

CITY OF NEWTON
IN BOARD OF ALDERMEN
FINANCE COMMITTEE AGENDA

MONDAY, APRIL 22, 2013

7:00 PM
Room 222

PLEASE BRING YOUR BUDGET AND CIP BOOKS

ITEMS SCHEDULED FOR DISCUSSION:

BUDGET & CIP DISCUSSIONS:

Human Resources
Information Technology
Financial Information Systems
Executive Office

REFERRED TO FINANCE AND APPROPRIATE COMMITTEES

#322-12(2) HIS HONOR THE MAYOR submitting in accordance with Section 5-1 of the City of Newton Charter the FY14 Municipal/School Operating Budget totaling \$331,073,197 passage of which shall be concurrent with the FY14-FY18 Capital Improvement Program (#322-12). [04-08-13 @ 6:03 PM]
EFFECTIVE DATE OF SUBMISSION: 04/16/13; LAST DATE TO PASS THE BUDGET 05/31/12

REFERRED TO FINANCE AND APPROPRIATE COMMITTEES

#322-12 HIS HONOR THE MAYOR submitting the FY14-FY18 Capital Improvement Program pursuant to section 5-3 of the Newton City Charter. [10/09/12 @ 2:38 PM]

#155-13 HIS HONOR THE MAYOR requesting authorization to transfer the sum of sixty-two thousand two hundred seventy-two dollars (\$62,272) from the Financial Information Systems Full-Time Salaries Account to the Financial Information Systems Computer Equipment Repairs & Maintenance Account for the purpose of funding the purchase of hardware and software to run FinancePlus, CommunityPlus, and Munis on a fully redundant system. [04/08/13 @ 6:03 PM]

The location of this meeting is handicap accessible, and reasonable accommodations will be provided to persons requiring assistance. If you have a special accommodation need, please contact the Newton ADA Coordinator Trisha Guditz, 617-796-1156, via email at TGuditz@newtonma.gov or via TDD/TTY at (617) 796-1089 at least two days in advance of the meeting date.

- #156-13 HIS HONOR THE MAYOR requesting authorization to expend a ten thousand dollar (\$10,000) grant from the Fiscal Year 2013 Underage Alcohol Enforcement Grant Program offered by the Massachusetts Executive Office of Public Safety and Security to be used to support overtime costs to enforce laws against alcohol sales to minors. [04/19/13 @ 4:48 PM]

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #157-13 HIS HONOR THE MAYOR requesting authorization to appropriate the sum of one hundred nineteen thousand four hundred twenty-six dollars (\$119,426) from Fiscal Year 13 E-Rate Reimbursement Funds for the purpose of upgrading the wireless network at the high schools. [04/11/13 @ 12:16PM]
PROGRAMS & SERVICE APPROVED 6-0 on 04/17/13

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

- #158-13 HIS HONOR THE MAYOR requesting authorization to appropriate the sum of one hundred thirty-two thousand dollars (\$132,000) from the Capital Stabilization Fund (Completed Bond Financed Projects) for the purpose of addressing emergency repairs to the Library chiller system. [04-11-13 @ 12:15 PM]
PUBLIC FACILITIES APPROVED 8-0 on 04/17/13

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

- #205-12(2) HIS HONOR THE MAYOR requesting authorization to transfer the sum of one hundred eighty-four thousand three hundred nineteen dollars (\$184,319) within the FA Day Middle School Project Board Order to reallocate the unspent funds in various accounts. [04-11-13 @ 12:15 PM]
PUBLIC FACILITIES APPROVED 8-0 on 04/17/13

- #209-10(4) HIS HONOR THE MAYOR requesting that the Board of Aldermen establish an irrevocable Other Post Employment Benefits Trust Agreement. [02/25/13 @ 6:32 PM]

- #209-10(5) HIS HONOR THE MAYOR requesting that the Board of Aldermen direct the City Treasurer/Collector acting as custodian of the City's OPEB trust to invest all City OPEB trust funds with the State Retiree Benefits Trust Fund pursuant to Massachusetts General Law Chapter 32A, Section 24. [03/12/13 @ 4:03 PM]

ITEMS NOT SCHEDULED FOR DISCUSSION:

- #132-13 ALD. HESS-MAHAN & YATES proposing a Resolution to request that the Mayor adopt the provisions of Massachusetts General Laws Chapter 59 Section 5C, which provides for a local property tax exemption of up to 20% of the average assessed value of residential properties which are the principal residences of taxpayers. [03/13/13 2:29 PM]

REFERRED TO PUB. FACIL., PROG. & SERV. AND FINANCE COMMITTEES

- #138-13 HIS HONOR THE MAYOR requesting authorization to appropriate an amount that is yet to be determined from bonded indebtedness for the purpose of funding the Carr School renovation project. [03/25/13 @ 3:58 PM]

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

- #137-13 HIS HONOR THE MAYOR requesting authorization to appropriate an amount that is yet to be determined from bonded indebtedness for the purpose of installing a sprinkler fire protection system at the Mason-Rice Elementary School. [03/25/13 @ 3:58 PM]

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

- #136-13 HIS HONOR THE MAYOR requesting authorization to appropriate an amount that is yet to be determined from bonded indebtedness for the installation of up to ten modular classrooms at the Burr, Horace Mann, Mason-Rice and Bowen Elementary Schools. [03/25/13 @ 3:58 PM]

REFERRED TO ZONING & PLANNING AND FINANCE COMMITTEES

- #316-12(2) COMMUNITY PRESERVATION COMMITTEE recommending the
(#55-13) appropriation of four hundred seventy-five thousand dollars (\$475,000) to the Planning and Development Department to continue the Newton Homebuyer Assistance Program as described in the proposal amended in December 2012. [01/25/13 @ 12:33 PM]

ZONING & PLANNING APPROVED 6-0 ON 02/11/13

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]

- #40-13(2) FINANCE COMMITTEE requesting an amendment to the City of Newton Ordinances to establish a fine for failure to comply with the sidewalk café ordinance. [02/28/13 @ 4:17PM]

- #15-13 FINANCIAL AUDIT ADVISORY COMMITTEE requesting review and acceptance of the revised City of Newton Investment Policy. [12/18/12 @ 9:31 AM]

- #14-13(2) HIS HONOR THE MAYOR requesting amendment of the Municipal Whistleblower Policy, which was approved by the Board of Aldermen on February 4, 2013, to provide a more consistent policy. [03/11/13 @ 5:43 PM]

- #12-13 ALD. YATES requesting that the City's Treasurer/Collector accept credit cards as a method of payment for municipal bills.

REFERRED TO PUBLIC SAFETY & TRANS. AND FINANCE COMMITTEES

- #428-12 ALD. CICCONE & FULLER requesting a discussion with the Executive Office and the Police Department regarding police staffing and overtime costs. [12/07/12 @ 1:34 PM]
- #412-12 HIS HONOR THE MAYOR requesting a discussion regarding updating the City's departmental fees and fines. [11/27/12 @ 12:45 PM]

Public hearing assigned for May 6, 2013:

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

- #322-12(3) HIS HONOR THE MAYOR submitting recommended FY2014 Water and Sewer Rates for implementation on July 1, 2013. [04/08/13 @ 6:03 PM]

REFERRED TO PUBLIC SAFETY/TRANSPORTATION & FINANCE COMMITTEES

- #281-12 HARRY SANDERS requesting creation of an ordinance to allow pawnbrokers in the City of Newton pursuant to G.L. c. 140 section 70 with potential for non-fixed location of business. Secured property storage would not entail retail walk-in; model would entail possible satellite locations enabling the possibility of integrating Newton students. [08-31-12 @12:25 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. [09-10-12 @1:17 PM]

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 an 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 ALD. HESS-MAHAN, SANGIOLO, DANBERG, KALIS, CROSSLEY proposing an ordinance relating to plastic bag reduction that would add a fee to single-use plastic and paper bags that are not at least 40% post-consumer recycled content, at certain retail establishments in Newton. [07/18/12 @4:34 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.
[06/11/12 @ 11:23 PM]
PROG & SERV APPROVED 6-0 on 07/11/12
- #102-12 HIS HONOR THE MAYOR requesting authorization to appropriate the sum of five hundred thousand dollars (\$500,000) from cable contract receipts for the purpose of constructing Phase I of III to connect all city facilities with high-speed fiber infrastructure for continued reliance on the IT network. [04-09-12 @ 3:40 PM]
- #140-11 ALD. HESS-MAHAN requesting acceptance of MGL Chapter 59 §5c which allows communities to shift the tax burden away from homeowners who live in lower than average valued single and multi-family homes to owners of higher valued homes, second homes, and most apartment buildings. {04-15-11 @ 3:07 PM]

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

- #311-10(A) HIS HONOR THE MAYOR requesting an appropriation in the amount of three million three hundred thirty-five thousand dollars (\$3,035,000) from bonded indebtedness for the purpose of funding the FY 2011 Capital Improvement Plan projects as follows: [11/29/ 10 @ 3:23 PM]
Architectural Design and Engineering/ Next Scheduled Fire Station \$400,000
A-2 - HELD 6-0 \$270,000 for final design bidding and construction admin on 12/08/10

REFERRED TO LAND USE & FINANCE COMMITTEES

- #276-10 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.

REFERRED TO FINANCE AND PROGRAMS AND SERVICES COMMITTEES

- #245-06 ALD. JOHNSON AND HESS-MAHAN requesting an amendment to the City Charter to require the Mayor annually to prepare and submit to the Board of Aldermen a long-term financial forecast of anticipated revenue, expenditures and the general financial condition of the City, including, but not limited to identification of any factors which will affect the financial condition of the City; projected revenue and expenditure trends; potential sources of new or expanded revenues; anticipated municipal needs likely to require major expenditures; and a strategic plan for meeting anticipated municipal needs, to include, but not be limited to, any long or short-term actions that may be taken to enhance the financial condition of the City.

Respectfully submitted,

Leonard J. Gentile, Chairman



City of Newton, Massachusetts
Office of the Mayor

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(617) 796-1113

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(617) 796-1089

APR 22 AM 10:40
RECEIVED
Newton City Clerk
David A. Oison, CMC
Newton, MA 02459
E-mail: dswarren@newtonma.gov

SETTI D. WARREN
MAYOR

April 19, 2013

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

Re: Updated Capital Improvement Plan (CIP) FY14-18 (Docket #322-14)

Ladies and Gentlemen:

I submit for your approval, the FY14-18 CIP as updated. On October 15, 2012 the CIP was submitted for your review and public hearing. Since that time, we have held town hall meetings, solicited feedback from the public and the Honorable Board, and secured funding for over \$100M in capital improvements to include our schools, fire stations, and roads & sidewalks.

While the basic premise and content of the CIP book remains the same, some project changes have been posted with the submission of the FY14 budget generally summarized as follows:

- School building projects modified in scope or timeline.
- Reprioritized accessibility to the War Memorial anticipating increased programming.
- Scope of road paving of particular streets has been refined.
- Removal of underground storage tanks have been deleted- funded through the budget.
- Prioritized the addition of a Snow Melter and LED streetlights as new capital assets.

For your convenience, the most up-to-date version of the CIP sorted by priority, funding source, and asset type is posted on the City's website under the Building Department's "Capital Improvement Plan". Thank you for your consideration of this important matter.

Sincerely,

Setti D. Warren
Mayor

Cc: Maureen Lemieux, Chief Financial Officer

FY2014-2018 CIP by Funding Source

**Revised schedule of projects - Includes all new projects as of April 17, 2013

Priority	Dept	Asset Category	Project Title	Project Description / Justification	Est Cost in FY2014	Risk Factor	Prior Year Funding	ESCALATED COSTS (Costs in FY2015-2018 are escalated 3.5% a year)				
								FY2014	FY2015	FY2016	FY2017	FY2018
								Total	Total	Total	Total	Total
								\$ 50,390,259	\$ 63,520,062	\$ 85,112,331	\$ 36,708,472	\$ 18,967,874

BONDING (BY PRIORITY)

1	Schools	Building	Angier School - Renovation or Replacement	\$10M anticipated from MSBA. Renovation/replace 92 yr old school due to poor condition, aging bldg systems and inadequate space per State Ed standards.	\$ 37,500,000	63.1	\$ 750,000	\$ 5,000,000	\$ 17,500,000	\$ 14,250,000			
2	Schools	Building	Carr School - building Renovation	Create swing space for on-going Elem. school bldg projects. Includes system and accessibility upgrades, sprinklers, sitework, windows, and roof.	\$ 12,700,000	55.1	\$ 1,000,000	\$ 11,700,000					
3	Fire Dept	Building	Fire Station #3, HQs. and Wires - Renovation/Replace Newton Centre Station	Station #3 needs major repairs/upgrades. Co-located w/ Fire HQs. Upgrade systems for code compliance, access & female firefighters.	\$ 17,500,000	55.1		\$ 4,000,000	\$ 5,000,000	\$ 8,500,000			
6	Schools	Building	Short Term Space Needs - Add Modular Classrooms at Four Schools	Up to 9 new modular classrooms at Burr, Horace Mann, Bowen and Mason Rice. Project includes sprinklers at Mason Rice.	\$ 4,000,000	50.5		\$ 4,000,000					
7	DPW	Building	Crafts St. Salt Storage Sheds Replacement	Destruction by Hurricane Sandy has made this project urgent. Consolidate to one new shed.	\$ 400,000	50.4		\$ 400,000					
8	Fire Dept	Building	Fire Station #10 (Dedham Street) Renovation	Project will address aging building systems, code upgrades, access and accommodations for female firefighters.	\$ 4,252,000	50.3	\$ 780,000	\$ 3,472,000					
9	DPW	Building	Crafts Street Garage - Building Envelope & Roof Repair/ Replace	Address active roof leaks and masonry gap. Repair flashing; replace roof with new EPDM Roof. F143 design & pH.1 const. F14 phase 2 construction.	\$ 870,000	50.3	\$ 260,000	\$ 610,000					
10	Schools	Building	Cabot School - Renovation and Addition/Replacement	F114 feasibility study. Project will address aging systems, access, sprinklers, and space needs. Include cost to move to Cabot and back to Cabot. \$7.5M anticipated from MSBA.	\$ 45,000,000	50.0		\$ 750,000	\$ 17,250,000	\$ 27,000,000			
15	Senior Center	Building	Senior Center - Mechanical Upgrades	Replace fans and air handling units. Change boiler burner to gas-fired. Replace basement fan coil unit. Improve operation & efficiency for consistent heating/cooling	\$ 188,000	49.1		\$ 188,000					
18	Parks/Rec	Building	Lower Falls Community Center - Accessibility/ Site Upgrades	Code required project to provide accessible toilet rooms, an accessible drinking fountain, and lift to provide access to gym level.	\$ 300,000	48.9	\$ 25,000	\$ 275,000					
19	Schools	Building	Ward School - Accessible Entrance	Code required project to provide accessible entrance, toilet, and water fountain.	\$ 200,000	48.9		\$ 200,000					
20	IT	Information Technology	Install Citywide IT Data Network	Prepare for rapidly growing data volumes, improve speed, reliability and security. Enable new technologies (VOIP, Cloud-based apps)	\$ 1,000,000	48.9	\$ 500,000	\$ 500,000	\$ 517,500				
21	DPW	Roads/ Parking	LED (Light Emitting Diode) Streetlights replacement	Applied for Green Community and NSTAR grant funding-extended life expectancy (15 yrs) and energy reduction (3.3 year payback)	\$ 1,600,000	48.7	\$ 25,000	\$ 1,575,000					
22	Parks/Rec	Parks / Open Space	Crystal Lake - Water filtration System	Upgrade water filtration system to mitigate algae.	\$ 100,000	48.7		\$ 100,000					
24	DPW	Large Vehicle/ Equipment	DPW - Replace Street Sweeper	Replacement of vehicle taken out of service (#148). Dept will not have minimum (6 ea) needed for 4 sweeps/yr efficiently. Contracting out services is alternative at great F114 feasibility study. Project to address space needs due to growing enrollment, bldg systems, access. Include cost to move to Carr and back to Zervas	\$ 172,000	48.6		\$ 172,000					
29	Schools	Building	Zervas School - Renovation and Addition/ Replacement	Replacement of existing city vehicle/ equipment that is beyond useful life, used for street & sidewalk repairs. (#130)	\$ 40,000,000	48.6		\$ 750,000	\$ 5,000,000	\$ 16,000,000	\$ 19,000,000		
30	DPW	Large Vehicle/ Equipment	DPW - Replace 1995 Backhoe	Replace one 60 yo boiler and associated systems. 2nd boiler and DDC conversion in future project. Remove underground tank.	\$ 110,000	48.4		\$ 110,000					
33	Schools	Building	Palace School - Mechanical Upgrades		\$ 240,000	48.3			\$ 248,400				

RECEIVED
NEWTON CITY CLERK
2013 APR 22 AM 10:40
David A. Olson, CMC
Newton, MA 02459

Priority	Dept	Asset Category	Project Title	Project Description / Justification	Est Cost in FY2014	Risk Factor	Priority Year Funding	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
34	DPW	Large Vehicle/ Equipment	Snow Melter	Melt snow from Village squares in lieu of snow farms sited around the City. Reduces hauling and remediation costs associated with large storms.	\$ 300,000	48.3		\$ 300,000				
36	Library	Building	Newton Free Library - Mechanical Upgrades	Interior air handler replacement, pneumatic DDC controls conversion, replace chiller controls, repair/restore ice tank system.	\$ 1,100,000	48.2			\$ 517,500	\$ 321,368	\$ 332,615	
37	Police	Building	Police Headquarters - Mechanical Upgrades	Replace Roof Top Mechanical equipment that is beyond its useful life. Currently requires a lot of maintenance and service calls.	\$ 300,000	48.0			\$ 310,500			
38	Schools	Building	Horace Mann School - Exterior Masonry	Concrete around building has settled and cracked in various places creating a tripping hazard. Repair to prevent further deterioration.	\$ 100,000	47.6			\$ 103,500			
44	Schools	Building	Lincoln Elliot School - Plumbing Upgrades	Replace deteriorated sanitary pipes, distribution, risers and vents, toilet rooms. Assess issues in F115 to determine scope of additional work.	\$ 650,000	47.1			\$ 207,000		\$ 498,923	
45	Schools	Building	Horace Mann School - Electrical/ Emergency Generator	Replace emergency generator with smaller unit and install battery back-up emergency egress lighting system. Upgrade elec service/ panels.	\$ 350,000	47.1			\$ 129,375			
48	Fire Dept	Building	Fire Station #1, Newton Corner - Replace Emergency Generator	Replace emergency electrical generator (30KW, 208V/120V, 3-Phase, 4-Wire) and transfer switch which are at the end of their useful lives.	\$ 123,000	46.9			\$ 127,305			
52	DPW	Large Vehicle/ Equipment	DPW - Replace Large Construction Trucks	Replace 2 vehicles taken out of service: Vehicle #73 and #40. Required for sanding fleet for snow and for construction work.	\$ 300,000	46.3			\$ 310,500			
54	Public Buildings	Building	City Hall - Plumbing and Accessibility Improvements	Upgrade toilet rooms for improved accessibility as required by code.	\$ 100,000	45.9			\$ 103,500			
58	Police	Building	Police Headquarters - Roof Repair/ Replacement	Repair EPDM roof leaks. Repair copper cornice roof. Replace firing range roof.	\$ 83,000	45.6			\$ 85,905			
65	Fire Dept	Large Vehicle/ Equipment	Replace Fire Dept Pumper Truck in Newton Corner (Engine 1)	Replace Engine 1, a 1999 Pumper Truck which will exceed life expectancy in 2014, and replace a 1992 spare engine.	\$ 600,000	45.4			\$ 642,735			
66	Public Buildings	Building	Replace Underground Storage Tanks at City Buildings	Replace fuel tanks at DPW/Crafts Street Operations Center, Cabot Fk Fieldhouse, and DPW/Elliot Street Operations Center. Tanks are beyond useful life.	\$ 100,000	45.3			\$ 107,123			
68	Schools	Building	Ed Center - Electrical Upgrades	Upgrade electric service, panels and sub-panels to support IT server room and other building functions.	\$ 225,000	44.6			\$ 241,026			
70	Schools	Building	Education Center - Exterior Masonry Work	Repair, repoint and clean exterior masonry. This is Phase II of work begun in FY13.	\$ 400,000	44.1			\$ 107,123			
71	Public Buildings	Building	City Hall - Envelope - Masonry Repairs	On-going program to repair and repoint exterior masonry to preserve building envelope. Address worst areas first.	\$ 425,000	44.0			\$ 133,903			
72	Fire Dept	Building	Fire Station #1, Newton Corner - Replace Tanks	Remove diesel and heating oil tanks, replace with tanks from Countryside Schl. Abate room. Gas conversion and other mech. work in future renovation work.	\$ 75,000	43.8			\$ 80,342			
73	Schools	Building	FA Day School - Replace Boilers	Replace two 60 year old boilers and variable air volume (VAV) coil work.	\$ 450,000	43.8			\$ 107,123	\$ 388,051		
74	DPW	Large Vehicle/ Equipment	DPW - Replace 1985 Excavator	Replacement of existing city vehicle/equipment used for street & sidewalk repairs. (#110) Beyond useful life expectancy.	\$ 270,000	43.8			\$ 289,231			
77	Public Buildings	Building	City Hall - Mechanical Upgrades	Replace condensing units. Replace and insulate ductwork and replace fans. Add mini-split A/C units in conjunction with window restoration/ replacement.	\$ 425,000	43.7			\$ 267,806	\$ 138,590		
78	Parks/Rec	Building	Pelligrini Park Field House - Mechanical Upgrades	Replace boiler, remove underground storage tank. Convert to gas, provide new heating controls, fans and heaters in future.	\$ 250,000	43.6			\$ 160,684			
80	Schools	Building	Horace Mann School - Replace Roof	Replace Total Building 1986 Built up roof area. Roof has reached its life expectancy.	\$ 375,000	43.5			\$ 401,709			

