

CITY OF NEWTON

IN BOARD OF ALDERMEN

FINANCE COMMITTEE AGENDA

MONDAY, JUNE 9, 2014

7:00 PM
Room 222

ITEMS SCHEDULED FOR DISCUSSION:

- #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]
- #214-14 HIS HONOR THE MAYOR requesting authorization to appropriate the sum of forty-one thousand two hundred ten dollars (\$41,210) from July 1, 2013 Free Cash and transfer the sum of one thousand six hundred sixty dollars from FY2014 Budget Reserve to supplement the Police Department's Police Vehicle Maintenance Gasoline Account. [05/27/14 @ 2:11 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]
- #217-14 HIS HONOR THE MAYOR requesting authorization to appropriate and expend the sum of forty thousand dollars (\$40,000) from the Workers' Compensation Trust Fund for the settlement of a claim. [06/02/14 @ 10:05 AM]
- #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]
- #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]

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.

- #218-14 HIS HONOR THE MAYOR requesting authorization to appropriate the sum of five hundred thousand dollars (\$500,000) from July 1, 2013 Certified Free Cash to the Rainy Day Stabilization Fund. [06/02/14 @ 10:05 AM]

- #219-14 HIS HONOR THE MAYOR requesting authorization to transfer the sum of one thousand dollars (\$1,000) from the Executive Office Full-time Salaries Account to Veterans' Services Full-time Salaries Account to cover the accrued vacation payout for the Veterans' Services Officer. [06/02/14 @ 10:05 AM]

- #215-14 HIS HONOR THE MAYOR requesting authorization to transfer the sum of eleven thousand dollars (\$11,000) from Comptroller's Department Part-time Salaries Account to the Comptroller's Department Actuarial Services Account. [05/27/14 @ 2:11 PM]

- #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]

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]
PROGRAMS & SERVICES APPROVED 6-0 on 06/04/14

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

- #221-14 HIS HONOR THE MAYOR requesting authorization to appropriate and expend the sum of two million six hundred ten thousand dollars (\$2,610,000) from bonded indebtedness for the purpose of completing energy efficiency projects at several municipal and school buildings in accordance with the City's Capital Improvement Plan. 06/02/14 @ 10:05 AM]

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

- #220-14 HIS HONOR THE MAYOR requesting authorization to transfer the sum of one hundred thousand dollars (\$100,000) from the Human Resources Full-time Salaries Account to the following accounts:
 Newton Public Schools Water\$50,000
 City Hall Electricity\$50,000
 06/02/14 @ 10:05 AM]

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #216-14 ALD. HESS-MAHAN, ALBRIGHT, BAKER, CROSSLEY, NORTON AND SANGIOLO proposing the following amendments to Chapter 12 Health and Human Services of the Revised Ordinances to:
- require owners of dwellings requiring a Certificate of Habitability under Section 12-1 and real estate agents/brokers who receive compensation in connection with the particular real estate transaction to notify the Commissioner of Health and Human Services whenever an apartment, tenement, or room in a lodging house is vacated by the occupant or when an area in an existing building is converted to a condominium prior to being reoccupied by a new tenant, lodger or occupant;
 - require educational institutions to disclose addresses of undergraduates living off-campus in Newton;
 - require a fee for certification; and
 - impose a fine for violation of these provisions. [05/14/14 @ 11:51 AM]
- #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]

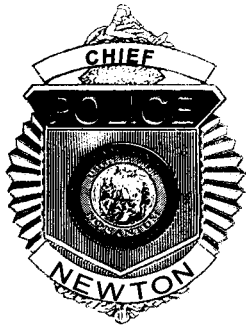
#276-10

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 Police Department



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

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 (see example)		
750	\$39.62	\$ 29,715

***Example of Total Budget Breakdown**

# of Officers x # of Hours x # of Enforcement Periods	x	Estimated Average OT Hourly Rate
=		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.

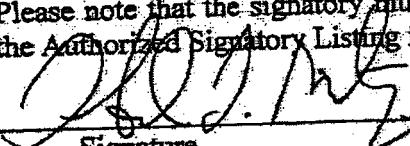
Any questions regarding this application should be directed to Chris Kuschel, Regional Planner at 617-933-0731 or at ckuschel@mapc.org.

