is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the Agreement shall remain and continue in full force and effect.

Article XI
Termination of Agreement

14. MAPC or the Subcontractor may terminate this Agreement upon immediate written

notice should the other party fail to perform substantially in accordance with the terms of the Agreement with no fault attributable to the other.

15. In the event of a failure to materially perform by the **Subcontractor**, the notice of such breach shall be accompanied by the nature of the failure, and shall set a date by which the **Subcontractor** shall cure the failure. If the **Subcontractor** fails to cure within the time as may be required by the notice, **MAPC** may at its option, terminate the Agreement.
16. In the event of a failure to materially perform by **MAPC**, the **Subcontractor** shall provide written notice of such breach and the reason therefore prior to taking any further action and the time, thirty days or more, to cure such failure.
17. Notwithstanding any language to the contrary within this Agreement, **MAPC** may terminate this agreement without cause at any time, effective sixty days beyond a termination date stated in a written notice of termination. In the event of termination, the **Subcontractor** shall be compensated for work product and services performed prior to the date of termination. In no event shall the **Subcontractor** be entitled payment for any services performed after the effective date of termination, and under no circumstances shall the total price paid under the contract exceed the amount referenced in paragraph five (5).

Article XII

Compliance with Conflict of Interest Laws

18. The **Subcontractor** warrants and represents to **MAPC** that, to the best of its knowledge, no officer or employee of **MAPC** who has participated in the preparation or negotiation of this Agreement, or who will participate in the execution of this Agreement, nor such employee's spouse, parents, children, brothers or sisters, partner, any business organization in which he or she is serving as officer, director, trustee, partner or employee, nor any person with whom he or she is negotiating or has any arrangement concerning prospective employment, has a financial interest in this Agreement, except as permitted under Massachusetts General Laws, Chapter Two Hundred Sixty-Eight A, Section Six. The **Subcontractor** further warrants and represents to **MAPC** that, to the best of its knowledge, no employee of **MAPC** has a financial interest, either directly or indirectly, in the Agreement except as permitted under Massachusetts General Laws, Chapter Two Hundred Sixty-Eight A, Section Seven.

Article XIII

Governing Law and Jurisdiction

19. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Both parties agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this Agreement.

Article XIV
Complete Agreement

20. This Agreement, and the Exhibits attached hereto and incorporated herein constitute a total agreement of the parties and supersede all prior agreements and understandings between the parties, and may not be changed unless agreed upon in writing by both parties.

Article XV
Subcontractor Status

21. The Subcontractor, or any employees of the Subcontractor are under no circumstances employees, agents, or representatives of MAPC.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date written below.

For the METROPOLITAN AREA PLANNING COUNCIL

X _____

Date: _____

Name: Marc Draisen

Title: Executive Director

For the CITY OF NEWTON POLICE DEPARTMENT

X Howard I. Mintz

Date: 4-29-14

Name: Howard Mintz

Title: Chief of Police

EXHIBIT A



Smart Growth & Regional Collaboration

April 1, 2014

To: Bonnie Polin, AICP, MassDOT Highway Division
From: Chris Kuschel, MAPC

RE: Scope of Work for Administering Bicycle-Pedestrian Enforcement Program for Seven Communities

Project Partners

MassDOT Highway Division
 City of Cambridge
 City of Lynn
 City of Newton
 City of Quincy
 City of Salem
 City of Somerville
 City of Watertown

MAPC Project Supervisors

Principal: Eric Bourassa
 Manager: Chris Kuschel

Background

The Secretary of MassDOT issued the Healthy Transportation Policy Directive in September, encouraging mode shift to walking, cycling and transit use. "Pedestrians" is a strategic emphasis area in the Strategic Highway Safety Plan (SHSP) accounting for approximately 17% of all fatalities and 14% of all hospitalizations from 2004-2011. Additionally, "Bicycles" is a Proactive Emphasis Area in the SHSP. It is equally important to develop a strategy to reduce bicycle related crashes. Based on the goal of reducing fatalities and injuries by 20% in 5 years, MasDOT is developing a multi-disciplined strategy to address this. One of the components to this strategy is to increase enforcement by the police department, specifically related to bicycle and pedestrian issues. At the request of the MassDOT - Highway Division, MAPC has developed a draft scope to administer, manage, and analyze data related to the increasing enforcement and analyzing relevant feedback to better understand infrastructure needs and other issues.

Integrated but separate from this proposal will be an educational / awareness component. Education, awareness and outreach will be provided so drivers, pedestrians and bicyclists can learn about "new" elements such as the introduction of sharrows, bike boxes, bike lanes, leading pedestrian indicators and pedestrian countdowns, etc. Publicizing these elements and rules of the road related to bicycle and pedestrian safety (such as the need to look before opening a door into the path of a bicyclist) will be accomplished in concert with RMV, DPH, RPAs and others. MAPC will continue to work with MassDOT and the other stakeholders to develop and administer this component of the program.