Priority	Dept	Asset Category	Project Title	Project Description / Justification	Est Cost in FY2014	RISK Factor	Prior Year Funding	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
90	Schools	Building	Bigelow School - Mechanical Upgrades	Boilers are 24 years old and beyond their useful life. Replace one boiler now and one in future year.	\$ 250,000	40.8					\$ 277,179	
94	DPW	Building	Crafts Street Garage - Mechanical Upgrades	Complete roof top unit work begun in stimulus project. Replace fans, duct work, unit heaters. Provide gas detection system.	\$ 400,000	40.4					\$ 443,487	
96	Fire Dept	Building	Fire Station #2, West Newton - Replace Emergency Generator	Replace emergency generator which is at the end of it useful life. Install life/safety equipment stored in Wires Division.	\$ 163,000	40.3					\$ 180,721	
99	Schools	Building	Lincoln Ellet School - Replace Emergency Generator	Replace emergency generator with smaller unit and install battery back-up emergency egress lighting system.	\$ 150,000	40.1					\$ 166,308	
108	Fire Dept	Building	Fire Station #1, Newton Corner - Replace Windows & Doors & Repair Masonry	Remove existing windows and replace w/energy efficient insulated units(glass). Repair and repoint exterior masonry to preserve building envelope.	\$ 386,000	38.3					\$ 427,965	
109	Fire Dept	Building	Fire Station #2, West Newton - Replace Ext. Windows & Doors	Remove existing wood windows and replace with new energy efficient insulated windows (40ea).	\$ 87,000	38.3					\$ 96,458	
110	Schools	Building	Brown School - Replace Underground Storage Tank	Tank is beyond useful life and needed to ensure safe fuel supply to the building.	\$ 200,000	38.1					\$ 221,744	
114	DPW	Large Vehicle/ Equipment	DPW - Replace Large Construction Trucks	Replace vehicles out of service: Vehicle #101 (1993) and #69 (1983). Required for sanding for snow and for construction work.	\$ 300,000	37.8					\$ 332,615	
119	Schools	Building	Ed Center - Mechanical Upgrades	Replace boiler, second boiler and hot water conversion in out years. Boilers are 35 years old.	\$ 1,000,000	37.6					\$ 286,881	
121	Public Buildings	Building	Replace Underground Storage Tanks at City Buildings	Replace fuel tanks at Fire Station #1 and Fire Station #2. Tanks are beyond useful life.	\$ 100,000	37.5					\$ 114,752	
122	DPW	Large Vehicle/ Equipment	DPW - Replace 1997 Backhoe	Replacement of existing city vehicle/ equipment used for street & sidewalk repairs. (#120) at useful life expectancy.	\$ 110,000	37.5					\$ 126,228	
125	Fire Dept	Large Vehicle/ Equipment	Replace Fire Dept Pumper Truck (Engine 3)	Replace Engine 3, a 2004 Pumper Truck; to be used as spare to replace spare Engine 14, a 1992 pumper that should no longer be used.	\$ 600,000	37.4					\$ 688,514	
127	Schools	Building	Newton South High School - Fire Alarm Upgrades	Upgrade fire alarm system to be fully addressable.	\$ 150,000	37.3					\$ 172,128	
130	Police	Building	Police Annex - Emergency Generator	Replace generator with emergency battery back-up system. Update system for ADA compliance. Upgrade exterior lighting & occupancy sensors.	\$ 140,000	37.1					\$ 160,653	
134	Schools	Building	Ed Center - Accessibility Upgrades	Upgrade elevator, door hardware, and signage for accessibility.	\$ 400,000	37.1					\$ 114,752	
135	Schools	Building	Burr School - Accessibility Upgrades	Upgrade entrance ramp, elevator, toilet rooms, and door hardware for accessibility.	\$ 300,000	37.1					\$ 114,752	
136	Schools	Building	Newton South High School - Mechanical Upgrades	Replace air handlers and roof top equipment and remove underground storage tanks.	\$ 375,000	37.1					\$ 430,321	
137	Parks/Rec	Parks / Open Space	Newton Highlands Playrind - Ph I Design & Construction	2008 Master Plan for park renovation in 2 phases. Ph I to address drainage problems & build new ball fields and courts. Highly used park.	\$ 1,550,000	37.1					\$ 1,893,413	
138	DPW	Large Vehicle/ Equipment	DPW - Replace 1994 Packer Trash Collection Vehicle	Replacement of existing city vehicle/ equipment used for collecting trash/recycling in Parks & Village Centers. (#52)	\$ 150,000	37.1					\$ 172,128	
139	Parks/Rec	Building	Gath Pool - New Swim Facility Design and Construction	Replace outdated / failing City Pool Facility. Existing bldg naturally vented to outside putting pipes and interior surfaces at risk of failure.	\$ 7,500,000	37.0					\$ 573,762	
140	Public Buildings	Building	City Hall - Sprinklers and Fire Alarm Upgrades	Plan installation of sprinkler system and addressable fire alarm upgrades in City Hall in conjunction with other building upgrades.	\$ 1,215,000	36.9						

Priority	Dept	Asset Category	Project Title	Project Description / Justification	Est Cost in FY2014	Risk Factor	Proj Year Funding	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
145	Library	Building	Newton Free Library - Generator Replacement	Library used as cooling station for residents. Existing energy agreement mandates peak usage on auxiliary power when regional demand is high extreme. Truck lights up area during night time operations with a cascade system allowing refill of air tanks at the incident; carries Haz Mat supplies.	\$ 250,000	36.4						
146	Fire Dept	Large Vehicle/ Equipment	New Fire Dept Combo Lighting / Cascade Truck / Emergency Rescue Unit.	Install new membrane roof on flat roofs. Repair/replace gutters on balcony roofs. Replace metal roofing and flashing as required.	\$ 100,000	36.4						
147	Public Buildings	Building	City Hall - Roof Repair/Replacement	Replace emergency generator and electrical upgrades.	\$ 1,226,000	36.4						
148	Public Buildings	Building	City Hall - Electrical Upgrades	Hot water conversion and distribution as part of future major renovation. (Could also keep the steam system for approx \$500K). Include in major renovation.	\$ 225,000	36.3						
150	Schools	Building	Ward School - Mechanical Upgrades	Future building renovation will address hardware, water elevator, etc. (stage access, railings signage, water fountains).	\$ 2,000,000	36.2						
151	Schools	Building	Ward School - Accessibility Improvements	Remove fuel storage tanks and convert to gas. Other mechanical work to be done as part of future building renovation.	\$ 1,480,000	36.2						
152	Fire Dept	Building	Fire Station #2, West Newton - Mechanical Upgrades	Replace of 1950's portion of the building's roofing system as it has reached its life expectancy.	\$ 140,000	36.2						
153	Schools	Building	Bowen School - Roof Replacement	Replace emergency generator, electrical panels and sub-panels.	\$ 180,000	36.2						
154	Schools	Building	Mason Rice School - Electrical Upgrades	Sanitary piping is deteriorating. Upgrades to toilet rooms and water fountains	\$ 325,000	36.1						
155	Schools	Building	Peirce School - Plumbing Upgrades	Replace the 1990's serrifill roofing system on the main portion of the building. Existing roof has reached its life expectancy.	\$ 225,000	36.0						
156	Schools	Building	Mason Rice School - Replace Roof	Replace entire building roof system. Roof is beyond its useful life.	\$ 580,000	35.9						
157	Schools	Building	Bigelow School - Roof Replacement	Replace the total building roofing system installed in the 1980's.	\$ 750,000	35.9						
158	Schools	Building	Burr School - Replace Roof	Direct Digital Controls conversion and upgrade heating distribution system.	\$ 450,000	35.9						
163	Schools	Building	Mason Rice School - Mechanical Upgrades	Upgrade / replace egress lighting and exit signage per code. Upgrade audible fire alarm and strobes to ADA compliance. Replace receptacles, conduit, electric panels.	\$ 450,000	35.6						
164	DPW	Building	Elliot St. Garage - Electrical Upgrades	Replace interior air handlers in first year. Direct Digital Controls conversion.	\$ 192,000	35.5						
165	Schools	Building	Bowen School - Mechanical Upgrades	Replace 1996 F800 with 165K miles on it. Not cost effective to keep it on the road. Safety components are failing, putting personnel at risk.	\$ 325,000	35.5						
166	Fire Dept	Large Vehicle/ Equipment	Replace Fire Dept Bucket Truck	Front stair railing collapsing; catch basin at entrance plaza, parking area, make accessible route	\$ 200,000	35.4						
168	Schools	Roads/ Parking	Burr School - Stework Sidewalk Ramp Repairs	Replace aging windows and exterior doors to improve comfort, operation, and energy efficiency.	\$ 280,000	35.4						
169	Schools	Building	Bigelow School - Replace Windows and Doors	Accessibility upgrades including compliant door hardware, Toilets, and Elevator	\$ 400,000	35.4						
170	Schools	Building	Underwood School - Accessibility Upgrades	Repair foundation walls and rebuild ramp foundation walls. Repair/replace driveway retaining wall. Repair cracks; repoint mortar joints.	\$ 415,000	35.4						
172	DPW	Building	Elliot St. Operations Building - Building Envelope	Replacement of existing city vehicle/ equipment used to load materials for street & sidewalk repairs. (#104)	\$ 123,000	35.2						
173	DPW	Large Vehicle/ Equipment	DPW - Replace 1998 Front End Loader		\$ 160,000	35.2						

Priority	Dept	Asset Category	Project Title	Project Description / Justification	Est Cost in FY2014	Risk Factor	Prior Year Funding	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
175	Schools	Building	Memorial Spaulding School - Mechanical Upgrades	Replace controls, air handlers. Replace 2nd boiler, hot water conversion, and Direct Digital Controls conversion.	\$ 750,000	35.2						
176	Schools	Building	Underwood School - Replace Roof	Replace whole building roof in 2 phases.	\$ 450,000	35.1						
177	Schools	Building	Oak Hill School - Mechanical Upgrades - Roof Top Units and Distribution System	Replace roof top air handling units and distribution system	\$ 250,000	35.1						
178	Schools	Building	Newton South High School - Electrical Upgrades	Upgrades to Lighting and controls	\$ 150,000	35.1						
180	Parks/Rec	Parts / Open Space	Replace Weeks Playground Tennis Courts	Replace 4 existing tennis courts at Weeks Playground.	\$ 220,000	35.1						
181	Parks/Rec	Parts / Open Space	Replace McGrath Playground (Warren) Tennis Courts	Replace 4 existing tennis courts at McGrath Playground (Warren).	\$ 220,000	35.1						
184	Parks/Rec	Building	Emerson Community Center - Accessibility Upgrades	Upgrade toilet rooms. Install accessible door hardware and drinking fountains. Resurface main entrance ramp and install handrails.	\$ 209,000	35.0						
185	Schools	Building	Williams School - Mechanical Upgrades	Replace Air handlers. Direct Digital Controls conversion for HVAC system.	\$ 200,000	34.9						
186	Schools	Building	Underwood School - Mechanical Upgrades	Upgrade Distribution system, controls, and remove underground tank.	\$ 525,000	34.9						
187	Public Buildings	Building	City Hall - Repair Front stone entry stairs and Accessible Ramp	Rebuild accessible ramp. Repair and repaint stone cornice. Rebuild/reset main entry stairs and install code-compliant railings.	\$ 324,000	34.9						
188	Schools	Building	Countryside School - Mechanical Upgrades	Replace RTUs at Annex. Direct Digital Control conversion	\$ 250,000	34.9						
189	Schools	Building	Ward School - Mechanical Upgrades	Replace second boiler and steam trap work.	\$ 300,000	34.9						
190	Schools	Building	Bigelow School - Mechanical Upgrades	Replace 2nd boiler and associated equipment, distribution and vents. Boilers are 54 years old. Replace one boiler in the first year.	\$ 960,000	34.9						
191	Police	Building	Police Annex - Mechanical Upgrades	Replace baseboard heaters in bathrooms. Provide proper ventilation/exhaust in locker rooms and bathrooms. Replace boiler with new high efficiency gas-fired boiler.	\$ 170,000	34.9						
192	DPW	Large Vehicle/ Equipment	DPW - Replace Street Sweeper	Replacement of vehicle taken out of service. Vehicle #148. Dept will not have minimum (6 ea) needed for 4 sweeps/yr efficiently.	\$ 172,000	34.8						
193	DPW	Building	Elliot Street Sanit_Salt Shed - Structural and Envelope Repairs	Replace wood truss members. Add brace supports at ends to prevent walls from buckling. Repair wood buttresses and extend push wall 10' higher to keep weight.	\$ 142,000	34.8						
194	Public Buildings	Building	Nonantum Library-Mechanical	Replace baseboard heating on first floor. Provide pipe insulation. Replace air handling unit in basement with new controls. Provide exhaust fan. 150 CFM in 5th station of 7 buildings to be renovated. Work includes building envelope, interior finishes, mechanical, electrical, plumbing, life/safety, ADA upgrades.	\$ 205,000	34.7						
195	Fire Dept	Building	Fire Station #1, Newton Corner - Renovation	Hot water conversion w/renovation. 2nd boiler and distribution system.	\$ 723,000	34.6						
196	Schools	Building	Lincoln Eliot School - Mechanical Upgrades	Replace existing cast iron radiators with new steam baseboard units. Remove and replace all old insulation on heating pipes. Potential abatement needed.	\$ 525,000	34.6						
197	Parks/Rec	Building	Emerson Community Center - Mechanical Upgrades	Replace electrical panel. Replace exterior lighting to improve safety. Replace main electric service and wiring. Upgrade lighting to improve energy efficiency.	\$ 75,000	34.6						
199	Public Buildings	Building	Weban Library-Electrical	Replace ladder 2. 15 years old. Maxed out on life expectancy. to be used as spare to replace spare ladder 5 a 1985 ladder to be taken out of service.	\$ 108,000	34.5						
200	Fire Dept	Large Vehicle/ Equipment	Replace Fire Dept Aerial Ladder (Ladder 2)		\$ 1,000,000	34.4						

Priority	Dept	Asset Category	Project Title	Project Description / Justification	Est Cost in FY2014	Risk Factor	Priority Year Funding	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	
202	Fire Dept	Building	Fire Station #2, West Newton - Repair Building Envelope	Address structural crack in CMU wall first. Repair/replace exterior masonry.	\$ 166,000	34.4							
203	Parks/Rec	Building	Pelligrini Park Field House - Replace Roofs	Replace lower roofing membrane, gutters and downspouts. Replace upper Gym membrane roof with a new EPDM roof.	\$ 225,000	34.4							
205	Schools	Building	Bowen School - Electrical Upgrades	Replace electrical panels and sub-panels in original buildings.	\$ 75,000	34.2							
206	Public Buildings	Building	Nonantum Library-Electrical	Upgrade interior lighting and power distribution. Replace electrical panel and main electrical service.	\$ 101,637	34.2							
208	Parks/Rec	Building	Gash Pool - Electrical and Mechanical Upgrades	Upgrade fire alarm and egress lighting. Replace electrical panels. Install exhaust fans. Replace Heater Pump, piping and fittings.	\$ 142,000	34.0							
209	Public Buildings	Building	Kennard Estate - Replace Septic System	Replace Septic System by connecting to City Sewer Infrastructure.	\$ 100,000	34.0							
210	Schools	Building	Horace Mann School - Accessibility Upgrades	Upgrade toilet rooms, water fountains and door hardware for accessibility.	\$ 220,000	33.9							
211	DPW	Large Vehicle/ Equipment	DPW - Replace Street Sweeper	Replacement of vehicle taken out of service. Vehicle #148, Deep will not have minimum (6 ea) needed for 4 sweeps/yr efficiently.	\$ 172,000	33.9							
215	Parks/Rec	Parks / Open Space	Newton Highlands Playground - Phase II Design & Construction	2008 Master Plan for park renovation in 2 phases. Ph II will complete the fields to provide tennis courts and football field.	\$ 1,925,000	33.6							
216	Parks/Rec	Building	Lower Falls Community Center - Electrical Upgrades	Upgrade lighting and power distribution. Update fire alarm horn strobes and beacons.	\$ 84,000	33.6							
217	DPW	Building	Elliot St. Garage - New Windows and Doors and Envelope Repairs	Replace metal windows and security screens. Remove and replace overhead doors with new insulated overhead doors. Repair exterior brick and at steel window lintels.	\$ 103,000	33.6							
218	Schools	Building	Ward School - Electrical Upgrades	Upgrade electrical panels and distribution system.	\$ 210,000	33.6							
219	Parks/Rec	Building	Emerson Community Center - Electrical Upgrades	Replace switchboard and increase service size to meet electrical demands. Replace original overloaded electrical panels. Install emergency audiovisual horn strobes.	\$ 108,000	33.6							
222	Library	Information Technology	Library Book Autocheckin/Sorting System	Almost 2 million library materials/yr checked in automatically and sorted by material type	\$ 210,000	33.5							
223	DPW	Large Vehicle/ Equipment	DPW - Replace 1984 Do All Large Construction Truck	Replacement of existing city vehicle/ equipment used for street & sidewalk construction and snow removal operations. (#87)	\$ 150,000	33.5							
224	Fire Dept	Building	Fire Station #2, West Newton - Renovation	6th station of 7 buildings to be renovated. Work includes mechanical, electrical, plumbing, code compliance and accessibility upgrades.	\$ 7,700,000	33.5							
225	DPW	Building	Elliot St. Operations Building - Roof Repair/ Replacement	Remove and replace corrugated fiberglass roof. Repair/replace existing slate roof and add ice shield to prevent ice damming and icicle build-up. Repair/replace gutters.	\$ 235,000	33.5							
226	Police	Building	Police Garage - Mechanical Upgrades	Replace ceiling hung unit heaters. Provide bathroom exhaust fan and split air conditioning system. Remove abandoned steam piping to prevent possibility of freezing.	\$ 164,000	33.5							
227	DPW	Large Vehicle/ Equipment	DPW - Replace 1993 Bomberdier Sidewalk Plow	Replacement of existing city vehicle/ equipment used to maintain clear sidewalks throughout the City during snow events. (#173)	\$ 125,000	33.5							
228	Senior Center	Building	Senior Center - Sprinklers and Fire Alarm Upgrades	Install code-compliant sprinkler system in building in conjunction with any major building upgrade or addition.	\$ 170,000	33.4							
229	Public Buildings	Building	City Hall - Plumbing Upgrades	Remove toilet rooms and replace cold and hot water piping as required. Provide insulation for all piping.	\$ 137,000	33.2							
230	Schools	Building	Ward School - Replace Roof	Replace Flat Gym 1980's built up roofing system. It has reached its life expectancy.	\$ 160,000	33.1							