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

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

#214-14

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TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

May 27, 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 \$41,210 from June 30, 2013 Free Cash and the sum of \$1,660 from FY2014 Budget Reserve to Account # 0120108-5480 Gasoline to cover Police gasoline costs through June 30, 2014.

Very truly yours,

Setti D. Warren
Mayor

RECEIVED
NEWTON CITY OFFICE
2014 MAY 27 PM 2:11
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

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(617) 796-1120
Telefax
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(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

[Signature]
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

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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

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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 City Clerk

2014 MAY 19 PM 2:06

RECEIVED
Newton City Clerk

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.

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

2014 MAY 19 PM 2:06

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: PAUL PIERCE

Title: EXECUTIVE DIRECTOR

For CITY OF NEWTON

[Signature] Date: 4.7.14

Name: CANDACE HAYENS

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

2014 MAY 19 PM 2:05

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Budget:

PERSONNEL COSTS		
Title/Name	No. of Hours	Rate
Pedestrian Coordinator	120	\$ 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

RECEIVED
 Newton City Clerk
 2014 MAY 19 PM 2:06
 David A. Olson, CMC
 Newton, MA 02459



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

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E-mail
swwarren@newtonma.gov

RECEIVED
Newton City Clerk
2014 JUN -2 AM 10:05
David A. Olson, CMC
Newton, MA 02459

June 02, 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 authorize the appropriation of \$40,000 from the Workers' Compensation Trust Fund for the settlement of a claim. Details are attached.

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

City of Newton



Setti D. Warren
Mayor

DEPARTMENT OF HUMAN RESOURCES

1000 Commonwealth Avenue
Newton Centre, MA 02459-1449

Telephone (617) 796-1260

Fax (617) 796-1272

Wesley Layne, Director

June 1, 2014

Mayor Setti D. Warren and
Honorable Board of Aldermen
1000 Commonwealth Avenue
Newton, MA 02459

[REDACTED]
City of Newton / Self-Insurer
Settlement
Date of Injury: 3-17-2010

Dear Mayor Warren and Honorable Board of Aldermen,

I respectfully recommend and request your approval to settle [REDACTED] workers' compensation claim in the amount of \$40,000.00. This amount includes attorney's fees. Details and history of this claim are attached for your review.

I would appreciate your docketing this item with the Board of Aldermen.

Sincerely,

A handwritten signature in cursive script that reads "Mary E. Martin".

Mary E. Martin
Workers Compensation Manager

Employee: [REDACTED]

Date of injury: 03/07/10

Date of hire: 08/01/88 (25yrs)

Date of birth: 07/29/58 (55)

[REDACTED] is a 55 yr old laborer who fractured his right foot when it was run over by a paver roller on 03/07/10. He was paid benefits under MGL, Chapter 152, S34 (temporary total disability) at \$504.61 per week from 03/07/10-03/07/13 when his entitlement to these benefits ran out. Total paid under this section was \$78, 719.16. [REDACTED] applied for and was awarded temporary partial benefits at \$378.45 per week. He has been paid 64 weeks under this section totaling \$24, 220.80. He is entitled to an additional 196 weeks or \$74, 176.20. Once partial benefits are exhausted, [REDACTED] would be eligible for permanent and total disability benefits for the remainder of his life.

Through his attorney, [REDACTED] has agreed to settle his claim in the amount of \$40,000.00. Resolution of this claim will eliminate his chances of applying for and being awarded permanent and total disability benefits. Given the employee's age (55) and life expectancy of 25.1 years, the exposure of such an award would exceed \$660, 534.00. It will also eliminate weekly payments, ongoing attorney fees and expenses totaling \$10,000 and annual COLA increases.

#197-14



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

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swarren@newtonma.gov

June 2, 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 vote "No Action Necessary" on Docket #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 Fund.*

The City has successfully reached a settlement that negates the need for this transfer. Thank you for your consideration of this matter.

Very truly yours,

Setti D. Warren
Mayor

DAVID A. OLSON, CMC
Newton, MA 02459

2014 JUN -2 AM 10:05

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Newton City Office

1000 Commonwealth Avenue Newton, Massachusetts 02459

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SETTI D. WARREN
MAYOR

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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

2014 MAY 19 PM 1:32

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Newton City Clerk

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



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SETTI D. WARREN
MAYOR

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E-mail
swarren@newtonma.gov

June 2, 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 five hundred thousand dollars (\$500,000) from the July 1, 2013 Certified Free Cash Account to the Rainy Day Stabilization Fund. This action will bring the Fund Balance to slightly more than \$14,000,000.