Work Description

The purpose of this project is to increase the enforcement of identified high-crash locations in each of the seven communities partnering with MAPC and MassDOT. In addition to providing citations and/or warnings to motorists, bicyclists, and pedestrians, the police officers will record feedback as to the nature and underlying reasons for the violations. The program will commence at the end of April 2014 and run through November. At that time, depending upon funding availability, success of the program, and interest among the communities, the enforcement program may continue either throughout the winter or in the spring.

MAPC will work closely with MassDOT and each of the cities to facilitate the process, act as fiduciary, ensure that feedback is timely and useful, analyze data, and make recommendations, such as infrastructure needs, to effect long-term change. The following provides additional detail on the tasks.

60 Temple Place, Boston, MA 02111 • 617-451-2770 • Fax 617-482-7185 • www.mapc.org

Michelle Ciccolo, *President* • Lynn Duncan, *Vice President* • Marilyn Costreas, *Secretary* • Taber Keally, *Treasurer* • Marc Draisen, *Executive Director*

Task 1 – Contract with Police Departments

MAPC has been actively working with the communities MassDOT identified as high priority communities. Of the original eight, seven have enthusiastically agreed to take part in this program (the City of Chelsea declined due to lack of capacity). These seven cities have created applications to MAPC, which provide the requested funding amounts and identification of high crash locations. MAPC will review the applications and execute contracts with the Police Departments.

Task 2 – Project Management

Project management will run throughout the life of the project. Among the general project management functions, MAPC will act as fiduciary, receiving and submitting invoices from the cities. Working with seven cities, as well as MassDOT, will require MAPC to maintain a high level of coordination and develop internal procedures to ensure a seamless process. MAPC will also track the feedback from the officers. In the early phases of the project this may require additional coordination and discussions with the departments to ensure meaningful data is captured in a way that the police are able to accomplish. It may also include following up with the departments to ensure that invoices and feedback forms are submitted in a timely manner.

Task 3 – Program Kick-Off

MAPC will meet with staff of the seven police departments to clarify the purpose and expectations of the project, discuss the nature of the high crash locations, address concerns, and do initial sites visit of the increased enforcement locations. MAPC staff will make an initial assessment of the locations to understand the issues and examine any potential infrastructure needs and changes to create a safer environment for all users of the roadway.

Task 4 – Site Visits and Observations

MAPC will visit each site among the 7 cities two times. The site visits will be an opportunity for a more in-depth discussion with the officers on the relevant issues. MAPC staff will also use the time to record observations of the various users of the road (motorists, bicyclists, pedestrians). The information from these site visits will be incorporated with the feedback component of the enforcement to create potential recommendations for each of the crash locations.

Task 5 – Analysis and Summary Memorandum

Based upon the total number of hours requested by the police departments and an estimate of 3 stops per hour, there is the potential for greater than 11,000 “data points” of feedback over the six month project. MAPC will track and analyze this qualitative data. In conjunction with the information from the site visits and other information provided by the officers’ own observations, MAPC will create a short memorandum summarizing its recommendations for infrastructure improvements.

Estimated Schedule

This project is estimated to run from the end of April through November 2014. The costs, listed below, reflect this time period.

Estimated Cost

Each of the seven cities submitted an application requesting a funding amount that reflects the amount of time that they can realistically expect to devote to this initiative. A summary of the communities request is in the following table. See Appendices for each municipality’s application.

Municipality	Amount Requested
Cambridge	\$26,500
Lynn	\$32,200
Newton	\$29,715
Quincy	\$35,000
Salem	\$20,100
Somerville	\$35,000
Watertown	\$7,000
TOTAL	\$185,515

MAPC is requesting \$26,800, which includes MAPC's staff time, indirect and direct project costs, such as travel expenses. The requested funding breakdown by task is:

Task	Hours	Planner Rate per Hour	Cost
Project Management	123	\$65	\$7,995
Program Kick-Off	95	\$65	\$6,175
Site Visits + Observations	105	\$65	\$6,825
Analysis + Summary	75	\$65	\$4,875
Direct costs (travel)	N/A	N/A	\$930
TOTAL	398		\$26,800

The applications for each of the seven cities comprise the remainder of this document.

EXHIBIT B

Metropolitan Area Planning Council
 60 Temple Place
 Boston, MA 02111
 Tel: (617) 482-2770

Application Form

FFY 2014 Pedestrian and Bicycle Traffic Enforcement Pilot Program

******Sections should be completed to the extent possible******

Deadline: Wednesday, March 5, 2014, 12pm

Name and Complete Street Address of Department					
Newton Police Department 1321 Washington Street Newton, MA 02465					
Chief Last Name		First Name			
Mintz		Howard			
Grant Contact Last Name		First Name	Title		
Devine		Daniel	Officer		
E-Mail Address		Telephone	Fax		
ddevine@newtonma.gov		617-796-2106	617-796-3687		
9-Digit DUNS Number					
948891163					
Department and Community Profile					
Categories		2013	2012	2011	2010
Crashes on public ways		1158	1265	1244	1328
# Fatal crashes		1	1	0	4
# Injury crashes		294	349	299	336
# of Pedestrian related crashes on public ways		35	48	33	46
# of Bicycle related crashes on public ways		27	48	27	35

What are your city's most serious bicycle and pedestrian crash and injury problems? Please refer to data in your explanation.