Priority	Dept	Asset Category	Project Title	Project Description / Justification	Est Cost in FY2014	Risk Factor	Prior Year Funding	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
231	Schools	Building	Memorial Spaulding School - Replace Roof	Replace 1980's Built up roof area. It has reached its life expectancy.	\$ 350,000	33.1						
232	Parks/Rec	Building	Burr Park Field House - Mechanical/Electrical Upgrades	Replace steam boiler, radiators, venting and piping. Replace exterior lighting to improve safety and security. Upgrade interior lighting and original wiring and conduit.	\$ 100,000	33.1						
233	Public Buildings	Building	Public Buildings Department-Electrical	Replace electrical distribution panels and main electrical service. Upgrade Telcom and Electrical Infrastructure to BCS1 and Electrical Code. Replace interior lights to improve	\$ 118,000	33.1						
234	Schools	Building	Bigelow School - Accessibility Upgrades	Upgrade toilet rooms, elevator, door hardware and signage for accessibility.	\$ 400,000	33.1						
235	Public Buildings	Building	Public Buildings Department-Mechanical	Replace duct mounted steam coils and baseboard heaters. Replace ductwork with insulated ductwork. Provide make up air dampers and control for emergency	\$ 115,000	32.9						
236	Parks/Rec	Parks / Open Space	Newton Upper Falls/ Braceland Playground - Design & Construction	Master Plan for park renovation - Construction will include new athletic fields, new play structure and site work and improvements.	\$ 1,675,000	32.8						
238	Parks/Rec	Building	Pelligrini Park Field House - Exterior Windows & Doors	Replace windows and security screens with new insulated windows and new security screens. Repair and repaint masonry walls and restore murals.	\$ 130,500	32.5						
240	Parks/Rec	Building	Burr Park Field House - Accessibility/Sign Upgrades	Accessibility upgrades to toilet rooms and features, signage, drinking fountain, and door hardware. Provide accessible path to entrance and an accessible parking	\$ 160,500	32.4						
241	Public Buildings	Building	Kennard Estate-Building Envelope, Windows and Doors	Replace wood windows and shutters with historic, appropriate units.	\$ 240,000	32.3						
242	Public Buildings	Building	Abundant Library -Mechanical Upgrades	Replace boiler with new steam oil-fired boiler. Replace breeching, combustion air dampers and ductwork. Include heating zone and radiators in basement area.	\$ 125,000	32.3						
243	Parks/Rec	Building	Pelligrini Park Field House - Electrical Upgrades	Upgrade lighting and power distribution for energy efficiency. Provide protective cages over gym fixtures. Replace electric panels.	\$ 176,000	32.1						
244	Schools	Building	Lincoln Elias School - Replace Windows and Doors	Replace windows in 1965 addition and 1975 clerestory windows	\$ 280,000	32.0						
245	Fire Dept	Large Vehicle/ Equipment	Replace Fire Pumper Truck (Engine 7)	Replace Engine 7 pumper truck. Engine 7 will become a spare.	\$ 600,000	32.0						
246	Schools	Building	FA Day School - Accessibility Upgrades / Replace Elevator	Upgrades for ADA Compliant elevator, toilet rooms, door hardware, and signage	\$ 350,000	32.0						
247	Police	Building	Police Garage - Roof Replacement	Replace PVC roof installed in the 1950's as required. It has reached life expectancy. Repair water diverter above support service door.	\$ 193,000	31.9						
248	DPW	Building	Crafts Street Garage - Replace Overhead Garage Doors	Replace ten 25-year old overhead doors and tracks. Replace exterior entrance doors and vestibule doors.	\$ 80,000	31.9						
249	Parks/Rec	Large Vehicle/ Equipment	Replace Parks Dump Truck (replace 1998 truck #430)	Replacement of vehicle that is used daily for maintenance operations that exceeded its useful life span.	\$ 75,000	31.8						
250	Schools	Building	Franklin School - Building Envelope	Replace windows and doors and repair/restore masonry.	\$ 700,000	31.7						
251	Parks/Rec	Building	Newton Corner Parks & Rec Headquarters Building Envelope	Repair front entry concrete. Install new side entry stairs and handrails. Remove and replace wood stairs. Install vents throughout balance of soffits.	\$ 114,500	31.3						
252	Police	Building	Police Headquarters - Repair Concrete	Repair concrete at the fire range ceiling. Rebuild tunnel ceiling, waterproof, etc. Repair interior CMU and concrete walls. Replace carpet flooring that is a tripping hazard.	\$ 100,000	31.3						
253	DPW	Building	Elliot St. Operations Building - Mechanical/Plumbing Upgrades	Boiler upgrades per code reqts. Replace unit heaters and finned tube heaters. Upgrade bathrooms. Replace water heater.	\$ 169,000	31.3						
254	Schools	Building	Horace Mann School - Restore/Replace Modular	Existing modular is nearing the end of its useful life and will need to be reconditioned or replaced with permanent construction	\$ 1,000,000	31.2						

Priority	Dept	Asset Category	Project Title	Project Description / Justification	Est Cost in FY2014	Risk Factor	Prior Year Funding	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
256	Fire Dept	Large Vehicle/ Equipment	Replace Fire Dept 1994 Cube Van W-4	Replace 1994 Ford Cube Van (85,000 miles) for Wires Division which is responsible for city fiber optic, fire alarms, radio and phone systems.	\$ 60,000	30.9						
257	Parks/Rec	Building	Auburndale Cove Fieldhouse - Building Upgrades	Project to fully upgrade existing building or replace with new structure.	\$ 206,000	30.7						
258	Public Buildings	Building	City Hall - Kitchen Mechanical Upgrades	Repair, upgrade kitchen equipment and stove ventilation in cafeteria kitchen to comply with current code requirements.	\$ 168,000	30.5						
259	Parks/Rec	Building	Upper Falls Fieldhouse-Building Upgrades	Upgrade or replace building. Work includes lighting, toilet rooms, roofing and envelope repairs.	\$ 123,000	30.3						
261	Schools	Building	Franklin School - Mechanical Upgrades	Replace boilers, hot water conversion, and Direct Digital Control conversion.	\$ 825,000	30.2						
262	Schools	Building	Bowen School - Accessibility Upgrades	Upgrades to toilet rooms, signage hardware, railings and assembly spaces for accessibility.	\$ 200,000	30.1						
263	Schools	Building	Franklin School - Accessibility and Plumbing Upgrades	Upgrade Toilet rooms, Water fountains, Door hardware and signage for accessibility.	\$ 365,000	30.1						
264	Schools	Building	Mason Rice School - Accessibility Upgrades	Upgrade hardware, toilet rooms, and water fountains for accessibility.	\$ 185,000	30.1						
265	Schools	Building	Memorial Spaulding School - Accessibility Upgrades	Upgrade toilet rooms, door hardware, water fountains, and signage for accessibility.	\$ 300,000	30.1						
266	Schools	Building	Lincoln Elliot School - Accessibility Upgrades	Upgrade toilet rooms, door hardware, elevator, entrance ramp, and signage for accessibility.	\$ 940,000	30.1						
270	DPW	Building	Elliot St. Operations Building - Replace Windows & Doors	Remove and replace windows. Replace overhead doors. Replace exterior and interior doors.	\$ 80,000	29.9						
271	DPW	Building	Crafts St. Quonset Hut Replacement	Replace Quonset Hut at Crafts St. with new facility. Covered storage extends life of vehicles and equipment	\$ 350,000	29.8						
272	Schools	Building	Underwood School - Electrical Upgrades	Upgrades to electrical panels and sub-panels and emergency Generator	\$ 100,000	29.6						
273	Schools	Building	Williams School - Accessibility Upgrades	Upgrade door hardware, openings, toilet rooms, railings, and signage for accessibility.	\$ 250,000	29.6						
275	Parks/Rec	Building	Lower Falls Community Center - Replace Gym Floor	Replace gym floor with new wood flooring. Replace damaged carpeting and VCT flooring.	\$ 80,000	29.3						
277	Parks/Rec	Parks / Open Space	Replace Cold Spring Park Tennis Courts	Replace 3 existing tennis courts at this location. Courts have deteriorated.	\$ 150,000	28.7						
278	Parks/Rec	Parks / Open Space	Replace Hallovan Field Athletic Lighting (Albemarle)	Replace the athletic lighting at the City's premier athletic complex	\$ 150,000	28.4						
279	Police	Building	Police Garage - Electrical Upgrades	Connect Garage to generator. Upgrade interior and exterior lighting for energy. Replace conduit, wiring, distribution panel. Upgrade smoke/fire detection system.	\$ 207,000	28.4						
280	Schools	Building	Police School - Accessibility Upgrades	Upgrades to door hardware, toilet rooms, railings, and signage for accessibility.	\$ 300,000	28.4						
284	DPW	Building	Crafts Street Garage - Site Upgrades	Install accessible ramp at entrance. Provide accessible toilet rooms. Resurface and re-grade pavement to comply with ADA requirements. Provide accessible parking space.	\$ 194,000	26.7						
285	Schools	Building	Lincoln Elliot School - Electrical Upgrades	Replace electric panels and sub-panels.	\$ 125,000	26.7						
286	Public Buildings	Building	Auburndale Library - Electrical Upgrades	Electrical and lighting upgrades for code compliance and to improve energy efficiency. Replace electric panel.	\$ 86,607	26.5						

Priority	Dept	Asset Category	Project Title	Project Description / Justification	Est Cost in FY2014	Risk Factor	Prior Year Funding	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
287	Public Buildings	Building	Public Buildings Department-roofs	Paint corrugated metal shed roof. Install new roof shingles. Paint rafter ends and plywood. Remove skylights and replace with solar light tubes.	\$ 97,000	26.5						
288	Police	Building	Police Garage - Windows & Doors and Building Envelope	Replace overhead doors and glass block windows. Replace door to planning/research and glass block wall. Repair masonry veneer exterior. Repair step cracking in	\$ 140,000	26.4						
289	Fire Dept	Large Vehicle/Equipment	Replace Fire Dept Pumper Truck (Engine 4)	Replace Engine 4. A 2010 pumper. Engine 4 will become a spare.	\$ 600,000	26.2						
290	Schools	Building	Peirce School - Electrical Upgrades	Replace electric panels and sub-panels.	\$ 75,000	26.1						
291	Schools	Building	Zervas School - Plumbing Upgrades	Upgrades toilet rooms and water fountains.	\$ 100,000	26.1						
292	Schools	Building	Burr School - Electrical Upgrades	Replace electric panels and sub-panels	\$ 100,000	26.1						
293	Parks/Rec	Parks / Open Space	Replace Cabot Park Tennis Courts	Replace two existing tennis courts at Cabot Park.	\$ 100,000	26.0						
294	DPW	Building	Elliot St. Operations building - Accessibility/Site	Restripe pavement and provide parking signage to create accessible parking spaces; construct an accessible entrance to the building.	\$ 85,000	26.0						
295	Schools	Building	Countryside School - Plumbing Upgrades	Upgrade toilet rooms and water fountains, and add fixtures per code requirements.	\$ 125,000	26.0						
297	Schools	Building	Horace Mann School - Mechanical Upgrades	Replace znd boiler and replace modular roof top air handling units	\$ 300,000	25.7						
298	IT	Information Technology	Upgrade to Voice Over IP Phone System	Replace 12 year old phone systems with VOIP (data/voice) capable systems, allowing faster move-add-change and lower hardware costs.	\$ 250,000	28.2						
300	Schools	Building	Ward School - Replace Windows and Doors	Replace windows in gym wing and storefront system.	\$ 425,000	25.6						
302	Schools	Building	Countryside School - Replace Windows and Doors	Replace single pane storefront system in connector and annex windows and exterior doors.	\$ 500,000	25.3						
303	Schools	Building	Brown School - Accessibility Upgrades	Upgrade existing elevator for code compliance, signage, hardware, and reconfigure locker rooms for accessibility.	\$ 600,000	24.8						
304	Schools	Building	Countryside School - Accessibility Upgrades	Upgrade toilets, signage, door hardware, and accessible entrance.	\$ 150,000	24.8						
306	Fire Dept	Large Vehicle/Equipment	Fire Dept Equipment Replacement	Replace firefighters personal turnout gear. NFPA Standard is to replace every 10 yrs; now 3 yrs old. Best to replace incrementally instead of all at once.	\$ 400,000	24.7						
309	Schools	Roads/ Parking	Schools - Repave Parking Areas	Repave parking areas and sidewalks in poor condition at Ward, Brown, Underwood, Mason Rice, Oak Hill, Williams, Zervas and Peirce.	\$ 400,000	23.7						
310	Fire Dept	Large Vehicle/Equipment	Replace Fire Dept Aerial Ladder (Ladder 3)	Replace ladder 3. 15 years old. Ladder 3 becomes a spare, replacing spare Ladder 4.	\$ 1,000,000	23.5						
312	Parks/Rec	Parks / Open Space	Replace Newton South High School Tennis Courts	Replace existing courts at this location and lighting. Consider Private-Public Partnership.	\$ 750,000	23.3						
313	DPW	Building	New DPW Equipment Shelter - Elliot St	Provide covered storage for vehicles and equipment. Covered storage extends life of vehicles and equipment	\$ 150,000	23.2						
315	DPW	Building	Elliot St. Garage - Roof Repair/Replacement	Replace/repair EPDM roof. Replace damaged roof panels.	\$ 91,000	22.2						
317	IT	Information Technology	Build/Upgrade Data Center	Create consolidated industry standard data center(s). (HVAC, fire protection, virtual servers)	\$ 300,000	21.8						

Priority	Dept	Asset Category	Project Title	Project Description / Justification	Est Cost in FY2014	Risk Factor	Prior Year Funding	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
321	DPW	Building	Elliot St. Operations Building - Interior and Finish Upgrades	Repair steel framing in attic. Repair deteriorated concrete and CMU. Upgrade lighting and install new acoustical ceilings.	\$ 147,000	18.1						
21	DPW	Building	DPW Equipment Shelter - Crafts St	Provide (new) covered storage for vehicles and equipment. Covered storage extends life of vehicles and equipment.	\$ 150,000	25.4						
22	DPW	Building	Sub-total:		\$ 246,083,744							
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ELIGIBLE												
40	DPW	Roads/ Parking	Provide ADA Access Curb Cuts to sidewalks	Provide appropriate curb cuts to comply with federal ADA requirements and to provide safe, accessible means to and from City sidewalks.	\$ 62,000	47.4		\$ 62,000				
53	Parks/Rec	Parks / Open Space	Newton Centre Playground Phase V & VI - Accessibility	Add ADA compliant access route to a portion of Newton Centre Playground. Approved for CDBG funding by City Commission on Disability.	\$ 90,000	46.3		\$ 45,000	\$ 46,575			
60	Public Buildings	Building	City Hall - Elevator and Accessibility Upgrades	Current elevator installed in 1976 and does not meet current ADA requirements.	\$ 700,000	45.6		\$ 80,000	\$ 620,000			
64	DPW	Roads/ Parking	Sidewalk improvements - Provide ADA Access Curb cuts	Provide appropriate curb cuts to comply with federal ADA requirements and to provide safe, accessible means to and from City sidewalks.	\$ 63,500	45.5			\$ 65,723			
75	DPW	Roads/ Parking	Replace Gath/Albemarle Foot Bridge	Footbridge is in poor condition and is not wheelchair accessible. Footbridge is part of evacuation route for Day MS.	\$ 150,000	43.7				\$ 160,684		
81	DPW	Roads/ Parking	Sidewalk improvements - Provide ADA Access Curb Cuts	Provide appropriate curb cuts to comply with federal ADA requirements and to provide safe, accessible means to and from City sidewalks.	\$ 63,500	43.5				\$ 70,404		
95	DPW	Roads/ Parking	Sidewalk improvements - Provide ADA Access Curb Cuts	Provide appropriate curb cuts to comply with federal ADA requirements and to provide safe, accessible means to and from City sidewalks.	\$ 63,500	40.3					\$ 72,868	
133	DPW	Roads/ Parking	Sidewalk improvements - Provide ADA Access Curb cuts	Provide curb cuts to comply with federal ADA requirements and to provide safe, accessible means to and from City sidewalks.	\$ 63,500	37.1						
167	Public Buildings	Building	Weban Library-Accessibility Upgrades	Upgrade toilet rooms, Replace door hardware, Modify door at stairwell or install automatic door opener.	\$ 110,000	35.4						
183	Parks/Rec	Building	Pelligrini Park Field House - Accessibility/ Site Upgrades	Provide accessible toilet rooms, door hardware, signage and a hi-low drinking fountain. Resurface and re-grade path to play area.	\$ 183,500	35.0						
268	Parks/Rec	Building	Newton Corner Parks & Rec Headquarters Site/ Accessibility Upgrades	Re-build the main entry ramp to be code compliant. Make ADA door opening device fully functioning.	\$ 86,000	30.0						
269	Police	Building	Police Annex - Accessibility Upgrades	Provide accessible toilet rooms, door hardware, signage and drinking fountain. Provide a lower transaction counter.	\$ 83,500	30.0						
276	Police	Building	Police Garage - Accessibility/ Site Upgrades	Provide accessible door hardware, signage and code-compliant lower counters. Install accessible employee toilet room.	\$ 80,000	28.9						
308	Public Buildings	Building	Nonantum Library-Accessibility/ Site	Reconfigure entry vestibules and reconstruct ADA compliant ramp. Upgrades for toilet rooms and drinking fountain.	\$ 204,000	23.9						
316	Public Buildings	Building	Aubundable Library - Accessibility and Site Upgrades	Install accessible toilet rm. Enhance landing at side entry and rebuild concrete paths. Replace door hardware to be ADA compliant. Replace handrails at basement entrance	\$ 265,000	21.9						
			Sub-total:		\$ 2,268,000							
CHAPTER 90 / OPERATIONAL BUDGET												
12	DPW	Roads/ Parking	Street Paving - 36 Streets	FY14 Streets include: Lowell (Comm-Hull), Webster, Homer, Wolcott, Hawthorn, Weldon, Believe, Simmtk, Lenox, Regent, Washington (2 sections), Morton,	\$ 3,293,924	49.6		\$ 3,293,924				