Thank you for your consideration of this matter.

Very truly yours,

Setti D. Warren
Mayor

RECEIVED
Newton City Office
2014 JUN -2 AM 10:05
David A. Olson, OMC
Newton, MA 02459





SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

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swarren@newtonma.gov

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Newton City Clerk
2014 JUN -2 AM 10:05
DAVID A. OLSON, CNO
Newton, MA 02459

June 02, 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 \$1,000 from Acct # 0110301-511001 Executive Office Salaries to 0150301-511001 Veterans' Services Salaries to cover the accrued vacation payout for the V.S.O.

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

City of Newton, Massachusetts
Office of the Mayor

#215-14

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(617) 796-1089

E-mail
swarren@newtonma.gov

May 27, 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 \$11,000 of unexpended appropriations in Acct # 0110401-511101 Part-Time Payroll, Comptroller to Acct # 0110401-530222 Actuarial Valuation Services to cover the first 6 months of calendar year 2014 which will be included in new reporting regulations required under GASB 68.

Very truly yours,

Setti D. Warren
Mayor

RECEIVED
Newton City Clerk
2014 MAY 27 PM 2:11
David A. Olson, CMC
Newton, MA 02459

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE

**COMPTROLLER'S OFFICE
CITY OF NEWTON, MASSACHUSETTS
dwilkinson@newtonma.gov
(617) 796-1305**

May 21, 2014

TO: Mayor Warren and Members of the Board of Aldermen

FROM: David Wilkinson, Comptroller 

SUBJECT: Year-end Comptroller's Office Budget Transfer

Governmental Accounting Standards Board (GASB) Statement 68 requires a significant expansion in the level of financial reporting for the City's contributory retirement fund, much of which must be provided by the retirement actuary.

Although formal implementation of GASB statement 68 will not take effect until June 30, 2015, implementation planning began last summer with the competitive selection of a new retirement system actuary, who must now provide extensive financial reporting disclosures in addition to the plan funding information that has always been a part of their responsibilities.

In order to fund the City's share of the January 1, 2014 actuarial valuation of the Newton Contributory Retirement System, which will serve as a beginning point for complete June 30, 2015 GASB statement 68 implementation, I would recommend the transfer of \$11,000 in surplus Comptroller's Office part-time payroll funding (0110401-511101) to account 0110401-530222 (actuarial valuation services). Funding for the January 1, 2015 actuarial valuation is included in the fiscal year 2015 Comptroller's Office budget.

Thank you.

Cc: Maureen Lemieux

RECEIVED
Newton City Clerk

CITY OF NEWTON

DOCKET REQUEST FORM

2014 APR 28 PM 12:35

DEADLINE NOTICE: Aldermanic Rules require items to be docketed with the Clerk of the Board NO LATER THAN 7:45 P.M. ON THE MONDAY PRIOR TO A FULL BOARD MEETING.

Newton, MA 02459

To: Clerk of the Board of Aldermen

Date: April 28, 2014

From (Docketer): Board of Aldermen

Address: _____

Phone: _____

E-mail: _____

Additional sponsors: _____

1. Please docket the following item (it will be edited for length if necessary):

The Board of Aldermen seeking 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.

2. The purpose and intended outcome of this item is:

- Fact-finding & discussion
- Appropriation, transfer,
- Expenditure, or bond authorization
- Special permit, site plan approval,
- Zone change (public hearing required)

- Ordinance change
- Resolution
- License or renewal
- Appointment confirmation
- Other: _____

3. I recommend that this item be assigned to the following committees:

- Programs & Services
- Zoning & Planning
- Public Facilities

- Finance
- Public Safety
- Land Use

- Real Property
- Special Committee
- No Opinion

4. This item should be taken up in committee:

- Immediately (Emergency only, please). Please state nature of emergency:

- As soon as possible, preferably within a month
- In due course, at discretion of Committee Chair
- When certain materials are made available, as noted in 7 & 8 on reverse
- Following public hearing