Like many other City and Towns, Newton is plagued with accidents because of motorist lack of attention, concentration, and distraction. In 2013 there was 47 accidents caused by distraction, 72 by backing, 201 by lane violations, 200 by following too close, and 125 by failure to yield. The overwhelming majority of accidents could have been avoided if motorist paid more attention to driving. If motorist are having problems seeing other cars then they clearly going to have problems seeing the smaller bicycle and pedestrian. With funds provided by this pilot program, Newton will be able to flood high accident locations and to create more public awareness so that motorist will know if you plan to drive in Newton, you need to drive safely and with awareness.

Where and when are the problems most serious? Please list the specific location(s), times of day and times of year that are proven to be the most dangerous.

There is no specific time or day when pedestrian and bicycle accidents are more prevalent. Newton is a City with over 80,000 people with three sizable colleges, multiple high schools and dozens of intermediate and elementary schools. We are a City that borders Boston and have numerous bicyclists that use Newton roads to get to work. With these pedestrians and bicyclist using our busy roads, we have had many bicyclist and students hit by motor vehicles on their way to work and school. So with the funds provided by this pilot program, Newton will target morning commuter times and afternoon school and work departure times. The weekends also have their share of accidents because of the number of bicyclist and pedestrian who use roads like Commonwealth Ave. for the Heart Break Hill or practice for the marathon. Due to the high number of bicyclist Newton has also began to add bike lanes to some major roads.

Do the crash and injury problems impact specific population groups (age, gender, etc.)? Indicate who is most involved in bicycle or pedestrian crashes

As mentioned earlier Newton has many schools that use Newton roads. Newton has seen many accidents occur because of youth trying to use roads to get to school. With funds provided by this pilot program, Newton will target areas around the schools to ensure that motorist, bicyclists, and pedestrians pay better attention to the road around them.

At what locations (specific streets) and at what time (months, days, and hours) do you plan to conduct activities? Use additional sheets if necessary.

<i>Street Location/Intersections/Event</i>	<i># of Months</i>	<i># of Days</i>	<i># of Hours</i>
1. Washington St. @ Walnut St.	7	5	100
2. Walnut St. @ Lincoln St.	7	5	100
3. Beacon St. @ Hammond St.	5	5	80
4. Centre St. @ Beacon St.	7	7	120
5. Needham St.	7	7	70
6. Newtonville Square	7	7	80
7. Centre St. @ Pleasant St.	7	7	70
8. Commonwealth Ave. @ Walnut St.	5	5	50
9. Commonwealth Ave. @ Washington St.	5	5	40
10. 100 Commonwealth Ave.	5	5	40

Budget - two parts

	Estimated Average Overtime Hourly Rate	Total Requested Award Amount
Estimated Total # of Hours <i>(see example)</i>		
750	\$39.62	\$ 29,715

***Example of Total Budget Breakdown**

$$\boxed{\# \text{ of Officers } \times \# \text{ of Hours } \times \# \text{ of Enforcement Periods}} \times \boxed{\text{Estimated Average OT Hourly Rate}} = \boxed{\text{Total Requested FFY 2014 Budget}}$$

OPTIONAL BUDGET: You may submit an additional budget page for data entry and/or dispatcher time associated with the overtime enforcement activity generated by this grant. Include number of staff, number of hours and hourly rate (OT or straight time). This does not apply to any other MassDOT, EOPSS or other enforcement grant. Please provide justification for additional full or part-time personnel, on a straight or overtime basis. This must not constitute supplanting.

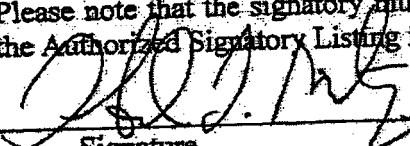
Any questions regarding this application should be directed to Chris Kuschel, Regional Planner at 617-933-0731 or at ckuschel@mapc.org.

Applications should be delivered by Wednesday, March 5, 2014, 12pm. Applications via email may be sent to Chris Kuschel at ckuschel@mapc.org. Alternatively, the application can be mailed to:

- Chris Kuschel, Metropolitan Area Planning Council, 60 Temple Place, Boston MA 02111

Howard L. Mintz
 Authorized Representative Name and Title (please print)

Please note that the signatory must be authorized to enter into a contract with the Commonwealth, per the Authorized Signatory Listing form.