Priority	Dept	Asset Category	Project Title	Project Description / Justification	Est Cost in FY2014	Risk Factor	Prior Year Funding	FY 2014	FY2015	FY2016	FY2017	FY2018
16	DPW	Roads/Paving	Repair / Improve Wales St. Bridge (Wellesley MOU)	Repairs required in response to Mass DOT bridge inspection findings. Include new guardrails and bridge railing for height and impact safety requirements.	\$ 400,000	49.1		\$ 400,000				
23	DPW	Roads/Paving	Inspection of Elliot Street Bridge (co-owned with Town of Needham)	Failed State inspection for superstructure on Elliot Street bridge. Needham will match \$400,000 for inspection/design cost.	\$ 400,000	57		\$ 400,000				
35	DPW	Roads/Paving	Sidewalk Improvements	Improve pedestrian safety. Repair/replacement of 5 miles in poor condition; new sidewalks .5 miles in village centers; school zones; on major roads.	\$ 150,000	48.2		\$ 150,000				
39	DPW	Roads/Paving	Street Paving - Cold Plane and Pave 20 Streets	Roads include Lowell, Melrose, Staniford, Freeman, Lake, Crystal, Bennick, Oak Grove, Central, Bridge, Temple, Walnut, Linwood, Walnut Pl, Newtonville, Daniel, Ridge, Waltham.	\$ 3,032,150	47.6			\$ 3,032,150			
55	DPW	Roads/Paving	Sidewalk Improvements	Improve pedestrian safety. Repair/replacement of sidewalks in poor condition and new sidewalks in village centers; school zones; on major roads.	\$ 150,000	45.8			\$ 150,000			
57	DPW	Roads/Paving	Traffic Light Improvements at Washington Street Intersection (Waltham/Watertown Streets)	Upgrade traffic signal and intersection on Washington St at Waltham/Watertown Sts to improve safety, visibility, and for ADA compliance.	\$ 75,000	45.7			\$ 75,000			
62	DPW	Roads/Paving	Street Paving - Cold Plane and Pave 21 Streets	Streets include Vernon, Eldridge, Elmwood, Beacon, Pembroke, Durant, Hanson, Bishopgate, Hammondswood, Monadnock, Otis, Adams, Circuit.	\$ 2,796,372	45.6			\$ 2,796,372			
83	DPW	Roads/Paving	Traffic Light Improvements at Beacon Street and Langley Road Intersection	Upgrade traffic signal and intersection at Beacon St. and Langley Rd to improve safety and visibility, and for ADA compliance.	\$ 75,000	42.0			\$ 75,000			
84	DPW	Roads/Paving	Sidewalk Improvements	Improve pedestrian safety. Repair/replacement of sidewalks in poor condition and new sidewalks in village centers; school zones; on major roads.	\$ 150,000	41.4			\$ 150,000			
88	DPW	Roads/Paving	Walnut Street (Honor Street to Route 9) Final Design	Eliminate deteriorated roadway condition and enhance public safety. Arterial minor. Federal funds for constr only. Design funded by City.	\$ 250,000	40.9			\$ 250,000			
102	DPW	Roads/Paving	Street Paving - Cold Plane and Pave 18 Streets	Streets include Crafts, Ward, Morton, Parker, Verrick, Amoswan, Bennington, Bound Brook, Tower, Henshaw St, Henshaw Ter, Kilburn, Vine, Fuller, Town House Dr, Mill.	\$ 2,904,480	39.6				\$ 2,904,480		
105	DPW	Roads/Paving	Traffic Light Improvements at Washington Street Intersection (Cherry/Highland Streets)	Upgrade traffic signal and intersection on Washington St at Cherry St and Highland to improve safety, visibility, and for ADA compliance.	\$ 75,000	39.1				\$ 75,000		
111	DPW	Roads/Paving	Repave Pearl Street Parking Lot	Repave Pearl Street municipal parking lot which is in poor condition.	\$ 125,000	38.0				\$ 125,000		
113	DPW	Roads/Paving	Sidewalk Improvements	Improve pedestrian safety. Repair/replacement of sidewalks in poor condition and new sidewalks in village centers; school zones; on major roads.	\$ 150,000	37.8				\$ 150,000		
118	DPW	Roads/Paving	Street Paving - Cold Plane and Pave 26 Streets	Needham, Prince, Berkeley, Cherry, Highland Ave, Grafton, Bald Pate, Waban, Lyman, Lee, Colbert, East Colbert, Oak Cliff, Whittier, Paul, Allerton, Locksley, Rotherwood.	\$ 2,984,197	37.7					\$ 2,984,197	
123	DPW	Roads/Paving	Parking Improvements	Phased project to upgrade parking meters/install kiosks to take credit cards as well as cash. Repave city parking lot in poor condition (Pearl Street lot).	\$ 250,000	37.4		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
132	DPW	Roads/Paving	Traffic Light Improvements at Washington Street and Parkins Intersection	Upgrade traffic signal and intersection on Washington St at Parkins Street to improve safety, visibility, and for ADA compliance.	\$ 75,000	37.1						\$ 75,000
142	DPW	Roads/Paving	Sidewalk Improvements	Improve pedestrian safety. Repair/replacement of sidewalks in poor condition and new sidewalks in village centers; school zones; on major roads.	\$ 150,000	35.8						\$ 150,000
220	DPW	Roads/Paving	Commonwealth Avenue (Route 128 to Washington Street) - Preliminary and Final Design	Eliminate deteriorated roadway condition, improve public safety and restore Comm Ave to previous boulevard status. Arterial minor.	\$ 500,000	34.6						
221	DPW	Roads/Paving	Washington Street (Commonwealth Avenue to Centre Street) - Preliminary and Final Design	Eliminate deteriorated roadway condition and improve public safety. Arterial minor. Federal funds for constr only. Design funded by City.	\$ 500,000	35.8						
Sub-total:					\$ 18,486,123							

COMMUNITY PRESERVATION ACT (CPA) ELIGIBLE

Priority	Dept	Asset Category	Project Title	Project Description / Justification	Est Cost in FY2014	Risk Factor	Prior Year Funding	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
79	Parks/Rec	Parks / Open Space	Purchase Manet Road MMWR Reservoir	Five acre parcel located at Manet Road has been surprised by the MMWR in January 2013. There is interest by the community to retain the open space/pasture	Unknown							
82	Public Buildings	Building	City Hall - Exterior Windows & Doors	Restore/Replace windows in phases to improve energy efficiency, functionality and comfort, and to preserve exterior wall.	1,000,000	42.4			\$ 517,500	\$ 535,613		
100	Parks/Rec	Building	Newton Corner Parks & Rec Headquarters Exterior Windows & Doors	Restore/replace historic exterior doors and windows. Weatherstrip and seal for energy efficiency. Window bay foundation repairs.	217,000	40.0					\$ 240,592	
103	Jackson Homestead	Building	Jackson Homestead - Archives Project (design only)	Design to renovate Archives area for compact, environmentally controlled archives storage; add accessible entrance ramp, and code compliance upgrades	106,000	39.2	\$ 89,000	\$ 17,000				
104	DPW	Information Technology	Engineering Map Scanning Project - Phase I	Phased project. Current maps are deteriorating rapidly. A new storage system would allow DPW to store maps after scanning. Proposed to be a phased project.	100,000	39.1						
106	DPW	Building	Crafts St DPW Operations (Stable) - Restore Building Envelope, Windows & Roof	Preserve historic building envelope. Repair/repair lintels, sills and brick veneer. Restore/replace windows, doors and roof and cupola as historically appropriate.	943,000	38.9						
117	Public Buildings	Building	Auburndale Library - Building Envelope and Roof	Repair broken roof slates. Refresh where leaks are occurring. Repair/replace gutters and downspouts. Pitch rain leaders away from bldg. Repair concrete ramp. Grout	128,000	37.7						
124	Public Buildings	Building	Weban Library-Roofs	Remove slate and install new slate roof, gutters and downspouts.	252,000	37.4						
144	Police	Building	Police Annex - Exterior Windows & Doors & Building Envelope	Restore/replace windows and doors with historically appropriate energy efficient units. Report exterior brick and entry ramp. Repair stone lintels.	200,000	36.6						
159	Public Buildings	Building	City Hall - Rehabilitate Board of Aldermen Chamber	Upgrade Historic Board Chamber to improve mechanical, electrical, audio/visual systems and lighting and interior finishes.	250,000	35.8						
161	Public Buildings	Building	City Hall - Masonry Restoration of War Memorial Steps	Implement recommendations from 2007 Study of the Memorial Steps.	185,000	35.7						
171	DPW	Building	Crafts St DPW Operations (Stable) - Interior Renovation	Design and Construction for renovated interior including mechanical, electrical, plumbing, and accessibility upgrades.	500,000	35.2						
174	Parks/Rec	Building	Crystal Lake Bathhouse - Renovation/Replace	Existing bathhouse is in poor condition and is not accessible. Renovation/Replace bathhouse and improve site.	5,000,000	35.2						
179	Parks/Rec	Building	Burr Park field house - building Envelope and Window Restoration	Repair damaged exterior brick walls and trim. Remove entry banding stairs and railings and install new code-compliant landing, stairs and railings. Restore windows.	313,500	35.1						
198	Parks/Rec	Building	Jeanette Curtis West Rec Ctr (The Hub) Renovation	Rehabilitation of building envelope, mechanical, electrical, plumbing systems, life-safety, and accessibility of this historically significant structure. Houses many	1,500,000	34.5						
201	Police	Building	Police Annex - Roof Restoration/Replacement	Remove and replace slate roofing, gutters and downspouts. Install new EPDM Roof. Reattach downspouts.	250,500	34.4						
204	Health	Building	Health Department Bldg - (Reuse Consideration)	All Health Dept Building Recommended work. Envelope is highest need. Building is in re-use process.	1,500,000	34.2						
212	Public Buildings	Building	City Hall - Increase City Clerk Archive Storage	Develop plans to expand archival storage to accommodate and preserve archival collections and to comply with MGL mandated record storage requirements.	100,000	33.8						
213	Public Buildings	Building	Auburndale Library -Exterior Windows & Doors	Remove existing exterior wood doors and frames and replace with new doors and hardware. Repair/replace building windows.	127,000	33.8						
214	Public Buildings	Building	Weban Library-Exterior Windows & Doors	Restore exterior wood door and install panic hardware. Replace areaway and rear door. Restore windows.	118,500	33.6						
237	Senior Center	Building	Senior Center - Exterior Windows & Doors	Restore/replace wood windows and aluminum storm windows as historically appropriate.	125,000	32.7						
239	Senior Center	Building	Senior Center - Building Envelope	Report exterior masonry walls as required. Repair, reset and report main granite front stairs. Repair stone veneer at main entry. Rebuild rear right side areaway and	150,000	32.4						

Priority	Dept	Asset Category	Project Title	Project Description / Justification	Est Cost in FY2014	Risk Factor	Prior Year Funding	FY 2014	FY2015	FY2016	FY2017	FY2018
255	Public Buildings	Building	City Hall - War Memorial Auditorium HVAC Improvements	Restore historic hall to improve mechanical & electrical systems.	\$ 150,000	31.1						
256	DPW	Information Technology	Engineering Map Scanning Project - Phase II	Phased project. Current maps are deteriorating rapidly. A new storage system would allow DPW to store maps after scanning.	\$ 900,000	30.1						
274	Senior Center	Building	Senior Center - Roof Restoration/ Replacement	Restore/replace existing slate roof, gutters, and downspouts. Replace existing flat roof with new membrane roof and provide proper roof/drains.	\$ 244,000	29.6						
281	Public Buildings	Building	Nonantum Library-Roofs and Building Envelope	Remove and replace slate roof. Install new gutters and downspouts. Remove and replace existing flat roof.	\$ 200,000	28.3						
282	Parks/Rec	Building	Newton Corner Parks & Rec Headquarters Roof Restoration/ Replacement	Replace/restore slate roof as historically appropriate.	\$ 75,500	27.5						
283	Jackson Homestead	Building	Jackson Homestead - Object Collection Storage	Create office climate controlled space with fire protection to house museum collections. Currently no space to manage add'l materials.	\$ 100,000	27.5						
296	Public Buildings	Building	Waban Library-Building Envelope and Entrance	Replace main entry walk and foundation walls and install railing. Rebuild side stairs at main entry. Rebuild stairs at rear entry. Install hand rail on one side of rear entry.	\$ 200,000	25.8						
305	Jackson Homestead	Building	Jackson Homestead - Exterior Windows & Doors	Restore existing windows and doors as historically appropriate.	\$ 192,000	24.8						
311	Parks/Rec	Parks / Open Space	City Hall and War Memorial Historic Landscape Preservation Project	Restoration and preservation of City Hall grounds Historic Landscape	\$ 1,500,000	23.4						
314	Jackson Homestead	Parks / Open Space	Restoration of Historic East Burying Grounds	Preservation of Remaining 24 Tombs in two of the three burying grounds. Priority to South, then East Parish, then West Parish sites.	\$ 148,135	22.5						
318	Jackson Homestead	Parks / Open Space	Repair/replace Fencing at Historic Burying Grounds	Restoration of fences at all 3 burying grounds	\$ 406,600	20.0						
319	Parks/Rec	Parks / Open Space	Farlow & Chaffin Parks Historic Landscape Preservation Plan	Restoration and preservation of Farlow and Chaffin Park. Could break out into design vs construction- 2 yrs	\$ 640,000	19.8						
320	Jackson Homestead	Parks / Open Space	Restoration of Historic West Burying Grounds	Preservation of Remaining 24 Tombs in two of the three burying grounds.	\$ 146,000	19.2						
ENERGY STABILIZATION FUNDS					Sub-total: \$ 17,967,735							
ENERGY STABILIZATION FUNDS												
14	Public Buildings	Building	Energy Efficiency / Water Conservation Upgrades to City and School Buildings	Project includes energy conservation measures at Library, Lincoln Elliot, Franklin, Underwood, Cabot Schools thru NSTAR preferred vendor program.	\$ 2,000,000	49.1	\$ 500,000	\$ 500,000	\$ 1,000,000			
42	Public Buildings	Building	Energy Efficiency / Water Conservation Upgrades to City and School Buildings	Project includes energy conservation measures at Ward, Mason Rice, Zenas, and Williams Schools thru NSTAR preferred vendor program.	\$ 1,000,000	47.3			\$ 1,035,000			
63	Public Buildings	Building	Energy Efficiency / Water Conservation Upgrades to City and School Buildings	Project includes energy conservation measures at Countywide, Men-Squad and Peirce Schools and Ed Center thru NSTAR preferred vendor program.	\$ 1,000,000	45.5			\$ 1,071,225			
93	Public Buildings	Building	Energy Efficiency / Water Conservation Upgrades to City and School Buildings	Project includes energy conservation measures at Horace Mann, Brown, Oak Hill and NSHS thru NSTAR preferred vendor program.	\$ 500,000	40.4				\$ 554,359		
ENTERPRISE FUNDS					Sub-total: \$ 4,500,000							
ENTERPRISE FUNDS												
4	DPW/Sewer	Sewer	Sewer Inflow/Jurifiltration Project - West Newton Area	Part of 12 yr \$49.1 M program to remove excess inflow and infiltration into sewer system. Design (F13) and constr (F14) for West Newton area.	\$ 5,643,625		\$ 902,000	\$ 4,741,625				

Priority	Dept	Asset Category	Project Title	Project Description / Justification	Est Cost in FY2014	Risk Factor	Priority Year Funding	FY 2014	FY2015	FY2016	FY2017	FY2018
5	DPW/ Water	Water	Replace Water Pipes to Improve Fire Flows	Year two of 3 year program to replace and repair water pipes in order to meet ISO fire flow standards which are currently deficient.	\$ 3,851,000	51.1		\$ 3,851,000				
2	DPW/ Water	Water	Clean and Line Water Pipes to Improve Water Quality	Cleaning and lining of water pipes to improve water quality, ensure pipe integrity and capacity. Precedes scheduled roadway paving.	\$ 164,000	49.4		\$ 164,000				
17	DPW/ Sewer	Sewer	Sillington Road Sewer Pump Station - Replace Pumps	Sewerage is pumped to higher point and gravity fed to MMRA pipes for treatment. Replace pumps, motors and flow recorder which are at life expectancy.	\$ 100,000	49.0		\$ 100,000				
25	DPW/ Water	Large Vehicle/ Equipment	Replace 2002 Construction Truck	Replacement of existing city vehicle used for construction work on City water mains and for snow removal/sanding operations. Life span of vehicles is 15 yrs. (#9309)	\$ 130,000	48.6		\$ 130,000				
26	DPW/ Sewer	Sewer	Elliot Street Sewer Pump Station - Repair Pumps	Sewerage is pumped to higher point and gravity fed to MMRA pipes for treatment. Replace pumps and flow recorder which are at life expectancy.	\$ 100,000	48.6		\$ 100,000				
27	DPW/ Sewer	Large Vehicle/ Equipment	Replace 2003 Backhoe	Replacement of existing city vehicle/ equipment used in sewer line repairs and maintenance (#927)	\$ 120,000	48.6		\$ 120,000				
28	DPW/ Sewer	Large Vehicle/ Equipment	Replace 2004 Sewer Clam Truck	Replacement of damaged city vehicle/ equipment used to clean sewer catch basins and brook grates. (#930)	\$ 200,000	48.6		\$ 200,000				
31	DPW/ Sewer	Sewer	Sewer Inflow /Infiltration Project - Lower Falls Area	Part of 12 yr \$49.1 M program to remove excess inflow and infiltration into sewer system. Design (FY14) and constr (FY15) for Lower Falls area.	\$ 3,861,585	48.4		\$ 523,710	\$ 3,454,701			
32	DPW/ Water	Water	Replace Water Pipes to Improve Fire Flows	Year three of 3 year program to replace and repair water pipes in order to meet ISO fire flow standards which are currently deficient.	\$ 4,209,000	48.3			\$ 4,356,315			
41	DPW/ Storm	Storm	Assessment of Stormwater System	Assess storm system in 3 phases to determine prioritized list of needed investments for next 10-20 years.	\$ 350,000	46.5		\$ 100,000	\$ 150,000	\$ 100,000		
43	DPW/ Sewer	Sewer	Sewer Inflow /Infiltration Project - Chestnut Hill Area	Part of 12 yr \$49.1 M program to remove excess inflow and infiltration into sewer system. Design (FY15) and constr (FY16) for Chestnut Hill area.	\$ 6,510,150	47.3			\$ 1,301,538	\$ 5,626,743		
46	DPW/ Water	Building	DPW-Water/Utilities Department - Mechanical Upgrades	Install CO/NOx detection system for garage so that the detection of gas energizes the existing exhaust fans.	\$ 75,000	47.0			\$ 77,625			
49	DPW/ Sewer	Sewer	Quinobequin Road Sewer Pump Station - Replace Pump	Sewerage pumped to higher point and gravity fed to MMRA pipes for treatment. Replace pump 1 and motors at life expectancy.	\$ 380,000	46.8		\$ 120,000			\$ 144,133	\$ 149,178
50	DPW/ Water	Large Vehicle/ Equipment	Replace 2002 Construction Truck	Replacement of existing city vehicle used for construction work on City water mains and for snow removal/sanding operations. Life span of vehicles is 15 yrs (#911)	\$ 130,000	46.5			\$ 134,550			
51	DPW/ Storm	Storm	Cheesecake Brook Drainage Basin: Repair and Rebuild Retaining Wall	Wall integrity is jeopardized. Project to minimize property damage due to flooding from heavy rains and compromised conveyance systems. Phase 1 is survey.	\$ 300,000	46.5			\$ 103,500			
56	DPW/ Sewer	Large Vehicle/ Equipment	Replace 1995 Sewer Jet Truck	Replacement of vehicle/ equipment used to clear out blockages in the sewer system to prevent sewer backups. (#969)	\$ 240,000	45.8			\$ 248,400			
59	DPW/ Storm	Storm	Repair Hammond St Drain	Storm drain pipe has partially collapsed and requires repair to prevent flooding.	\$ 200,000	45.6			\$ 207,000			
61	DPW/ Water	Water	Water Pump - Rebuild and Repair Decham Street Water Pump	Replace 60 hp pump in Fire Station #10, boosts water pressure in high areas of City. Pumps fill Oak Hill Tank. Coord w/construct.	\$ 100,000	45.6			\$ 103,500			
67	DPW/ Water	Water	Clean and Line Water Pipes to Improve Water Quality	Cleaning and lining of water pipes to improve water quality, ensure pipe integrity and capacity. Precedes scheduled roadway paving.	\$ 4,034,180	45.1			\$ 4,321,514			
69	DPW/ Sewer	Sewer	Sewer Inflow /Infiltration Project - Newton Centre	Part of 12 yr \$49.1 M program to remove excess inflow and infiltration into sewer system. Design (FY16) and constr (FY17) for Newton Centre area.	\$ 3,958,875	44.3			\$ 609,795	\$ 3,758,138		
76	DPW/ Sewer	Sewer	Prairie Avenue Sewer Pump Station	Station built 1950, rehabbed in 1992. Contains 2 (5 hp) pumps. Replace wet well.	\$ 100,000	43.7				\$ 107,123		
86	DPW/ Sewer	Large Vehicle/ Equipment	Replace 2001 10-Wheeler Large Capacity Construction Truck	Replace vehicle/ equipment used to haul materials for trenching/backfilling for sewer line repairs. Also used for snow removal. (#865)	\$ 160,000	41.0				\$ 171,396		

Priority	Dept	Asset Category	Project Title	Project Description / Justification	Est Cost in FY2014	Risk Factor	Prior Year Funding	FY 2014	FY2015	FY2016	FY2017	FY2018
87	DPW/ Water	Large Vehicle/ Equipment	Replace 2004 Construction Truck	Replacement of existing city vehicle used for construction work on city water mains and for snow removal/sanding operations. Life span of vehicles is 15 yrs (#316).	\$ 130,000	41.0				\$ 139,259		
88	DPW/ Storm	Storm	Rehabilitation of Forest Grove Storm System Pump Station	Pump station is used for flood and mosquito control of Forest Meadow and needs upgrades and repair work to function properly.	\$ 150,000	40.8			\$	\$ 160,684		
97	DPW/ Water	Water	Clean and Line Water Pipes to Improve Water Quality	Cleaning and lining of water pipes to improve water quality, ensure pipe integrity and capacity. Precedes scheduled roadway paving.	\$ 4,018,200	40.2				\$ 4,455,050		
98	DPW/ Sewer	Sewer	Sewer Inflow /Infiltration Project - Nonantum Area	Part of 12 yr \$49.1 M program to remove excess inflow and infiltration into sewer system. Design (FY17) and cost (#18) for Nonantum area.	\$ 4,505,355	40.2				\$ 631,138	\$ 4,516,771	
112	DPW/ Storm	Storm	Laundry Brook Culvert Repairs	Repair of culverts along Laundry Brook to prevent flooding.	\$ 643,000	38.0				\$ 712,906		
115	DPW/ Water	Large Vehicle/ Equipment	Replace 2004 Construction Truck	Replacement of existing city vehicle used for construction work on city water mains and for snow removal/sanding operations. Life span of vehicles is 15 yrs (#310).	\$ 130,000	37.8				\$ 144,133		
116	DPW/ Water	Large Vehicle/ Equipment	Replace 2008 Backhoe	Replacement of existing city vehicle/ equipment used in water line repairs and maintenance (#328)	\$ 120,000	37.8				\$ 133,046		
120	DPW/ Sewer	Sewer	Hamlet Street Sewer Pump Station - Replace Pumps	Sewerage is pumped to a higher point and gravity fed to MMWR pipes for treatment. Replace pumps and motors.	\$ 100,000	37.6					\$ 114,752	
126	DPW/ Water	Water	Clean and Line Water Pipes to Improve Water Quality	Cleaning and lining of water pipes to improve water quality, ensure pipe integrity and capacity. Precedes scheduled roadway paving.	\$ 4,074,600	37.3					\$ 4,675,697	
129	DPW/ Water	Water	Water Tanks - Remove Stanton Ave. & Winchester St. Water Tanks	Based on hydraulic studies, tanks are no longer needed to maintain water pressure. Structural assessment may be needed.	\$ 600,000	37.2					\$ 688,514	
131	DPW/ Water	Large Vehicle/ Equipment	Replace Construction Truck	Replacement of existing city vehicle used for construction work on city water mains and for snow removal/sanding operations. Life span of vehicles is 15 yrs	\$ 130,000	37.1					\$ 149,178	
141	DPW/ Storm	Storm	Pellegrini Park Drain Replacement	Replace existing pipe which has settled and is causing flooding.	\$ 130,000	36.9					\$ 149,178	
143	DPW/ Sewer	Large Vehicle/ Equipment	Replace 2005 Large Construction Vehicles	Replace vehicles/equipment used to haul materials for trenching/backfilling for sewer line repairs. Also used for snow plowing (#366 and #367)	\$ 300,000	36.7					\$ 344,257	
160	DPW/ Water	Water	Needham Street - Clean and Line Water Main - Oak to Charlemont	Deferred. Cleaning and lining 760 LF of 8" water main, 1880. This precedes upcoming TIP funded road reconstruction project.	\$ 136,800	35.7						
162	DPW/ Water	Water	Wolcott St - Replace Water Main at Wolcott St - Webster to Ionia	Deferred due to paving. Replace 1,150 LF of 6" water main with 8", 1905. This precedes scheduled roadway paving.	\$ 230,000	35.6						
182	DPW/ Water	Water	Webster St - Clean and Line Water Main on Webster St	Deferred due to paving. Waltham to Wolcott (FY14) Cleaning and lining 3,150 LF of 8" water main, 1992. This precedes scheduled roadway paving.	\$ 759,000	35.1						
260	DPW/ Water	Water	Hillside Ave - Ots to Austin	Deferred. Replace 1048 LF of 6" water main with 8", 1877. This precedes scheduled roadway paving.	\$ 209,600	30.2						
299	DPW/ Water	Building	DPW-Water/Utilities Department - Accessibility Upgrades	Entrance ramp, toilet room and water fountain upgrades, door hardware, lift, etc to improve accessibility.	\$ 240,000	25.7						
307	DPW/ Storm	Storm	Repair Bulloughs Pond Sluice Gate	Repair poorly functioning gate valve used to regulate water storage capacity in City Hall ponds for stormwater.	\$ 60,000	24.1						
Sub-total:					\$ 51,583,970							
OTHER FUNDING SOURCES												
11	Fire Dept	Large Vehicle/ Equipment	Replace Fire Dept Rescue Truck	Replace Special Ops 1994 Ford w/ 174K miles. Truck needed for specialized rescue, with specialized tools and equipment.	\$ 600,000			\$ 600,000				

Priority	Dept	Asset Category	Project Title	Project Description / Justification	Est Cost in FY2014	Risk Factor	Prior Year Funding	FY 2014	FY2015	FY2016	FY2017	FY2018
85	Parks/Rec	Large Vehicle/ Equipment	Tree Crew Bucket Truck	Current truck has been in service since 2004. Over 90% of Tree Work requires this truck. Without it most work could not be done.	\$ 165,000	41.0				\$ 176,752		
201	Schools	Building	Brown School - Mechanical Upgrades	Study options for repair /replacement. Steam system has failed. \$50K/yr to address steam leaks. Hot water conversion in next ten years (\$2M). Periodically causes	\$ 2,000,000	40.5					\$ 55,436	
92	DPW	Roads/ Parking	Streetslights - Gaslight Conversion for Energy Efficiency	Convert 19 gas lights to electric lights on existing utility poles. Convert 56 gaslights to electric lights where no streetlight pole exists. Requires installation of conduit,	\$ 234,000	40.5						
107	Fire Dept	Large Vehicle/ Equipment	Replace Fire Department SCBA Gear	Replace the department Self-Contained Breathing Apparatus (SCBA), purchased in FY 2007.	\$ 350,000	38.3						
207	Parks/Rec	Large Vehicle/ Equipment	Tree Crew Log Loader	Current equipment has been in service since 2006. Essential for emergency response and hazardous tree removal.	\$ 240,000	34.1						
301	Public Buildings	Building	Kennard Estate-Accessibility/Sign	Provide accessible parking spaces and install accessible entrance ramp.	\$ 127,350	25.5						
Sub-total:					\$ 3,716,350							



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SETTI D. WARREN
MAYOR

April 8, 2013

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 \$62,272 from Acct # 0111801-511001 Full Time Salaries to Acct # 0111801-52405 Computer Equipment Repairs & Maintenance.

The City intends to upgrade FinancePlus in Fiscal Year 2014 and all of the modules within that system, including a data conversion and a re-write of our custom modifications. As part of this upgrade, we will create a Disaster Recovery Storage Area Network Environment for all of our financial packages which will involve purchasing the hardware and software necessary to run FinancePlus, CommunityPlus and Munis on a fully redundant system should the need arise.

Total project costs are expected to be approximately \$92,000. Sufficient unspent funds exist from other IT capital projects to cover the costs for all hardware associated with this project.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

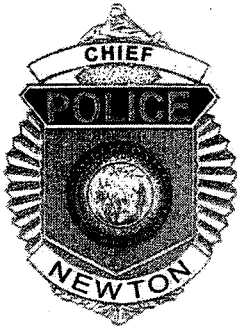
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NEWTON CITY CLERK
2013 APR - 8 PM 6: 03
David A. Olson, CMC
Newton, MA 02459

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE



City of Newton Police Department



TELEPHONE
(617) 796-2101
FAX # (617) 796-367

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

March 13, 2013

Hon. Mayor Setti D. Warren
Newton City Hall
1000 Commonwealth Avenue
Newton, Massachusetts 02459-1449

APPROVED
[Signature]

Re: Request to Receive and Expend Grant Funds

Dear Mayor Warren:

Respectfully request authorization to expend funds in the amount of \$10,000.00 from the FFY 2013 Underage Alcohol Enforcement Grant Program. These reimbursable grant funds are being made available to the Newton Police Department from the Executive Office of Public Safety and Security's Highway Safety Division (EOPSS/HSD). A copy of the EOPSS grant award letter and a grant budget worksheet is enclosed for your review. Thank you for your consideration of this matter. Please contact me at extension 2101 if I may provide any additional information.

Very truly yours,

[Signature of Howard L. Mintz]

Howard L. Mintz
Interim Chief of Police

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Newton City Clerk
2013 APR -9 PM 4:48
DAVID A. OISON, CMC
Newton, MA 02459

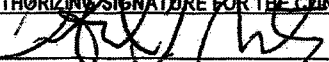

enclosures



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM #156-13



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

CONTRACTOR LEGAL NAME: City of Newton Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety & Security, Office of Grants & Research MMARS Department Code: EPS	
Legal Address: (W-9, W-4, T&C): 1321 Washington Street, Newton, MA 02468		Business Mailing Address: 10 Park Plaza, Suite 3720, Boston, MA 02116	
Contract Manager: Howard Mintz		Billing Address (if different):	
E-Mail: hmintz@newtonma.gov		Contract Manager: Diane Perrier	
Phone: 617-796-2101	Fax: 617-796-3679	E-Mail: Diane.Perrier@state.ma.us	
Contractor Vendor Code: VC6000192120		Phone: 617-725-3301	Fax: 617-725-0260
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: Application	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>10,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days: ___% PPD; Payment issued within 15 days: ___% PPD; Payment issued within 20 days: ___% PPD; Payment issued within 30 days: ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Underage Alcohol Enforcement			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>09/30</u> , 20 <u>13</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X:  Date: <u>3/4/13</u> (Signature and Date Must Be Handwritten At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X:  Date: <u>3-7-13</u> (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Howard C. Mintz</u> Print Title: <u>Interim Chief of Police</u>		Print Name: <u>Ellen J. Frank</u> Print Title: <u>Executive Director</u>	

03-03-13A11:45 RCYS

Breakdown of funding allocations:

Estimated Population based on 2010 Census	Maximum Funds
Up to 30,000	\$5,000
30,001 to 100,000	\$10,000
100,001+	\$15,000

BUDGET TEMPLATE (see AGF for budget example)

March 1, 2013- June 30, 2013

Enforcement hours or program description	Cost/Rate	Total
36 enforcement hours for Cops and Shops	47.63	1,714.68
24 enforcement hours for Reverse Stings	47.63	1,143.12
16 enforcement hours for Party Patrols	47.63	762.08
12 enforcement hours for Surveillance Patrols	47.63	571.56
12 enforcement hours for Compliance Checks	47.63	571.56
Total		\$ 4,763.00

July 1, 2013- September 30, 2013

Enforcement hours or program description	Cost/Rate	Total
30 enforcement hours for Cops and Shops	47.63	1,428.90
8 enforcement hours for Reverse Stings	47.63	381.04
16 enforcement hours for Party Patrols	47.63	762.08
8 enforcement hours for Surveillance Patrols	47.63	381.04
48 enforcement hours for Compliance Checks	47.63	2,286.24
Total		\$ 5,239.30

Grand Total \$ 10,000.00

- Note: Cost/Rate shown above are an average of all ranks who will be participating in program activities.



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#157-13

Telephone
(617) 796-1100

Telefax
(617) 796-1113

TDD
(617) 796-1089

E-mail
swarren@newtonma.gov

April 11, 2013

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

Ladies and Gentlemen:

I request an appropriation of \$119,426 for school technology from e-rate reimbursement account collected in FY13. Attached is a detailed description from the School Department of the use of these funds to advance the school wireless network of both high schools.

Thank you for your attention to this important matter.

Sincerely,

Setti D. Warren
Mayor

Cc: Maureen Lemieux, Chief Financial Officer
Sandy Guryan, CAO/Assistant Superintendent

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David A. Olson, OMC
Newton, MA 02459

Ward
I Geoffrey Epstein
II Jonathan Yeo
III Angela Pitter-Wright
IV Diana Fisher Gomberg
V Steven Siegel
VI Claire Sokoloff, Chairperson
VII Matthew Hills, Vice-Chairperson
VIII Margie Ross Decter

Newton School Committee
100 Walnut Street
Newtonville, MA 02460
Tel (617) 559-6110
Fax (617) 559-6101
www.newton.k12.ma.us
schoolcommittee@newton.k12.ma.us

#157-13
Mayor Setti Warren
Ex officio



April 2, 2013

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

RECEIVED
NEWTON CITY CLERK
2013 APR 11 PM 12:16
DAVID A. OLSON, CMC
NEWTON, MA 02459

Dear Mayor Warren:

At the meeting of 3/27/13, the School Committee voted to approve the request for \$119,426 for school technology purchases from e-rate reimbursement funds collected during FY13 to date. As you will note from the attached memos, this money will be used to upgrade the wireless network at the high 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,

Claire Sokoloff
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

Atts.

CS/djr

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: March 27, 2013

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 December 2012 be appropriated to the School Department.

Attached is a detailed request from Leo Brehm, Director of Information Technology and Libraries, for school technology purchases to be made using the funds received from E-Rate (Universal Service Discount) reimbursements. The new items will be used to upgrade the wireless network at both high schools. These funds currently total \$119,426, collected during FY13 to date. Per agreement with the Board of Aldermen, the School Committee must request appropriation of these funds for the purpose of purchasing technology items for the schools. I have enclosed the April 29, 1998 memo with this provision and agreement. Since FY99, \$1,294,684 has been received. This request for school computer equipment has been prepared by Leo Brehm in keeping with the current technology plan for the district. 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 – requested
Total	\$1,294,684	\$1,294,684

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

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 NEWTON CITY CLERK
 2013 APR 11 PM 12:15
 David A. Olson, CMC
 Newton, MA 02459

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



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

To: Dr. David A. Fleishman
Superintendent of Schools

From: Leo Brehm *[Signature]*

Date: March 12, 2013

Subject: E-Rate Funds Request to Upgrade High School Wireless

The purpose of this memo is to request \$119,426 in E-Rate funds to upgrade the wireless network at both high schools. Access to these funds will allow us to upgrade the existing 230 wireless access points (AP) at the high schools with newer, faster Cisco 2602 model APs. This new Cisco AP model supports up to 128 mobile device connections per AP and network data rates of 450Mbps which is 50% faster than the 3-year-old APs being replaced. The APs removed from the high schools will then be installed in the 15 elementary schools replacing 225 older outdated APs originally installed 7 years ago.

The high school wireless networks are presently stressed to maximum limits as more students are bringing their personally-owned mobile devices (e.g. tablet computers, laptops, smart phones, etc.) from home into school for note taking and active participation in the classroom curriculum activities. Over the next 2 years, the district plans to formally support a BYOD (Bring Your Own Device) policy at the six secondary schools which will further burden the district's wireless network as more students bring their mobile devices to school.

Addressing this wireless network upgrade this coming summer will put us in a much better position to handle this increased wireless traffic when school opens this September. This equipment order needs to be placed no later than June so that the Cisco APs are delivered in July giving us adequate time to install them before school opens in late August.

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

cc: Sandy Guryan



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#158-12

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(617) 796-1100

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(617) 796-1113

TDD
(617) 796-1089

E-mail
swarren@newtonma.gov

April 11, 2013

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

Ladies and Gentlemen:

I request an appropriation of \$132,000 to address emergency repairs of the Newton Free Library chiller system, which failed last fall. As this system is crucial for the operation of the library in warmer months, a thorough diagnosis was conducted over the winter and the most effective and least costly repairs were ascertained. Funds for this project will come from surplus of bonded indebtedness from projects where savings were realized.

Thank you for your attention to this important matter.

Sincerely,

Setti D. Warren
Mayor

Cc: Maureen Lemieux, Chief Financial Officer
Josh Morse, Interim Commissioner of Public Buildings

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DAVID A. OLSON, CMC
Newton, MA 02459



PUBLIC BUILDINGS DEPARTMENT

Joshua R. Morse, Interim Commissioner

Telephone (617) 796-1600

FAX (617) 796-1601

TTY: (617) 796-1089

52 ELLIOT STREET

NEWTON HIGHLANDS, MA 02461-1605

Setti D. Warren
Mayor

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2013 APR 11 PM 12:15
David A. Olson, CMC
Newton, MA 02459

April 9, 2013

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

Re: Design and Construction Funding Request for the chilled water pipe repairs at the Main Library.

Dear Mayor Warren:

The Public Buildings Department requests \$131,761.77 for the design and construction funds needed to make critical repairs to the chilled water piping at the Main Library. There is a leak in the pipes that travel below grade between the building and the ice tank storage pit below the parking lot. We request funds to isolate and drain the system, perform a camera inspection of the piping to confirm leak location, and line the pipes. The current condition causes frequent air conditioning failures, and is very costly due to both the chiller maintenance and the frequency of running it to cool the building.

The budget breakdown is as follows:

\$6,000.00 Design (Actual)
\$119,487.40 Construction Estimate
\$6,274.37 Construction Contingency (5%)

\$131,761.77 Total Budget

Sincerely,

Joshua R. Morse
Interim Public Building Commissioner

CC: Robert Rooney, Chief Operations Officer
Maureen Lemieux, Chief Financial Officer



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#205-12(2)

Telephone
(617) 796-1100

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(617) 796-1089

E-mail
swarren@newtonma.gov

April 11, 2013

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

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2013 APR 11 PM 12:15
David A. Olson, CMC
Newton, MA 02459

Ladies and Gentlemen:

I request the transfer of a total of \$184,319.00 within the FA Day Middle School project to realign the funds with the cost centers set up at the beginning of the project. As the project enters the last four months of construction, consolidation of unspent funds in various accounts into the contingency account will allow timely response to future conditions experienced in the field. Additional distribution of funds into the general contractor accounts are shown on the enclosure to address costs experienced to date.

Thank you for your attention to this important matter.

Sincerely,

Setti D. Warren
Mayor

Cc: Maureen Lemieux, Chief Financial Officer
Josh Morse, Interim Commissioner of Public Buildings

City of Newton



PUBLIC BUILDINGS DEPARTMENT

Joshua R. Morse, Interim Commissioner

Telephone (617) 796-1600

FAX (617) 796-1601

TTY: (617) 796-1089

52 ELLIOT STREET

NEWTON HIGHLANDS, MA 02461-1605

Setti D. Warren

Setti D. Warren

Mayor

April 9, 2013

The Honorable Setti D. Warren

Mayor

Newton City Hall

1000 Commonwealth Avenue

Newton Centre, MA 02459

RE: F.A. Day Middle School Project Budget Re-Allocations

Dear Mayor Warren:

The Public Buildings Department is requesting a re-allocation of the F.A. Day Middle School Renovation and Addition Project Budget as per the attached spreadsheet to replenish funds for the Mayor's Contingency budget line item as well as to cover the cost of various project related expenses.

Below is a summary, by budget line item, of the requested transfers:

\$ 6,746.75 from Telephone Communications Equipment to Mayor's Contingency

\$18,292.83 from Seasonal Wages to Mayor's Contingency

\$ 160.17 from Medicare Tax to Mayor's Contingency

\$ 1,780.68 from Building Repair and Maintenance to General Contractor Construction

\$38,351.00 from Board of Aldermen Contingency to Mayor's Contingency

\$58,219.32 from Building Repair and Maintenance to General Contractor Construction

\$41,780.68 from Board of Aldermen Contingency to General Contractor Construction

\$18,988.00 from Board of Aldermen Contingency to Mayor's Contingency

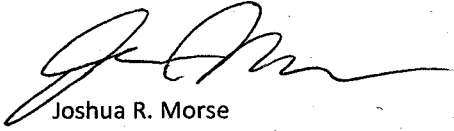
A revised Project Budget is also attached for your information and use.