 Signature

3-4-14
 Date

EXHIBIT C

Submit one electronic and one paper copy of this form to: ckuschel@mapc.org
 MAPC, 60 Temple Place, Boston MA 02111

**Pedestrian and Bicycle Safety Enforcement Grant
 Expenditure Report for ENFORCEMENT ACTIVITY**

Reporting Department: _____ Reporting Month: _____
 Location(s): _____

Enforcement Hours

Officer Name	Date	Specific Shift Hours Regular or Military Time	Number of Patrol Hours (2-8 hrs)	Hourly Rate of Pay	Total Pay
					\$0.0000
					\$0.0000
					\$0.0000
					\$0.0000
					\$0.0000
					\$0.0000
					\$0.0000
					\$0.0000
					\$0.0000
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					\$0.0000
					\$0.0000
					\$0.0000
					\$0.0000
					\$0.0000
					\$0.0000
					\$0.0000
Subtotals →			0		\$ -
Totals →					

Grant total reimbursement for data-entry cannot exceed the maximum approved amount approved.

IMPORTANT NOTE: Carry both the hourly rate of pay and total pay to four decimal places. Use exact amounts of pay; do not round or estimate. If an officer works a shift with a differential rate of pay, use two separate lines for that officer and include an explanation.

I certify that this report, schedules, statements, and the expenses for which payment is requested are true, correct, and complete and were made in accordance with the appropriate Federal and State Regulations and that the articles or services listed were (or will be) necessary for and are to be used solely for the purpose specified in the award for this project.

Print/Type Name of Chief or Authorized Signatory: _____
 Signature of Chief or Authorized Signatory: _____
 Date: _____

EXHIBIT D

Non-Discrimination and Affirmative Action

During the performance of this Contract, the Consultant, for itself, its assignees and successors in interest, shall comply with the US Department of Transportation's regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, CFR, Part 21, hereinafter referred to as the Regulations), which are herein incorporated (Appendix A of the Standard Title VI Assurance).

Appendix A Standard Title VI Assurance

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers a program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Acts, Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies; and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#201-14
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Facsimile
(617) 796-1113
TDD/TTY
(617) 796-1089
E-mail
swarren@newtonma.gov

May 12, 2014

Honorable Board of Aldermen
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

RECEIVED
Newton City Clerk
2014 MAY 12 PM 4:48
David A. Oison, CMC
Newton, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to transfer the sum of \$200,000 from June 30, 2013 Certified Free Cash to Acct# 0120101-513001 Police Overtime.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE

		City of Newton, Massachusetts					21-May-14	
		Police Salaries vs Overtime					mil	
Title	Account Title	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014
POLICE ADMIN/SUPPT	REGULAR OVERTIME	\$ 10,156	\$ 7,029	\$ 8,024	\$ 7,814	\$ 8,502	\$ 10,505	\$ 17,228
TRAFFIC SAFETY	REGULAR OVERTIME	\$ 118,963	\$ 99,216	\$ 131,976	\$ 140,723	\$ 128,202	\$ 163,232	\$ 196,481
PATROL SVS	REGULAR OVERTIME	\$ 270,874	\$ 110,206	\$ 233,118	\$ 416,510	\$ 425,475	\$ 365,930	\$ 474,989
INVESTIGATIONS	REGULAR OVERTIME	\$ 64,810	\$ 19,344	\$ 40,424	\$ 61,158	\$ 57,122	\$ 84,835	\$ 122,469
COMMUNITY SVS	REGULAR OVERTIME	\$ 33,018	\$ 28,255	\$ 34,384	\$ 46,493	\$ 20,205	\$ 44,638	\$ 51,782
YOUTH SERVICES	REGULAR OVERTIME	\$ 1,371	\$ 6,469	\$ 3,402	\$ 4,571	\$ 5,701	\$ 5,543	\$ 5,963
ANIMAL CONTROL	REGULAR OVERTIME	\$ 4,972	\$ (1,067)	\$ 5,053	\$ 4,643	\$ 4,635	\$ 5,660	\$ 3,524
POLICE RECORDS	REGULAR OVERTIME	\$ 13,938	\$ 8,381					
COMMUNICATIONS	REGULAR OVERTIME	\$ 77,682	\$ 123,838	\$ -	\$ 91,707	\$ 101,043	\$ 176,748	\$ 187,409
POLICE SUPPORT SVS	REGULAR OVERTIME	\$ 16,759	\$ 12,888	\$ 78,480	\$ 23,148	\$ 18,972	\$ 10,950	\$ 34,429
RESEARCH / PLANNING	REGULAR OVERTIME	\$ 10,873	\$ 1,132	\$ 23,698	\$ 13,866	\$ 8,620	\$ 23,377	\$ 24,623
POLICE RECRUITMENT	REGULAR OVERTIME	\$ -	\$ -	\$ 10,657	\$ -	\$ -	\$ -	\$ -
TOTAL OVERTIME		\$ 623,416	\$ 415,692	\$ 569,215	\$ 810,633	\$ 778,477	\$ 891,418	\$ 1,118,897
POLICE ADMIN/SUPPT	FULL TIME SALARIES	\$ 532,367	\$ 532,430	\$ 503,845	\$ 587,936	\$ 595,947	\$ 529,658	\$ 577,183
TRAFFIC SAFETY	FULL TIME SALARIES	\$ 608,551	\$ 574,831	\$ 557,079	\$ 714,384	\$ 648,329	\$ 647,178	\$ 556,307
PATROL SVS	FULL TIME SALARIES	\$ 4,838,712	\$ 5,227,960	\$ 5,005,331	\$ 5,878,833	\$ 5,235,893	\$ 5,305,596	\$ 5,555,068
INVESTIGATIONS	FULL TIME SALARIES	\$ 888,230	\$ 851,411	\$ 809,058	\$ 1,007,596	\$ 1,012,159	\$ 1,035,217	\$ 1,079,256
COMMUNITY SVS	FULL TIME SALARIES	\$ 246,868	\$ 247,856	\$ 299,297	\$ 397,614	\$ 269,483	\$ 275,996	\$ 281,543
YOUTH SERVICES	FULL TIME SALARIES	\$ -	\$ -	\$ -	\$ -	\$ 1,800	\$ 1,800	\$ 1,800
POLICE BLDG MAINT	FULL TIME SALARIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ANIMAL CONTROL	FULL TIME SALARIES	\$ 96,806	\$ 78,044	\$ 65,329	\$ 63,133	\$ 52,923	\$ 54,133	\$ 55,156
POLICE RECORDS	FULL TIME SALARIES	\$ 280,200	\$ 212,418	\$ -	\$ -	\$ -	\$ -	\$ -
COMMUNICATIONS	FULL TIME SALARIES	\$ 1,038,018	\$ 1,029,220	\$ 1,071,909	\$ 1,107,454	\$ 1,023,016	\$ 1,096,120	\$ 1,114,313
POLICE SUPPORT SVS	FULL TIME SALARIES	\$ 190,040	\$ 202,093	\$ 416,371	\$ 416,482	\$ 318,342	\$ 326,544	\$ 311,631
RESEARCH / PLANNING	FULL TIME SALARIES	\$ 140,709	\$ 127,698	\$ 175,214	\$ 239,940	\$ 276,107	\$ 284,624	\$ 291,414
TOTAL SALARIES		\$ 8,860,501	\$ 9,083,960	\$ 8,903,433	\$ 10,413,371	\$ 9,433,998	\$ 9,556,864	\$ 9,823,671
Less: Override Funding								\$ (148,720)
TOTAL SALARIES AND OVERTIME		\$ 9,483,918	\$ 9,499,652	\$ 9,472,648	\$ 11,224,003	\$ 10,212,475	\$ 10,448,282	\$ 10,793,848
			0.17%	-0.28%	18.49%	-9.01%	2.31%	3.31%



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#202-14
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E-mail
swarren@newtonma.gov

May 12, 2014

Honorable Board of Aldermen
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

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Newton City Clerk
2014 MAY 12 PM 4:48
David A. Olson, CMC
Newton, MA 02459

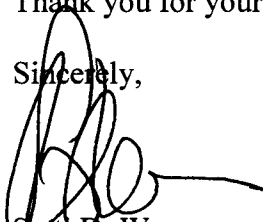
Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to transfer the sum of \$80,000 from Acct # 0121002-513001 to fund the following expenditures:

<u>Acct #</u>	<u>Description</u>	<u>Amount</u>	<u>Purpose</u>
0121001-5319	Training	\$33,000	Tech Rescue Training
0121005-5412	Heating Oil	\$47,000	Heating Oil/Expenditures.

Thank you for your consideration of this matter.

Sincerely,


Setti D. Warren
Mayor

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE



SETTI D. WARREN
MAYOR

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May 12, 2014

Honorable Board of Aldermen
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

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Newton City Clerk
2014 MAY 12 PM 4:47
David A. Olson, CMC
Newton, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to authorize the execution of a 5-year agreement for Parking Ticket Processing Services. The City is in the process of preparing a Request for Proposals for this service. This is a complicated service with the potential of significant disruption if the successful vendor is not the current provider. Therefore, we believe that a 5 year contract period is appropriate.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

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E-mail
swarren@newtonma.gov

May 12, 2014

Honorable Board of Aldermen
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

Ladies and Gentlemen:

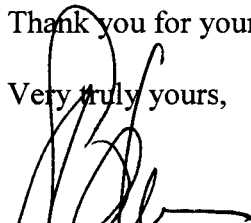
I write to request that your Honorable Board docket for consideration a year end housekeeping request to rescind the following Board Authorizations:

- Rescind the sum of \$118 voted under Board Order #138-13 – Carr Elementary Renovations

Bonds were issued in thousand dollar increments, consequently the above listed amounts were not were not included in the bond sale.

Thank you for your consideration of this matter.

Very truly yours,



Setti D. Warren
Mayor

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Newton City Clerk
2014 MAY 12 PM 4:47
David A. Olson, CMC
Newton, MA 02459

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

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E-mail
swarren@newtonma.gov

May 12, 2014

Honorable Board of Aldermen
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a year end housekeeping request to rescind the following Board Authorizations:

- Rescind the sum of \$2,995,072.99 voted under Board Order #195-98

This authorization was approved in 1998 for MWPAT Sewer Improvements – There are no expenditures to be funded by this authorization.