At this time, the total project contingency allocated will be \$ 268,638 or approximately 3.8% as follows:

Change Order No. 1	\$26,980
Change Order No. 2	\$38,351
Additional Testing & Services	<u>\$18,988</u>
Subtotal	\$84,319
Replenish Executive Office Contingency	\$84,319
Potential Change Orders Being Negotiated	\$100,000

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 in a cursive style.

Joshua R. Morse
Interim Commissioner of Public Buildings

JRM:dla

CC: Robert R. Rooney, Chief Operating Officer
Maureen Lemieux, Chief Financial Officer

**FA DAY MIDDLE SCHOOL RENOVATION AND ADDITION PROJECT
TRANSFER OF FUNDS REQUIRED**

MAYORAL REQUESTED TRANSFER OF FUNDS

REQUIRED FOR:

	\$	FROM	TO	
A. COLANTONIO INC, CHANGE ORDER #1	\$ 26,980.00	310115C923-5793	310115C923-5825	(GC Construction)
B. COLANTONIO INC, CHANGE ORDER #2	\$ 38,351.00	310115C923-5793	310115C923-5825	(GC Construction)
C. HMFH TESTING SERVICES SHORTFALL (Briggs & McPhail)	\$ 12,213.00	310115C923-5793	310115C923-5301	(Consultants)
D. HMFH COMMISSIONING SHORTFALL	\$ 1,775.00	310115C923-5793	310115C923-530219	(Commissioning)
E. TED CALLAHAN PROJECT CONSULTING SERVICES	\$ 5,000.00	310115C923-5793	310115C923-5301	(Consultants)

TOTAL OF MAYORAL TRANSFERS REQUIRED \$ 84,319.00

BOARD OF ALDERMEN TRANSFER OF FUNDS

REQUIRED FOR:

	\$	FROM	TO	
A. 1 PARTIAL REPLENISHMENT OF CONTINGENCY ACCOUNT FOR COLANTONIO INC., CO #1	\$ 5,790.63	310115C923-58520	310115C923-5793	(Mayoral Contingency)
A. 2 PARTIAL REPLENISHMENT OF CONTINGENCY ACCOUNT FOR COLANTONIO INC., CO #1	\$ 956.12	310115B923-58520	310115B923-5793	(Mayoral Contingency)
A. 3 PARTIAL REPLENISHMENT OF CONTINGENCY ACCOUNT FOR COLANTONIO INC., CO #1	\$ 732.17	310115B923-512001	310115B923-5793	(Mayoral Contingency)
A. 4 PARTIAL REPLENISHMENT OF CONTINGENCY ACCOUNT FOR COLANTONIO INC., CO #1	\$ 17,560.66	310115C923-512001	310115C923-5793	(Mayoral Contingency)
A. 5 PARTIAL REPLENISHMENT OF CONTINGENCY ACCOUNT FOR COLANTONIO INC., CO #1	\$ 160.17	310115C923-MEDA	310115C923-5793	(Mayoral Contingency)
A. 6 PARTIAL REPLENISHMENT OF CONTINGENCY ACCOUNT FOR COLANTONIO INC., CO #1	\$ 1,780.25	310115C923-52407	310115C923-5793	(Mayoral Contingency)
A. 7 PARTIAL REPLENISHMENT OF CONTINGENCY ACCOUNT FOR COLANTONIO INC., CO #2	\$ 15,800.00	310115B923-5795	310115B923-5793	(Mayoral Contingency)
A. 8 REPLENISHMENT OF CONTINGENCY ACCOUNT FOR COLANTONIO INC., CO #2	\$ 22,551.00	310115C923-5795	310115C923-5793	(Mayoral Contingency)

TOTAL OF TRANSFERS REQUIRED FOR COLANTONIO C.O. #1 & #2 \$ 65,331.00

B. 1 PARTIAL COST OF COLANTONIO CHANGE ORDER - SOILS	\$ 58,219.32	310115C923-52407	310115C923-5825	(GC Construction)
B. 2 PARTIAL COST OF COLANTONIO CHANGE ORDER - SOILS	\$ 4,025.00	310115C923-5795	310115C923-5825	(GC Construction)
B. 3 PARTIAL COST OF COLANTONIO CHANGE ORDER - SOILS	\$ 37,755.68	310115C923-5795	310115C923-5825	(GC Construction)

TOTAL OF TRANSFERS REQUIRED FOR COLANTONIO SOILS CHANGE ORDER \$ 100,000.00

C. PARTIAL REPLENISHMENT OF CONTINGENCY FOR HMFH TESTING SERVICES SHORTFALL	\$ 12,213.00	310115C923-5795	310115C923-5793	(Mayoral Contingency)
D. PARTIAL REPLENISHMENT OF CONTINGENCY FOR COMMISSIONING SHORTFALL	\$ 1,775.00	310115C923-5795	310115C923-5793	(Mayoral Contingency)
E. PARTIAL REPLENISHMENT OF CONTINGENCY FOR TED CALLAHAN PROJECT CONSULTING SERVICES	\$ 5,000.00	310115C923-5795	310115C923-5793	(Mayoral Contingency)

TOTAL OF TRANSFERS REQUIRED TO REPLENISH CONTINGENCY ACCOUNT FOR SOFT COST EXPENSES \$ 18,988.00

TOTAL OF ALL BOARD OF ALDERMEN TRANSFERS REQUIRED \$ 184,319.00

City of Newton



PUBLIC BUILDINGS DEPARTMENT

Joshua R. Morse, Interim Commissioner
Telephone (617) 796-1600
FAX (617) 796-1601
TTY: (617) 796-1089
52 ELLIOT STREET
NEWTON HIGHLANDS, MA 02461-1605

Setti D. Warren
Mayor

April 18, 2013

Alderman Lenny Gentile
Chairman, Finance Committee
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

RE: F.A. Day Middle School Project Budget Re-Allocations, BO #205-12(2)

Dear Alderman Gentile:

As a follow-up to the Public Facilities Committee meeting held on April 17, 2013, the Public Buildings Department is providing a summary of the proposed \$184,319.00 in Budget Re-Allocations and a revised Project Budget on the attached spreadsheet.

Below is a condensed summary of the transfers:

From:

\$99,119.68 from the Board of Aldermen Contingency Line Item
\$85,199.32 from various project budget line items

To:

\$ 84,319.00 to Mayor's Contingency Line Item
\$100,000.00 to General Contractor Line Item

At this time, the total project contingency allocated will be \$ 268,638 or approximately 3.8%.

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

Sincerely,

Joshua R. Morse
Interim Commissioner of Public Buildings

JRM:dla

Attachment

CC: Robert R. Rooney, Chief Operating Officer
Maureen Lemieux, Chief Financial Officer

FA DAY ADDITION & RENOVATION PROJECT BUDGET

CATEGORIES OF THE BUDGET	CURRENT BUDGET - APPROVED 06/11/2012	PROPOSED MAYORAL TRANSFER OF FUNDS	PROPOSED BOA TRANSFER OF FUNDS	TOTAL VALUE OF TRANSFER OF FUNDS (MAYORAL & BOA)	REVISED BUDGET 2/28/2013 BO #205-12(2)
CONSULTANTS	\$ 59,959.00	\$ 17,213.00	\$ -	\$ 17,213.00	\$ 77,172.00
ARCHITECTURAL SERVICES	\$ 750,000.19	\$ -	\$ -	\$ -	\$ 750,000.19
CONSTRUCTION CLERK OF THE WORKS - Seasonal	\$ 44,018.47	\$ -	\$ (18,453.00)	\$ (18,453.00)	\$ 25,565.47
CONSTRUCTION CLERK OF THE WORKS - Contractor	\$ 80,981.53	\$ -	\$ -	\$ -	\$ 80,981.53
BUILDING SYSTEM COMMISSIONING	\$ 15,000.00	\$ 1,775.00	\$ -	\$ 1,775.00	\$ 16,775.00
GENERAL CONTRACTOR	\$ 5,215,088.00	\$ 65,331.00	\$ 100,000.00	\$ 165,331.00	\$ 5,380,419.00
SPRINKLER & RELATED WORK	\$ 884,950.00	\$ -	\$ -	\$ -	\$ 884,950.00
PROJECT CONTINGENCY	\$ 100,000.00	\$ (84,319.00)	\$ 84,319.00	\$ -	\$ 100,000.00
UNDISTRIBUTED PROJECT BUDGET	\$ 253,399.00	\$ -	\$ (99,119.68)	\$ (99,119.68)	\$ 154,279.32
BUILDING IMPROVEMENTS (NOT BY GC)	\$ 80,000.00	\$ -	\$ (59,999.57)	\$ (59,999.57)	\$ 20,000.43
TELEPHONE COMMUNICATIONS EQUIPMENT - PA SYSTEM	\$ 25,000.00	\$ -	\$ (6,746.75)	\$ (6,746.75)	\$ 18,253.25
FURNISHINGS, FIXTURES & EQUIPMENT	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00
TOTAL PROJECT EXPENDITURE BUDGET	\$ 7,538,396.19	\$ -	\$ 0.00	\$ 0.00	\$ 7,538,396.19

CITY OF NEWTON, MASSACHUSETTS
 SCHOOL BUILDING IMPROVEMENT FUND
 F.A. DAY MIDDLE SCHOOL RENOVATION/ADDITION PROJECT
 PROJECT BUDGET TO ACTUAL REPORT
 April 22, 2013

	Original Budget BO# 115-12	Revision BO# 205-12	Docket Item #205-12(2)	Other Revisions	Amended Budget	Actual Revenue/Expended	Encumbered	Balance
4910 BOND SALE PROCEEDS	\$ 7,538,396.19	-	-	-	7,538,396.19	788,396.19	-	\$ 6,750,000.00
Total Financing Budget	7,538,396.19	-	-	-	7,538,396.19	788,396.19	-	6,750,000.00
512001 SEASONAL WAGES	10,625.00	-	(18,292.83)	32,867.83	25,200.00	25,200.00	-	-
530205 CONTRACTUAL SERVICES	114,275.00	-	-	(33,293.47)	80,981.53	40,820.76	27,653.24	12,507.53
57MEDA MEDICARE PAYROLL TAX	100.00	-	(160.17)	425.64	365.47	365.47	-	-
CONSTRUCTION CLERK OF THE WORKS	125,000.00	-	(18,453.00)	-	106,547.00	66,386.23	27,653.24	12,507.53
52407 BUILDING IMPROVEMENTS	80,000.00	-	(60,000.00)	-	20,000.00	-	-	20,000.00
5301 CONSULTANTS	59,959.00	-	-	12,213.00	72,172.00	56,533.88	1,950.00	13,688.12
530202 ARCHITECTURAL SERVICES	750,000.19	-	-	5,000.00	755,000.19	641,921.19	105,750.00	7,329.00
530219 BLDG SYSTEM COMMISSIONING	15,000.00	-	-	1,775.00	16,775.00	1,100.00	-	15,675.00
5793 MAYOR'S CONTINGENCY	100,000.00	-	82,538.75	(84,319.00)	98,219.75	-	-	98,219.75
5795 BOARD OF ALDERMEN CONTINGENCY	218,065.00	35,334.00	(99,119.68)	-	154,279.32	-	-	154,279.32
5825 GENERAL CONTRACTOR	4,446,969.00	768,119.00	101,780.68	65,331.00	5,382,199.68	2,432,602.80	2,782,485.20	167,111.68
582501 SPRINKLER SYSTEMS	1,688,403.00	(803,453.00)	-	-	884,950.00	75,654.20	809,295.80	-
58520 COMMUNICATIONS EQUIPMENT	25,000.00	-	(6,746.75)	-	18,253.25	18,003.25	250.00	-
585FFE FURNITURE/FIXTURES/EQUIPMENT	30,000.00	-	-	-	30,000.00	-	-	30,000.00
Total Expenditure Budget	7,538,396.19	-	-	-	7,538,396.19	3,292,201.55	3,727,384.24	518,810.40

{1} Expenditures include \$125,412.41 in construction retainages payable from March 31, 2013 vendor invoice.

{1}

CITY OF NEWTON
LAW DEPARTMENT
INTEROFFICE MEMORANDUM

DATE: April 18, 2013

TO: All Members, Finance Committee

FROM: Marie M. Lawlor
Assistant City Solicitor

Cc: Maureen Lemieux, CFO
David Wilkinson, Comptroller

RE: Items #209-10(4) and #209-10(5)
Revised Draft OPEB TRUST document and ordinance

Attached please find redlined and clean copies of revised drafts of the OPEB Trust document and its corresponding ordinance.

In accordance with the Committee's requests, revisions were made to Article 5, pertaining to composition of the Board of Trustees, and to Article 16, pertaining to termination of the Trust. An additional minor revision was made to Article 17 at the request of the City Comptroller.

I have consulted with both Paul Todisco, of the SRBTF and that Board's outside counsel, who have each reviewed and vetted the attached draft trust document, as has the City's accountant.

Please note that both Mr. Todisco and SRBTF's outside counsel have commended Newton for being ahead of the curve, and wish to use our trust document as a model document for other cities and towns.

The redlined revisions are summarized below:

1. Article: As the Committee requested, the City Chief Financial Officer has been substituted for the Director of Human Resources, and the terms of the Aldermanic member and individual appointed member were increased from one and two years to two and three years respectively.
2. Article 16: Language was revised to clarify that the trust will terminate only if required by state or federal law or regulation or if all OPEB liabilities are satisfied or defeased, the latter clause reflecting revocability language contained in G.L. c. 32A, s. 24(e). The revised language also clarifies that in the event the trust terminates under those limited circumstances, the trust assets (after payment of all debts and liabilities) will revert to the City, unless otherwise directed by state or federal law or regulation.
3. Article 17: At the request of the City Comptroller, minor revision was made to the Amendments section to delete specific reference to numbers 42 and 45 of GASB regulations, and instead refer to GASB financial reporting requirements in general.

DRAFT 4/17/2013 (redline)

CITY OF NEWTON

OTHER POST-EMPLOYMENT BENEFITS (“OPEB”) TRUST
AGREEMENT

TRUST AGREEMENT made this ____ day of _____, 2013 by and between the City of Newton, acting through its Mayor (the “City”) and the duly serving members of the Board of Trustees (the “Trustees”).

WITNESSETH:

WHEREAS, the City has established certain other post-employment benefits (“OPEB”), other than pensions, for eligible former employees of the City; and

WHEREAS, the City has accepted the provisions of G.L. c. 32B, Section 20 as amended by Acts 2011, Chapter 68, Section 57; and

WHEREAS, the City wishes to establish an irrevocable trust (hereinafter the “Trust”) for the purpose of funding OPEB obligations as required to be reported under Government Accounting Standards Board (“GASB”) Statements 43 and 45 or as may be required under any superseding Statements; and

WHEREAS, the Trust is established by the City with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and Regulations issued thereunder and as a trust for OPEB under G. L. c. 32B, §20.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth, the City and the Trustees hereby agree as follows.

ARTICLE I

DEFINITIONS

As used herein, the following terms shall have the following meanings:

1.1 “Code” means the Internal Revenue Code of 1986, as amended from time to time.

1.2 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time and any successor statute.

- 1.3. “GASB 43 and 45” shall mean Government Accounting Standards Board, Statement No. 43 and Statement No. 45, Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions.
- 1.4. “Other post-employment benefits” or “OPEB,” shall mean post-employment benefits other than pensions as that term is defined in GASB 43 and 45 including post-employment healthcare benefits, regardless of the type of plan that provides them, and all post-employment benefits provided separately from a pension plan, excluding benefits defined as termination offers and benefits.
- 1.5. “Retired Employee” means those persons who have retired from employment with the City and who are qualified to receive retirement benefits pursuant to G.L. c. 32 or as otherwise provided by law.
- 1.6. “Trust” means the City of Newton OPEB Trust as hereby established.
- 1.7. “Trustee” means the duly serving members of the Board of Trustees, and any successor Trustee appointed as provided pursuant to Article 5.
- 1.8. “Trust Fund” means all the money and property, of every kind and character, including principal and income, held by the Trustees under this Trust.
- 1.9. “HCST Board” means the Health Care Security Trust board of trustees established pursuant to G.L. c. 29D, Section 4.
- 1.10. “SRBTF” means the State Retiree Benefits Trust Fund established pursuant to G.L. 32A, Section 24.

ARTICLE 2

PURPOSE

- 2.1. The Trust is created for the sole purpose of providing funding for OPEB, as determined by the City, or as may be required by collective bargaining agreement, or by any general or special law providing for such benefits, for the exclusive benefit of the City’s Retired Employees and their eligible dependents and for defraying the reasonable administrative, legal, actuarial and other expenses of the Trust. The assets held in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.
- 2.2. It is intended that the Trust shall constitute a so called “Qualified OPEB Trust” according to the standards set forth in GASB 43 and 45 and that it further qualify as an Integral Part Trust

for all purposes under Article 115(c) of the Code or under any comparable provision of future legislation that amends, alters, or supersedes the Code.

ARTICLE 3

ESTABLISHMENT OF TRUST

3.1 In order to implement and carry out the provisions of G.L. c. 32B, §20, the City hereby establishes this Trust which shall be known as the “City of Newton OPEB Trust.”

3.2 The Trust shall be irrevocable, and no Trust funds shall revert to the City until all OPEB owed to retired City employees have been satisfied or defeased.

3.3 The principal location of the Trust shall be City of Newton, 1000 Commonwealth Avenue, Newton, Massachusetts 02459.

3.4 The Trustees hereby accept the trusts imposed upon them by this Trust Agreement and agree to perform said trusts as a fiduciary duty in accordance with the terms and conditions of this Trust Agreement.

3.5 The Trustees shall hold legal title to all property of the Trust and neither the City, nor any employee, official, or agent of the City, nor any individual, shall have any right, title, or interest to the Trust.

3.6 The Trust shall consist of such sums of money as shall from time to time be paid or delivered to the Trustees by the City, which together with all earnings, profits, increments and accruals thereon, without distinction between principal and income, shall constitute the Trust hereby created and established. Nothing in this Agreement requires the City to make contributions to the Trust to fund OPEB. Any obligation of the City to pay or fund benefits shall be determined in accordance with applicable law and any agreement to provide OPEB.

ARTICLE 4

TRUST FUNDING

4.1 The Trust Fund shall be credited with all amounts appropriated or otherwise made available by the City and employees of the City as a contribution to the Trust for the purposes of meeting the current and future OPEB costs payable by the City, or any other funds donated or granted specifically to the City for the Trust, or to the Trust directly.

4.2. The Trustees shall be accountable for all delivered contributions but shall have no duty to determine that the amounts received are adequate to provide the OPEB Benefits determined by the City.

4.3. The Trustees shall have no duty, expressed or implied, to compel any contribution to be made by the City, but shall be responsible only for property received by the Trustees under this Trust Agreement.

4.4. The City shall have no obligation to make contributions to the Trust to fund OPEB, and the size of the Trust may not be sufficient at any one time to meet the City's OPEB liabilities. This Trust Agreement shall not constitute a pledge of the City's full faith and credit or taxing power for the purpose of paying OPEB, and no retiree or beneficiary may compel the exercise of taxing power by the City for such purposes. The obligation of the City to pay or fund OPEB obligations, if any, shall be determined by the City or applicable law. Distributions of assets in the Trust are not debts of the City within the meaning of any constitutional or statutory limitation or restriction.

4.5. Earnings or interest accruing from investment of the Trust shall be credited to the Trust. Amounts in the Trust Fund, including earnings or interest, shall be held for the exclusive purpose of, and shall be expended only for, the payment of the costs payable by the City for OPEB obligations to Retired Employees and their dependents, and defraying the reasonable expenses of administering any plan providing OPEB Benefits as provided for in this Trust Agreement.

4.6. Amounts in the Trust Fund shall in no event be subject to the claims of the City's general creditors. The Trust Fund shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of the City, or of retirees or dependents who are entitled to OPEB.