Thank you for your consideration of this matter.

Very truly yours,

Setti D. Warren
Mayor

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Newton City Clerk
2014 MAY 12 PM 4:47
David A. Olson, CMC
Newton, MA 02459

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE



SETTI D. WARREN
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Office of the Mayor

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TDD/TTY
(617) 796-1089
E-mail
swarren@newtonma.gov

May 12, 2014

Honorable Board of Aldermen
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to transfer the sum of \$500,000 from June 30, 2013 Certified Free Cash to Account #0110492-575007 Workers Compensation Insurance. A June 30, 2013 fund deficit resulted from the recognition of new long term liabilities for workers compensation cases that had not previously been classified as permanent and total disabilities.

This transfer will begin to address that deficit. Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

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Newton City Clerk
2014 MAY 12 PM 4:48
David A. Olson, CMC
Newton, MA 02459





Setti D. Warren
Mayor

City of Newton, Massachusetts
Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459

#208-14
Telephone
(617) 796-1120
Telefax
(617) 796-1142
TDD/TTY
(617) 796-1089
www.newtonma.gov

Candace Havens
Director

MEMORANDUM

DATE: May 1, 2014
TO: Maureen Lemieux, Chief Financial Officer
FROM: Candace Havens, Director of Planning and Development *SH*
SUBJECT: Request to accept \$4,800 from MAPC for reimbursement for school safety study
CC: Dori Zaleznik, Chief Administrative Officer
Dave Wilkinson, Comptroller

I respectfully request docketing of the following item for acceptance of a \$4,800 grant from the Metropolitan Area Council (MAPC) for a study as described below and in the attached memo.

#XXX-12 HIS HONOR THE MAYOR requesting authorization to accept a grant from the Metropolitan Area Planning Council (MAPC) in the amount of \$4,800 to pay volunteer pedestrian coordinator, Alicia Bowman to oversee the development and implementation of a parental survey of school-related trip-making.

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Newton City Clerk
2014 MAY 19 PM 12:09
David A. Olson, CMC
Newton, MA 02459

SH
APPROVED



Setti D. Warren
Mayor

City of Newton, Massachusetts
Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459

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(617) 796-1120
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Candace Havens
Director

MEMORANDUM

May 1, 2014

To: Leonard Gentile, Finance Committee Chair
Members of the Finance Committee of the Board of Aldermen

From: Candace Havens, Director of Planning and Development
David Koses, Transportation Planning Coordinator

Re: \$4800 grant from MAPC for survey of school-related trips

CC: David Wilkinson, Comptroller
Dori Zaleznik, Chief Administrative Officer
Maureen Lemieux, Chief Financial Officer

DAVID A. OLSON, CMC
Newton, MA 02459

2014 MAY 19 PM 2:05

RECEIVED
Newton City Clerk

Several months ago the City applied for and won a \$4,800 "Community Transformation Grant" from the Metropolitan Area Planning Council (MAPC). The grant will be used for the development and implementation of a parental survey of school-related trip-making. The goal is to understand the key factors which influence the decision on how students get to school, and how they return home, as well as the issues they face while on their commute.

The City's volunteer pedestrian coordinator, Alicia Bowman will be contracted to complete the work. The City will pay Alicia \$4,800, and MAPC will reimburse the City the full \$4,800.

The Contract for Professional Services By and Between the Metropolitan Area Planning Council and the City of Newton is attached.



**Contract for Professional Services
By and Between
Metropolitan Area Planning Council
and
CITY OF NEWTON**

This agreement, dated January 1, 2014 is made and entered into by and between the METROPOLITAN AREA PLANNING COUNCIL ("MAPC"), a public body politic and corporate, established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws, with its principal office at 60 Temple Place, Boston, Massachusetts, 02111, and City of Newton ("Subcontractor"), with its principal office at 1000 Commonwealth Avenue, Newton, MA 02459.

Witnesseth that the parties have AGREED as follows:

**Article 1.
Scope of Work and Standard of Performance**

- 1.1. The Subcontractor shall provide services, or contract for consultant services, as described in the scope of work ("Scope of Work"), attached as Exhibit A and incorporated herein. The Subcontractor shall ensure that any and all staff and consultants have the complete professional, managerial, and technical responsibility for the validity, accuracy and reliability of services to be performed under the Scope of Work.
- 1.2. The Subcontractor shall perform, and shall require any and all staff and consultants to perform services with care, skill and diligence, in accordance with the applicable professional standards. The Subcontractor shall also comply and shall require any and all staff and consultants to comply, with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services.
- 1.3. The Subcontractor shall submit to MAPC performance progress reports in a format provided by MAPC by the 15th of the month following the end of each calendar quarter, or by the following date(s):
 - April 15
 - July 15
 - October 15

David A. Olson, CMC
Newton, MA 02459

2014 MAY 19 PM 2:05

RECEIVED
Newton City Clerk

**Article 2.
Time of Performance**

2.1. The Subcontractor shall commence work immediately upon execution of this Agreement and shall complete performance no later than September 29, 2014. Time shall be of the essence in relation to the Subcontractor's performance under this Agreement. Reasonable extensions may be granted at the sole discretion of MAPC, provided the justifying circumstances are beyond the reasonable control of the Subcontractor and without fault of the Subcontractor. Extensions shall be valid only when written and signed by MAPC's signatory to this Agreement or a properly authorized designee. In the event of such an extension, all other terms and conditions of this Agreement, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in writing.

**Article 3.
Revisions in the Work to be Performed**

3.1. If during the term of this Agreement, MAPC requires revisions or other changes to be made in the scope or character of the work to be performed, MAPC will promptly notify the Subcontractor. For any changes to the scope of work, the Subcontractor shall notify MAPC of the associated changes and costs in writing. The Subcontractor shall make the necessary changes only upon receipt of a written acceptance of the costs from MAPC.

3.2. MAPC will neither unreasonably request revisions nor unreasonably withhold final acceptance of work by the Subcontractor. Any revisions or changes requested by MAPC will not unreasonably depart from the current understanding of the nature and scope of the work to be performed.

**Article 4.
Payment for Services**

4.1. MAPC shall reimburse the Subcontractor for services performed under the Scope of Work. All payments must be allowable, allocable, reasonable and necessary to perform the Scope of Work. MAPC's total payment to the Subcontractor under this Agreement shall not exceed the \$4,800 stated in the Subcontractor's budget ("Budget") attached as Exhibit B, unless authorized in writing under article three (3). This is a cost reimbursement contract. MAPC will only reimburse the Subcontractor after expenses are incurred.

4.2. The Subcontractor shall submit reimbursement requests to MAPC on a monthly basis, no later than the 15th of the month following the month in which expenses were incurred or by the following date(s):

- February 15th
- March 15th
- April 15th



- May 15th
- June 15th
- July 15th
- August 15th
- September 15th
- October 15th (Final Invoice)

Such requests shall include a signed statement by an authorized Subcontractor signee, attesting and affirming that all of the work included in the reimbursement request has been performed in full compliance with the terms of this Agreement. Financial documentation such as payroll reports, receipts for purchases and transportation costs, and consultant invoices shall be submitted to support expenditures included in each reimbursement request. MAPC will reimburse the Subcontractor upon receipt of funds from the Massachusetts Department of Health designated for such specific purpose. The Subcontractor is responsible for the cost of any consultants, materials, supplies or disbursements necessary for any and all staff and consultants to perform the Scope of Work. The Subcontractor shall notify MAPC at least 60 days prior to the end of the contract term if the Subcontractor anticipates that expenses to complete the Scope of Work will exceed the budget or if funds will remain unexpended at the end of the contract term.

4.3. The Subcontractor shall maintain records of all project activities, including budget expenditures, and shall make such records available to MAPC upon request.

Article 5.
Ownership and Confidentiality of Material, Work Products

5.1. The Subcontractor shall afford MAPC unlimited access to any work product, including but not limited to all work papers, data, reports, questionnaires and other material prepared, produced or collected by the Subcontractor under this Agreement. The Subcontractor shall not use such materials for any purposes other than the purpose of this Agreement, without the prior written consent of MAPC. All items furnished to the Subcontractor by MAPC shall remain the property of MAPC.

5.2. MAPC reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use, the copyright in any work developed under this agreement, and any rights of copyright acquired with funds provided under this Agreement.

5.3. MAPC shall have unlimited rights to any data first produced or delivered under this Agreement.

5.4. Upon completion of this project or termination for or without cause, the work product in its entirety becomes the property of MAPC, and the Subcontractor shall return any documents, models, tools, plans or items whatsoever belonging to MAPC.

David A. Olsson, CMC
New River

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Article 6.
Assignment

6.1. The parties shall not assign nor transfer their respective interests in this Agreement, in part or in whole, without the prior written consent of the other.

Article 7.
Release of MAPC

7.1. In consideration of the execution of this Agreement by MAPC, the Subcontractor agrees that simultaneously with the acceptance of what MAPC tenders as the final payment under this Agreement, the Subcontractor shall execute, and deliver a release of MAPC from all claims, demands, and liabilities arising from, growing out of, or in any way connected with this Agreement. It is agreed that the person who, in fact, executes and delivers said release, shall be authorized and empowered to execute and deliver the same on behalf of the Subcontractor.

Article 8.
Indemnification

8.1. The Subcontractor shall indemnify, defend and hold harmless MAPC and all of its officers, agents and employees, against all suits, claims, demands and liabilities of every name and nature, both at law and in equity, based upon or arising out of any action taken by the Subcontractor in its performance of this agreement or upon the Subcontractor's failure to comply with the terms of this Agreement in the performance of its work, whether by it, its employees, or its consultants.

Article 9.
Insurance

9.1. The Subcontractor shall secure, and maintain in effect throughout the term of this Agreement, insurance adequate to meet its obligations hereunder and shall provide MAPC with certification of such, if requested.