ARTICLE 5

TRUSTEES

5.1. The Trust shall be administered by a Board of Trustees consisting of five members as follows: (1) The Mayor or his designee, the City Comptroller, and the Chief Financial Officer ~~Director of Human Resources~~ shall serve as *ex officio* members; (2) the Board of Aldermen shall annually appoint one member of the Board of Aldermen to serve as a Trustee for a term of ~~one~~ two years; and (3) the Mayor, with the consent of the Board of Aldermen, shall appoint one (1) individual, who shall be a registered voter of the City, for a term of ~~three (3)~~ two (2) years. Upon the resignation or removal of the Mayor, the City Comptroller, or the Chief Financial Officer, ~~Director of Human Resources~~, the position of Trustee shall be deemed vacant until such time as the underlying City position is filled on either a permanent or temporary basis. The City

Treasurer shall serve as a non-voting member of the Board of Trustees. Any member of the Board of Trustees may be removed by the Mayor with the consent of the Board of Aldermen for cause.

5.2. The Mayor shall call for the first meeting of the Trustees and shall serve as the initial Chairperson of the Trustees to facilitate the organization of the Trustees.

5.3. A Trustee may resign by providing the City Clerk and Board of Trustees Chairperson with written notice thereof.

5.4. In the event a Trustee resigns, is removed, or is otherwise unable to serve, the Mayor shall appoint a Trustee to fill the vacancy for the remainder of the term.

5.5. Whenever a change occurs in the membership of the Board of Trustees, the legal title to property held by this Trust shall automatically pass to those duly appointed successor Trustees.

5.6. Each future Trustee shall accept the office of Trustee and the terms and conditions of this Trust Agreement in writing.

5.7. Upon leaving office, a Trustee shall promptly and without unreasonable delay, deliver to the Trust's principal office any and all records, or other documents or other items in his possession or under his control belonging to the Trust.

5.8. The Trustees shall be special municipal employees for purposes of G.L. c. 268A and shall be subject to the restrictions and prohibitions set forth therein.

ARTICLE 6

POWERS OF THE TRUSTEES

6.1. The Trustees shall have the power to control and manage the Trust and the Trust Fund and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust and the Trust Fund or to carry out the purposes of this Trust. In addition to the powers set forth elsewhere in this agreement, the powers of the Trustees, in connection with their managing and controlling the Trust and its General Fund, shall include, but shall not be limited to the following:

6.1.1. To receive, hold, manage, invest and reinvest all monies which at any time form part of the Trust, whether principal or income, provided however that there shall be no investment directly in mortgages or in collateral loans and further provided that the Trustees shall comply with the provisions of Article 7 of this Trust Agreement, applicable

law and any investment policy adopted by the Trustees concerning the investment and management of Trust assets.

6.1.2. To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.

6.1.3 To develop and recommend an actuarially determined funding schedule subject to approval of the Board of Aldermen and Mayor and subject to the City 's appropriation process.

6.1.4. To employ suitable agents, advisors and counsel as the Trustees may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and counsel, and to charge the expense thereof to the Trust. The Trustees are entitled to rely upon and may act upon the opinion or advice of any attorney approved by the Trustees in the exercise of reasonable care. The Trustees shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in any by-laws adopted by the Trustees or the written minutes of the Trustees' meetings.

6.1.5. To hire independent contractors as the Trustees may deem necessary or advisable to render the services required and permitted for the proper operation of the Trust, and to charge the expense thereof to the Trust.

6.1.6. To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretions, rights and duties conferred or imposed upon the Trustees hereunder, by any by-laws adopted by the Trustees or by law.

6.1.7. To construe and interpret this Trust Agreement and other documents related to the purposes of the Trust.

6.1.8. To authorize certain Trustees or other appropriate persons to make payments from any appropriate account for purposes of the Trust and to authorize disbursements of funds accumulated in the trust to the City for the sole purpose of payment of OPEB in accordance with an actuarially determined funding schedule.

6.1.8. To receive and review reports of the financial condition and of the receipts and disbursements of the Trust and the Trust Fund.

6.1.9. To adopt by-laws, rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, including participation criteria, provided the same are consistent with the terms of this Trust Agreement and applicable laws.

6.1.10. To purchase as a general administrative expense of the Trust so-called director's liability insurance and other insurance for the benefit of the Trust and/or the protection of the Trustees, Trust officers, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.

6.1.11. To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable. Except as otherwise directed by the Trustees, all such contracts and agreements, or other legal documents herein authorized, shall be executed by the Chairperson, or Secretary as may be voted by the Trustees.

6.1.12. To receive contributions or payments from any source whatsoever but such contributions or payments may not be utilized for any purpose unrelated to the provision of OPEB as herein provided or properly authorized expenses.

6.1.13. To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.

6.1.14. To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper in connection with the administration of the Trust, although the power to do such acts is not specifically set forth herein.

6.1.15. To compromise, settle or arbitrate any claim, debt, or obligation of or against the Trust or Trust Fund; to enforce or abstain from enforcing any right, claim debt or obligation, and to abandon any shares of stock, bonds, or other securities, or interests determined by it to be worthless; to prosecute, compromise and defend lawsuits, but without the obligation to do so, all at the risk and expense of the Trust.

6.1.16. To hire one or more consultants, actuaries, accountants, attorneys, or other professionals to assist with the administration of the Trust Fund and to pay such amounts that the Trustee deems to be reasonable, including, without limiting the generality of the foregoing, third party firms to provide legal, tax, accounting and audit services to the Trust.

6.1.17. To comply with all requirements imposed by applicable provisions of law.

6.1.18. If so authorized by vote of the Board of Aldermen with approval of the Mayor in accordance with G.L. c. 32A, Section 24 to direct the Treasurer/Custodian to take all steps necessary to invest the funds in the SRBTF.

6.1.19. If so directed by vote of the Board of Aldermen with approval of the Mayor in accordance with G.L. c. 32B, Section 20, to take all steps necessary to designate HCST Board as custodian of the Trust assets and thereby invest the funds in the SRBTF.

ARTICLE 7

LIMITATION OF TRUSTEES' POWERS, DUTIES AND RESPONSIBILITIES

7.1. Nothing contained in the Trust Agreement, either expressly or by implication, shall be deemed to impose any powers, duties or responsibilities on the Trustees other than those set forth in this Trust Agreement.

7.2. The Trustees shall have such rights, powers and duties as are provided to a named fiduciary for the investment of assets under ERISA. The Trustees shall not be liable for the making, retention or sale of any investment or reinvestment made by the Trustees as herein provided or for any loss to or diminution of the Trust Fund or for anything done or admitted to be done by the Trustees with respect to the Trust Agreement or the Trust Fund except as and only to the extent that such action constitutes a violation of the law or gross negligence.

7.3. The Trustees, in their discretion, may purchase as an expense of the Trust Fund such liability insurance for themselves or any other fiduciary selected by the Trustees as may be reasonable. The City, in its discretion, may also purchase liability insurance for the Trustees, and as the City may select, for any person or persons who serve in a fiduciary capacity with respect to the Trust.

7.4. The City shall not assume any obligation or responsibility to any person for any act or failure to act of the Trustees, any insurance company, or any beneficiary of the Trust Fund. The Trustees shall have no obligation or responsibility with respect to any action required by this Trust Agreement to be taken by the City, any insurance company, or any other person, or for the result or the failure of any of the above to act or make any payment or contribution, or to otherwise provide any benefit contemplated by this Trust Agreement.

7.5. Neither the Trustees nor the City shall be obliged to inquire into or be responsible for any action or failure to act on the part of the other. No insurance company shall be a party to this Trust Agreement, for any purpose, or be responsible for the validity of this Trust Agreement, it being intended that such insurance company shall be liable only for the obligations set forth in the policy or contract issued by it.

7.6. The Trustees shall invest and manage Trust assets as a prudent investor would, using the judgment and care under the circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, pursuant to G.L. c. 203C.

ARTICLE 8

ACTIONS BY THE TRUSTEES

- 8.1. A majority of Trustees may exercise any or all of the powers of the Trustees hereunder and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees.
- 8.2. The Trustees may, by instrument executed by all of the Trustees, delegate to any attorney, agent or employee such other powers and duties as they deem advisable, including the power to execute, acknowledge or deliver instruments as fully as the Trustees might themselves and to sign and endorse checks for the account of the Trustees of the Trust.
- 8.3. No Trustee shall be required to give bond.

ARTICLE 9

LIABILITY OF THE TRUSTEES

- 9.1. A Trustee shall not be liable for any mistake of judgment or other action made, taken or omitted by the Trustee in good faith, nor for any action taken or omitted by any other Trustee or any agent or employee selected with reasonable care, and the duties and obligations of the Trustees hereunder shall be expressly limited to those imposed upon them by this Trust Agreement.
- 9.2. No successor Trustee shall be held responsible for an act or failure of a predecessor Trustee.
- 9.3. Trustees are public employees for purposes of G.L. c. 258, and shall be indemnified by the City against any civil claim, action, award, compromise, settlement or judgment by reason of an intentional tort to the same extent and under the same condition as other public employees of the City.
- 9.4. A Trustee shall not be liable for any mistake of judgment or other action made, taken or omitted

ARTICLE 10

MEETINGS OF THE TRUSTEES

- 10.1. The Trust may meet at such times and at such places as the Trustees shall determine.

10.2. The Trustees shall comply with the Open Meeting Law, G.L. c. 30A, §§18-25 and its implementing regulations.

10.3. A quorum at any meeting shall be a majority of the Trustees then in office.

ARTICLE 11

TAXES, EXPENSES, AND COMPENSATION

11.1. It is intended that the Trust will be a Code Article 115 trust. As such, it is expected that there will be no income taxes owed by the Trust. To the extent that any taxes are imposed on the Trust, the Trustees shall use the assets of the Trust Fund to pay for any taxes owed.

11.2. All reasonable costs and expenses of managing and administering the Trust and the Trust Fund, and reimbursement for reasonable fees incurred through the use of third party vendors or agents, shall be paid from the Trust unless the City chooses to pay the expenses directly.

ARTICLE 12

ACCOUNTS

12.1. The Trustees shall keep complete and accurate accounts of all of the Trust's receipts, investments, and disbursements under this Trust Agreement. Such records, as well as all other Trust records, shall be retained and made available for public inspection and or copying in accordance with the requirements of the Public Records Law, G.L. c. 66, §10 and G.L. c. 4, §7, clause 26th and their implementing regulations. The person or persons designated by the City shall be entitled to inspect such records upon request at any reasonable time.

12.2. The books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices. The results of the audit shall be provided to the City at the same time as it is presented to the Trustees.

12.3. The Trust Fund shall be subject to the Commonwealth of Massachusetts Public Employee Retirement Administration Commission's triennial audit, or as otherwise may be required by applicable law.

ARTICLE 13

ANNUAL REPORTS

13.1. The Trustees shall furnish to the City annually, or more frequently if the City so requests, a statement of account showing the condition of the Trust Funds and all investments, sales,

income, disbursements and expenses of the Trust and the Trust Fund. The Trustees shall comply with all reporting requirements as set forth in G.L. c. 32B, section 20.

ARTICLE 14

INVESTMENTS OF TRUST FUNDS

14.1. The Trustees hereby authorize and direct the City Treasurer to invest and reinvest the amounts in the Trust Fund not needed for current disbursement, consistent with the prudent investor rule, and as provided in the Investment Policy which is attached to this instrument and hereby incorporated; provided, however, that if directed by vote of the Board of Aldermen with approval of the Mayor, the City Treasurer shall be authorized to invest said amounts in the Trust Fund in the SRBTF; and further provided that if HCST is appointed as custodian of the trust as provided in Paragraph 15.1 below, HCST shall be authorized to invest and reinvest said amounts in the Trust Fund in accordance with its Investment Policy.

14.2. In no event shall the funds be invested directly in mortgages or in collateral loans.

ARTICLE 15

CUSTODY OF THE TRUST

15.1. The Trustees hereby appoint the City Treasurer as custodian of the Trust Fund and authorize the Treasurer to employ an outside custodial service to maintain custody of the Trust Funds. All funds in the Trust Fund shall be accounted for separately from all other funds of the City. Such appointment shall be in effect unless and until, by vote of the Board of Aldermen with approval of the Mayor in accordance with G.L. c. 32B, Section 20, and subject to acceptance of HCST, HCST is appointed as custodian of the Trust assets. In the event such appointment of HCST as custodian is revoked or otherwise terminated, the City Treasurer shall automatically be reappointed as custodian of the Trust Fund without further necessary action.

15.2. The City Treasurer, with the authorization of the Trustees, shall establish one or more checking accounts, which may be interest bearing or non-interest bearing accounts. Such checking account or accounts shall be funded solely from the Trust Funds, and the Trustees may authorize the City Treasurer to draw on such checking accounts for the payment of OPEB and for the administrative expenses of the Trust.

ARTICLE 16

TERMINATION OF THE TRUST

16.1. The Trust shall continue unless and until terminated pursuant to applicable state or federal law or regulation, or until all such health care and other non-pension benefits, current and future, payable by the City have been satisfied or defeased.

~~or by an instrument in writing signed by at least three trustees, provided, however, that continuance of the Trust shall not be deemed to be a contractual obligation of the City.~~

16.2. Upon termination of the Trust pursuant to 16.1, subject to the payment of or making provision for the payment of all obligations and liabilities of the Trust and the Trustees, the net assets of the Trust shall revert to be transferred to the City, unless otherwise required by state or federal law or regulation, and held by the city Treasurer to be used exclusively for providing OPEB to Retired Employees and their eligible dependents and for no other purpose.

16.3. The powers of the Trustees shall continue until the affairs of the Trust are concluded.

ARTICLE 17

AMENDMENTS

17.1. The Trust may only be amended as set forth herein. The City may amend the Trust at any time as may be necessary to comply with the requirements for tax exemption under Section 115 of the Code, to conform the Trust to the laws of the Commonwealth of Massachusetts and to meet the financial reporting standards set forth by the Government Accounting Standards Board (GASB) 43 and GASB 45 to be treated as funded through a qualifying trust or equivalent arrangement.

17.2. This Trust Agreement may be amended, but not revoked, from time to time by the City, subject to the following limitations:

17.2.1. The assets of the Trust may not be used for or diverted to any other purposes prior to satisfaction of the City's OPEB obligations, and reasonable expenses of administering the Trust.

17.2.2. The duties and liabilities of the Trustees cannot be substantially changed without their written consent.

17.2.3. Any amendment to this Trust shall be executed in writing.

ARTICLE 18

MERGER

18.1. The City may provide for the merger of the Trust with one or more other trusts established by the City or other government entities for similar purposes as may be provided by law.

ARTICLE 19

SEVERABILITY OF INVALID PROVISIONS

19.1. If any provision of this Trust Agreement is determined invalid, illegal, or unenforceable for any reason, then the provision shall be severed from the remaining provisions of the Trust Agreement for any reason, and the remaining parts of the Agreement shall be construed to give the maximum practical effect to the purposes stated herein, as if the invalid, illegal, or unenforceable provision was never a part.

ARTICLE 20

MISCELLANEOUS

20.1. This Trust Agreement shall be interpreted, construed and enforced, and the Trust hereby created shall be administered in accordance with and governed by the laws of the United States and of the Commonwealth of Massachusetts.

20.2. The titles to Articles of this Trust Agreement are placed herein for convenience of the reference only, and the Trust Agreement is not to be construed with reference thereto.

20.3. No person shall be obliged to see to the application of any money paid or property delivered to the Trustees, or as to whether or not the Trustees have acted pursuant to any authorization herein required, or as to the terms of this Trust Agreement. In general, each person dealing with the Trustees may act upon any advice, request or representation in writing by the Trustees, or by the Trustees's duly authorized agent, and shall not be liable to any person in so doing. The certification of the Trustees that they are acting in accordance with this Trust Agreement shall be conclusive in favor of any person relying thereon.

20.4. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart.

20.5. Until advised to the contrary, the Trustees may assume this Trust is entitled to exemption from taxation under Section 115 of the Internal Revenue Code of 1986 or under any comparable section or sections of future legislation that amend, supplement or supersede one or both of those sections of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

BOARD OF TRUSTEES:

Trustee

Trustee

Trustee

Trustee

Trustee

DRAFT 4/17/2013 (clean copy)

CITY OF NEWTON

OTHER POST-EMPLOYMENT BENEFITS (“OPEB”) TRUST
AGREEMENT

TRUST AGREEMENT made this ____ day of _____, 2013 by and between the City of Newton, acting through its Mayor (the “City”) and the duly serving members of the Board of Trustees (the “Trustees”).

WITNESSETH:

WHEREAS, the City has established certain other post-employment benefits (“OPEB”), other than pensions, for eligible former employees of the City; and

WHEREAS, the City has accepted the provisions of G.L. c. 32B, Section 20 as amended by Acts 2011, Chapter 68, Section 57; and

WHEREAS, the City wishes to establish an irrevocable trust (hereinafter the “Trust”) for the purpose of funding OPEB obligations as required to be reported under Government Accounting Standards Board (“GASB”) Statements 43 and 45 or as may be required under any superseding Statements; and

WHEREAS, the Trust is established by the City with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and Regulations issued thereunder and as a trust for OPEB under G. L. c. 32B, §20.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth, the City and the Trustees hereby agree as follows.

ARTICLE I

DEFINITIONS

As used herein, the following terms shall have the following meanings:

1.1 “Code” means the Internal Revenue Code of 1986, as amended from time to time.

1.2 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time and any successor statute.

- 1.3. “GASB 43 and 45” shall mean Government Accounting Standards Board, Statement No. 43 and Statement No. 45, Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions.
- 1.4. “Other post-employment benefits” or “OPEB,” shall mean post-employment benefits other than pensions as that term is defined in GASB 43 and 45 including post-employment healthcare benefits, regardless of the type of plan that provides them, and all post-employment benefits provided separately from a pension plan, excluding benefits defined as termination offers and benefits.
- 1.5. “Retired Employee” means those persons who have retired from employment with the City and who are qualified to receive retirement benefits pursuant to G.L. c. 32 or as otherwise provided by law.
- 1.6. “Trust” means the City of Newton OPEB Trust as hereby established.
- 1.7. “Trustee” means the duly serving members of the Board of Trustees, and any successor Trustee appointed as provided pursuant to Article 5.
- 1.8. “Trust Fund” means all the money and property, of every kind and character, including principal and income, held by the Trustees under this Trust.
- 1.9. “HCST Board” means the Health Care Security Trust board of trustees established pursuant to G.L. c. 29D, Section 4.
- 1.10. “SRBTF” means the State Retiree Benefits Trust Fund established pursuant to G.L. 32A, Section 24.

ARTICLE 2

PURPOSE

- 2.1. The Trust is created for the sole purpose of providing funding for OPEB, as determined by the City, or as may be required by collective bargaining agreement, or by any general or special law providing for such benefits, for the exclusive benefit of the City’s Retired Employees and their eligible dependents and for defraying the reasonable administrative, legal, actuarial and other expenses of the Trust. The assets held in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.
- 2.2. It is intended that the Trust shall constitute a so called “Qualified OPEB Trust” according to the standards set forth in GASB 43 and 45 and that it further qualify as an Integral Part Trust

for all purposes under Article 115(c) of the Code or under any comparable provision of future legislation that amends, alters, or supersedes the Code.

ARTICLE 3

ESTABLISHMENT OF TRUST

3.1 In order to implement and carry out the provisions of G.L. c. 32B, §20, the City hereby establishes this Trust which shall be known as the “City of Newton OPEB Trust.”

3.2 The Trust shall be irrevocable, and no Trust funds shall revert to the City until all OPEB owed to retired City employees have been satisfied or defeased.

3.3 The principal location of the Trust shall be City of Newton, 1000 Commonwealth Avenue, Newton, Massachusetts 02459.

3.4 The Trustees hereby accept the trusts imposed upon them by this Trust Agreement and agree to perform said trusts as a fiduciary duty in accordance with the terms and conditions of this Trust Agreement.

3.5 The Trustees shall hold legal title to all property of the Trust and neither the City, nor any employee, official, or agent of the City, nor any individual, shall have any right, title, or interest to the Trust.

3.6 The Trust shall consist of such sums of money as shall from time to time be paid or delivered to the Trustees by the City, which together with all earnings, profits, increments and accruals thereon, without distinction between principal and income, shall constitute the Trust hereby created and established. Nothing in this Agreement requires the City to make contributions to the Trust to fund OPEB. Any obligation of the City to pay or fund benefits shall be determined in accordance with applicable law and any agreement to provide OPEB.