Article 10.
Severability

10.1. In the event any provision of this Agreement is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the Agreement shall remain and continue in full force and effect.

Article 11.
Termination of Agreement

11.1. MAPC or the Subcontractor may terminate this Agreement upon immediate written notice should the other party fail to perform substantially in accordance with the terms of



the Agreement with no fault attributable to the other.

11.2. In the event of a failure to materially perform by the Subcontractor, MAPC shall provide written notice of such breach, and the reason therefore, and shall set a date by which the Subcontractor shall cure the failure. If the Subcontractor fails to cure within the time as may be required by the notice, MAPC may at its option terminate the Agreement.

11.3. In the event of a failure to materially perform by MAPC, the Subcontractor shall provide written notice of such breach and the reason therefore prior to taking any further action and the time, sixty days or more, to cure such failure.

11.4. Notwithstanding any language to the contrary within this Agreement, MAPC may terminate this agreement without cause at any time, effective sixty days beyond the date of written notice of termination. In the event of termination, the Subcontractor shall be compensated for work product and services performed prior to the effective date of termination. In no event shall the Subcontractor be entitled payment for any services performed after the effective date of termination, and under no circumstances shall the total price paid under the contract exceed the amount referenced in Article 4.1.

Article 12.

Compliance with Conflict of Interest Laws

12.1. The Subcontractor warrants and represents to MAPC that, to the best of its knowledge, no officer or employee of Subcontractor who has participated in the preparation or negotiation of this Agreement, or who will participate in the execution of this Agreement, nor such employee's spouse, parents, children, brothers or sisters, partner, any business organization in which he or she is serving as officer, director, trustee, partner or employee, nor any person with whom he or she is negotiating or has any arrangement concerning prospective employment, has a financial interest in this Agreement, except as permitted under Massachusetts General Laws, Chapter Two Hundred Sixty-Eight A, Section Six. The Subcontractor further warrants and represents to MAPC that, to the best of its knowledge, no employee of Subcontractor has a financial interest, either directly or indirectly, in the Agreement except as permitted under Massachusetts General Laws, Chapter Two Hundred Sixty-Eight A, Section Seven.

Article 13.

Governing Law and Jurisdiction

13.1. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Both parties agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this Agreement.

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Newton City Clerk
DAVID J. LEONARD, CMO
Newton, MA 02459

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Article 14.

Complete Agreement

14.1. This Agreement, and the Exhibits attached hereto and incorporated herein constitute a total agreement of the parties and supersede all prior agreements and understandings between the parties, and may not be changed unless agreed upon in writing by both parties.

Article 15.

Subcontractor Status

15.1. Subcontractor, or any employees of the Subcontractor, are under no circumstances employees, agents, or representatives of MAPC.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date written below.

For the METROPOLITAN AREA PLANNING COUNCIL

[Signature] Date: 4/7/14

Name: *[Signature]*

Title: Executive Director

For CITY OF NEWTON

[Signature] Date: 4.7.14

Name: Candace Havers

Title: Director of Planning & Development



Community Transformation Grant Middlesex County

Subcontractor: City of Newton

Scope of Work:

1. Summary of proposed project

The Newton Planning Department in conjunction with the Newton Safe Routes to School Program (Safe Routes Task Force) will develop and implement a parental survey of school-related trip-making. The goal is to understand the key factors which influence the decision on how students get to school, and how they return home, as well as the issues they face while on their commute. This information would help the City to focus efforts aimed at decreasing the number of children being driven to and from school on a daily basis through infrastructure and (potentially) policy change.

2. Project Work Plan with timeline and deliverables

- 1. City receives funding, hires or contracts with Ped. Coordinator Jan 2014
- 2. Complete draft of questionnaires Jan 2014
- 3. Reviews questionnaires with SRTS Representatives Feb 2014
- 4. Finalize questionnaires Feb 2014
- 5. Program questionnaires into software March 2014
- 6. Launch survey through school PTO lists April 2014
- 7. Review data from survey May 2014
- 8. Complete Draft Memorandum (Key Findings) May 2014
- 9. Finalize Memorandum & identify opportunities for change June 2014

EXHIBIT A



David A. Olson, CIMC
Newton, MA 02459

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Budget:

NEW/REPLACEMENT		
Personnel Costs	No. of Hours	Rate
Pedestrian Coordinator	120	40 \$ 4,800.00
		\$ -
		\$ -
Total		\$ 4,800.00

We estimate that the Work Plan shown above will require 120 hours of time. The Pedestrian Coordinator will be paid a stipend to cover 120 hours at a rate of \$40.00/hour. The total proposed budget for this project is \$4,800.

Exhibit B

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 David A. Olson, CMC
 Newton, MA 02459



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#209-14

Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

May 19, 2014

Honorable Board of Aldermen
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to transfer the sum of \$500,000 from Acct # 0110491-57HLTH to the Rainy Day Stabilization Fund. This action will bring the total fund balance to slightly more than \$13,500,000.

Very truly yours,

Setti D. Warren
Mayor

DAVID A. OISOFF, CMC
Newton, MA 02459

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