ARTICLE 4

TRUST FUNDING

4.1 The Trust Fund shall be credited with all amounts appropriated or otherwise made available by the City and employees of the City as a contribution to the Trust for the purposes of meeting the current and future OPEB costs payable by the City, or any other funds donated or granted specifically to the City for the Trust, or to the Trust directly.

4.2. The Trustees shall be accountable for all delivered contributions but shall have no duty to determine that the amounts received are adequate to provide the OPEB Benefits determined by the City.

4.3. The Trustees shall have no duty, expressed or implied, to compel any contribution to be made by the City, but shall be responsible only for property received by the Trustees under this Trust Agreement.

4.4. The City shall have no obligation to make contributions to the Trust to fund OPEB, and the size of the Trust may not be sufficient at any one time to meet the City's OPEB liabilities. This Trust Agreement shall not constitute a pledge of the City's full faith and credit or taxing power for the purpose of paying OPEB, and no retiree or beneficiary may compel the exercise of taxing power by the City for such purposes. The obligation of the City to pay or fund OPEB obligations, if any, shall be determined by the City or applicable law. Distributions of assets in the Trust are not debts of the City within the meaning of any constitutional or statutory limitation or restriction.

4.5. Earnings or interest accruing from investment of the Trust shall be credited to the Trust. Amounts in the Trust Fund, including earnings or interest, shall be held for the exclusive purpose of, and shall be expended only for, the payment of the costs payable by the City for OPEB obligations to Retired Employees and their dependents, and defraying the reasonable expenses of administering any plan providing OPEB Benefits as provided for in this Trust Agreement.

4.6. Amounts in the Trust Fund shall in no event be subject to the claims of the City's general creditors. The Trust Fund shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of the City, or of retirees or dependents who are entitled to OPEB.

ARTICLE 5

TRUSTEES

5.1. The Trust shall be administered by a Board of Trustees consisting of five members as follows: (1) The Mayor or his designee, the City Comptroller, and the Chief Financial Officer shall serve as *ex officio* members; (2) the Board of Aldermen shall annually appoint one member of the Board of Aldermen to serve as a Trustee for a term of two years; and (3) the Mayor, with the consent of the Board of Aldermen, shall appoint one (1) individual, who shall be a registered voter of the City, for a term of three (3). Upon the resignation or removal of the Mayor, the City Comptroller, or the Chief Financial Officer, the position of Trustee shall be deemed vacant until such time as the underlying City position is filled on either a permanent or temporary basis. The City Treasurer shall serve as a non-voting member of the Board of Trustees. Any member of the

Board of Trustees may be removed by the Mayor with the consent of the Board of Aldermen for cause.

5.2. The Mayor shall call for the first meeting of the Trustees and shall serve as the initial Chairperson of the Trustees to facilitate the organization of the Trustees.

5.3. A Trustee may resign by providing the City Clerk and Board of Trustees Chairperson with written notice thereof.

5.4. In the event a Trustee resigns, is removed, or is otherwise unable to serve, the Mayor shall appoint a Trustee to fill the vacancy for the remainder of the term.

5.5. Whenever a change occurs in the membership of the Board of Trustees, the legal title to property held by this Trust shall automatically pass to those duly appointed successor Trustees.

5.6. Each future Trustee shall accept the office of Trustee and the terms and conditions of this Trust Agreement in writing.

5.7. Upon leaving office, a Trustee shall promptly and without unreasonable delay, deliver to the Trust's principal office any and all records, or other documents or other items in his possession or under his control belonging to the Trust.

5.8. The Trustees shall be special municipal employees for purposes of G.L. c. 268A and shall be subject to the restrictions and prohibitions set forth therein.

ARTICLE 6

POWERS OF THE TRUSTEES

6.1. The Trustees shall have the power to control and manage the Trust and the Trust Fund and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust and the Trust Fund or to carry out the purposes of this Trust. In addition to the powers set forth elsewhere in this agreement, the powers of the Trustees, in connection with their managing and controlling the Trust and its General Fund, shall include, but shall not be limited to the following:

6.1.1. To receive, hold, manage, invest and reinvest all monies which at any time form part of the Trust, whether principal or income, provided however that there shall be no investment directly in mortgages or in collateral loans and further provided that the Trustees shall comply with the provisions of Article 7 of this Trust Agreement, applicable law and any investment policy adopted by the Trustees concerning the investment and management of Trust assets.

- 6.1.2. To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.
- 6.1.3 To develop and recommend an actuarially determined funding schedule subject to approval of the Board of Aldermen and Mayor and subject to the City 's appropriation process.
- 6.1.4. To employ suitable agents, advisors and counsel as the Trustees may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and counsel, and to charge the expense thereof to the Trust. The Trustees are entitled to rely upon and may act upon the opinion or advice of any attorney approved by the Trustees in the exercise of reasonable care. The Trustees shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in any by-laws adopted by the Trustees or the written minutes of the Trustees' meetings.
- 6.1.5. To hire independent contractors as the Trustees may deem necessary or advisable to render the services required and permitted for the proper operation of the Trust, and to charge the expense thereof to the Trust.
- 6.1.6. To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretions, rights and duties conferred or imposed upon the Trustees hereunder, by any by-laws adopted by the Trustees or by law.
- 6.1.7. To construe and interpret this Trust Agreement and other documents related to the purposes of the Trust.
- 6.1.8. To authorize certain Trustees or other appropriate persons to make payments from any appropriate account for purposes of the Trust and to authorize disbursements of funds accumulated in the trust to the City for the sole purpose of payment of OPEB in accordance with an actuarially determined funding schedule.
- 6.1.8. To receive and review reports of the financial condition and of the receipts and disbursements of the Trust and the Trust Fund.
- 6.1.9. To adopt by-laws, rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, including participation criteria, provided the same are consistent with the terms of this Trust Agreement and applicable laws.
- 6.1.10. To purchase as a general administrative expense of the Trust so-called director's liability insurance and other insurance for the benefit of the Trust and/or the protection of

the Trustees, Trust officers, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.

6.1.11. To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable. Except as otherwise directed by the Trustees, all such contracts and agreements, or other legal documents herein authorized, shall be executed by the Chairperson, or Secretary as may be voted by the Trustees.

6.1.12. To receive contributions or payments from any source whatsoever but such contributions or payments may not be utilized for any purpose unrelated to the provision of OPEB as herein provided or properly authorized expenses.

6.1.13. To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.

6.1.14. To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper in connection with the administration of the Trust, although the power to do such acts is not specifically set forth herein.

6.1.15. To compromise, settle or arbitrate any claim, debt, or obligation of or against the Trust or Trust Fund; to enforce or abstain from enforcing any right, claim debt or obligation, and to abandon any shares of stock, bonds, or other securities, or interests determined by it to be worthless; to prosecute, compromise and defend lawsuits, but without the obligation to do so, all at the risk and expense of the Trust.

6.1.16. To hire one or more consultants, actuaries, accountants, attorneys, or other professionals to assist with the administration of the Trust Fund and to pay such amounts that the Trustee deems to be reasonable, including, without limiting the generality of the foregoing, third party firms to provide legal, tax, accounting and audit services to the Trust.

6.1.17. To comply with all requirements imposed by applicable provisions of law.

6.1.18. If so authorized by vote of the Board of Aldermen with approval of the Mayor in accordance with G.L. c. 32A, Section 24 to direct the Treasurer/Custodian to take all steps necessary to invest the funds in the SRBTF.

6.1.19. If so directed by vote of the Board of Aldermen with approval of the Mayor in accordance with G.L. c. 32B, Section 20, to take all steps necessary to designate HCST Board as custodian of the Trust assets and thereby invest the funds in the SRBTF.

ARTICLE 7

LIMITATION OF TRUSTEES' POWERS, DUTIES AND RESPONSIBILITIES

7.1. Nothing contained in the Trust Agreement, either expressly or by implication, shall be deemed to impose any powers, duties or responsibilities on the Trustees other than those set forth in this Trust Agreement.

7.2. The Trustees shall have such rights, powers and duties as are provided to a named fiduciary for the investment of assets under ERISA. The Trustees shall not be liable for the making, retention or sale of any investment or reinvestment made by the Trustees as herein provided or for any loss to or diminution of the Trust Fund or for anything done or admitted to be done by the Trustees with respect to the Trust Agreement or the Trust Fund except as and only to the extent that such action constitutes a violation of the law or gross negligence.

7.3. The Trustees, in their discretion, may purchase as an expense of the Trust Fund such liability insurance for themselves or any other fiduciary selected by the Trustees as may be reasonable. The City, in its discretion, may also purchase liability insurance for the Trustees, and as the City may select, for any person or persons who serve in a fiduciary capacity with respect to the Trust.

7.4. The City shall not assume any obligation or responsibility to any person for any act or failure to act of the Trustees, any insurance company, or any beneficiary of the Trust Fund. The Trustees shall have no obligation or responsibility with respect to any action required by this Trust Agreement to be taken by the City, any insurance company, or any other person, or for the result or the failure of any of the above to act or make any payment or contribution, or to otherwise provide any benefit contemplated by this Trust Agreement.

7.5. Neither the Trustees nor the City shall be obliged to inquire into or be responsible for any action or failure to act on the part of the other. No insurance company shall be a party to this Trust Agreement, for any purpose, or be responsible for the validity of this Trust Agreement, it being intended that such insurance company shall be liable only for the obligations set forth in the policy or contract issued by it.

7.6. The Trustees shall invest and manage Trust assets as a prudent investor would, using the judgment and care under the circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, pursuant to G.L. c. 203C.

ARTICLE 8

ACTIONS BY THE TRUSTEES

- 8.1. A majority of Trustees may exercise any or all of the powers of the Trustees hereunder and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees.
- 8.2. The Trustees may, by instrument executed by all of the Trustees, delegate to any attorney, agent or employee such other powers and duties as they deem advisable, including the power to execute, acknowledge or deliver instruments as fully as the Trustees might themselves and to sign and endorse checks for the account of the Trustees of the Trust.
- 8.3. No Trustee shall be required to give bond.

ARTICLE 9

LIABILITY OF THE TRUSTEES

- 9.1. A Trustee shall not be liable for any mistake of judgment or other action made, taken or omitted by the Trustee in good faith, nor for any action taken or omitted by any other Trustee or any agent or employee selected with reasonable care, and the duties and obligations of the Trustees hereunder shall be expressly limited to those imposed upon them by this Trust Agreement.
- 9.2. No successor Trustee shall be held responsible for an act or failure of a predecessor Trustee.
- 9.3. Trustees are public employees for purposes of G.L. c. 258, and shall be indemnified by the City against any civil claim, action, award, compromise, settlement or judgment by reason of an intentional tort to the same extent and under the same condition as other public employees of the City.
- 9.4. A Trustee shall not be liable for any mistake of judgment or other action made, taken or omitted

ARTICLE 10

MEETINGS OF THE TRUSTEES

- 10.1. The Trust may meet at such times and at such places as the Trustees shall determine.

10.2. The Trustees shall comply with the Open Meeting Law, G.L. c. 30A, §§18-25 and its implementing regulations.

10.3. A quorum at any meeting shall be a majority of the Trustees then in office.

ARTICLE 11

TAXES, EXPENSES, AND COMPENSATION

11.1. It is intended that the Trust will be a Code Article 115 trust. As such, it is expected that there will be no income taxes owed by the Trust. To the extent that any taxes are imposed on the Trust, the Trustees shall use the assets of the Trust Fund to pay for any taxes owed.

11.2. All reasonable costs and expenses of managing and administering the Trust and the Trust Fund, and reimbursement for reasonable fees incurred through the use of third party vendors or agents, shall be paid from the Trust unless the City chooses to pay the expenses directly.

ARTICLE 12

ACCOUNTS

12.1. The Trustees shall keep complete and accurate accounts of all of the Trust's receipts, investments, and disbursements under this Trust Agreement. Such records, as well as all other Trust records, shall be retained and made available for public inspection and or copying in accordance with the requirements of the Public Records Law, G.L. c. 66, §10 and G.L. c. 4, §7, clause 26th and their implementing regulations. The person or persons designated by the City shall be entitled to inspect such records upon request at any reasonable time.

12.2. The books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices. The results of the audit shall be provided to the City at the same time as it is presented to the Trustees.

12.3. The Trust Fund shall be subject to the Commonwealth of Massachusetts Public Employee Retirement Administration Commission's triennial audit, or as otherwise may be required by applicable law.

ARTICLE 13

ANNUAL REPORTS

13.1. The Trustees shall furnish to the City annually, or more frequently if the City so requests, a statement of account showing the condition of the Trust Funds and all investments, sales,

income, disbursements and expenses of the Trust and the Trust Fund. The Trustees shall comply with all reporting requirements as set forth in G.L. c. 32B, section 20.

ARTICLE 14

INVESTMENTS OF TRUST FUNDS

14.1. The Trustees hereby authorize and direct the City Treasurer to invest and reinvest the amounts in the Trust Fund not needed for current disbursement, consistent with the prudent investor rule, and as provided in the Investment Policy which is attached to this instrument and hereby incorporated; provided, however, that if directed by vote of the Board of Aldermen with approval of the Mayor, the City Treasurer shall be authorized to invest said amounts in the Trust Fund in the SRBTF; and further provided that if HCST is appointed as custodian of the trust as provided in Paragraph 15.1 below, HCST shall be authorized to invest and reinvest said amounts in the Trust Fund in accordance with its Investment Policy.

14.2. In no event shall the funds be invested directly in mortgages or in collateral loans.

ARTICLE 15

CUSTODY OF THE TRUST

15.1. The Trustees hereby appoint the City Treasurer as custodian of the Trust Fund and authorize the Treasurer to employ an outside custodial service to maintain custody of the Trust Funds. All funds in the Trust Fund shall be accounted for separately from all other funds of the City. Such appointment shall be in effect unless and until, by vote of the Board of Aldermen with approval of the Mayor in accordance with G.L. c. 32B, Section 20, and subject to acceptance of HCST, HCST is appointed as custodian of the Trust assets. In the event such appointment of HCST as custodian is revoked or otherwise terminated, the City Treasurer shall automatically be reappointed as custodian of the Trust Fund without further necessary action.

15.2. The City Treasurer, with the authorization of the Trustees, shall establish one or more checking accounts, which may be interest bearing or non-interest bearing accounts. Such checking account or accounts shall be funded solely from the Trust Funds, and the Trustees may authorize the City Treasurer to draw on such checking accounts for the payment of OPEB and for the administrative expenses of the Trust.

ARTICLE 16

TERMINATION OF THE TRUST

16.1. The Trust shall continue unless and until terminated pursuant to applicable state or federal law or regulation, or until all such health care and other non-pension benefits, current and future, payable by the City have been satisfied or defeased.

16.2. Upon termination of the Trust pursuant to 16.1, subject to the payment of or making provision for the payment of all obligations and liabilities of the Trust and the Trustees, the net assets of the Trust shall revert to the City, unless otherwise required by state or federal law or regulation.

16.3. The powers of the Trustees shall continue until the affairs of the Trust are concluded.

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AMENDMENTS

17.1. The Trust may only be amended as set forth herein. The City may amend the Trust at any time as may be necessary to comply with the requirements for tax exemption under Section 115 of the Code, to conform the Trust to the laws of the Commonwealth of Massachusetts and to meet the financial reporting standards set forth by the Government Accounting Standards Board (GASB) to be treated as funded through a qualifying trust or equivalent arrangement.

17.2. This Trust Agreement may be amended, but not revoked, from time to time by the City, subject to the following limitations:

17.2.1. The assets of the Trust may not be used for or diverted to any other purposes prior to satisfaction of the City's OPEB obligations, and reasonable expenses of administering the Trust.

17.2.2. The duties and liabilities of the Trustees cannot be substantially changed without their written consent.

17.2.3. Any amendment to this Trust shall be executed in writing.

ARTICLE 18

MERGER

18.1. The City may provide for the merger of the Trust with one or more other trusts established by the City or other government entities for similar purposes as may be provided by law.

ARTICLE 19

SEVERABILITY OF INVALID PROVISIONS

19.1. If any provision of this Trust Agreement is determined invalid, illegal, or unenforceable for any reason, then the provision shall be severed from the remaining provisions of the Trust Agreement for any reason, and the remaining parts of the Agreement shall be construed to give the maximum practical effect to the purposes stated herein, as if the invalid, illegal, or unenforceable provision was never a part.

ARTICLE 20

MISCELLANEOUS

20.1. This Trust Agreement shall be interpreted, construed and enforced, and the Trust hereby created shall be administered in accordance with and governed by the laws of the United States and of the Commonwealth of Massachusetts.

20.2. The titles to Articles of this Trust Agreement are placed herein for convenience of the reference only, and the Trust Agreement is not to be construed with reference thereto.

20.3. No person shall be obliged to see to the application of any money paid or property delivered to the Trustees, or as to whether or not the Trustees have acted pursuant to any authorization herein required, or as to the terms of this Trust Agreement. In general, each person dealing with the Trustees may act upon any advice, request or representation in writing by the Trustees, or by the Trustees's duly authorized agent, and shall not be liable to any person in so doing. The certification of the Trustees that they are acting in accordance with this Trust Agreement shall be conclusive in favor of any person relying thereon.

20.4. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart.

20.5. Until advised to the contrary, the Trustees may assume this Trust is entitled to exemption from taxation under Section 115 of the Internal Revenue Code of 1986 or under any comparable section or sections of future legislation that amend, supplement or supersede one or both of those sections of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

BOARD OF TRUSTEES:

Trustee

Trustee

Trustee

Trustee

Trustee

#209-10(4)
#209-10(5)

DRAFT FOR DISCUSSION PURPOSES:
(REDLINE)

CITY OF NEWTON

IN BOARD OF ALDERMEN

ORDINANCE NO.

April , 2013

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEWTON
AS FOLLOWS:

That the Revised Ordinances of Newton, Massachusetts, 2007, as amended, be and are hereby further amended with respect to Chapter 18 as follows:

1. Insert a new ARTICLE XVII as follows:

ARTICLE XVII CITY OF NEWTON OTHER POST-EMPLOYMENT
BENEFITS TRUST

18-230 Designation and purpose.

This trust is established to administer the fund known as the City of Newton Other Post-Employment Benefit Trust Fund in conformity with the provisions of G.L. c. 32B, section 20 and with the terms of The City of Newton Other Post-Employment Benefits Trust Agreement (OPEB Trust), a copy of which shall be kept on file with the city clerk. In accordance with its terms, the OPEB Trust shall be irrevocable, and its sole purpose is to provide funding for the City's other post-employment benefits for the exclusive benefit of the City's retired employees and their eligible dependents and for defraying the reasonable expenses of the Trust.

18-231 Board of Trustees

There shall be a board of trustees, with the powers and duties set forth in the OPEB Trust, consisting of five members as follows: (1) the Mayor or his designee, the City Comptroller, and the ~~City Chief Financial Officer~~Director of Human Resources shall serve as *ex officio* members; (2) the Board of Alderman shall annually appoint one member of that Board to serve for a term of two (2) years~~one year~~; and (3) the Mayor, with the consent of the Board of Aldermen, shall appoint one (1) individual, who shall be a registered voter of the City, for a

term of ~~three (3) years~~~~two (2) years~~. Upon the resignation or removal of the Mayor, the City Comptroller, or the ~~City Chief Financial Officer~~~~Director of Human Resources~~, the corresponding position of Trustee shall be deemed vacant until such time as the underlying City position is filled on either a permanent or temporary basis. Upon resignation or removal of an appointed Trustee, the Mayor shall appoint a Trustee to fill the vacancy for the remainder of the term. The City Collector-Treasurer shall serve as a non-voting member of the Board of Trustees. Any member of the Board of Trustees may be removed by the Mayor with the consent of the Board of Aldermen for cause.

18-232 Custodian

The City Collector-Treasurer, by virtue of his office, shall be the custodian of the OPEB trust fund, and shall invest and reinvest the funds consistent with the prudent investor rule established in G.L. c. 203C. As provided in G.L. c. 32A, Section 24(d) the Collector-Treasurer is hereby authorized to invest all or a portion of the fund, as directed by the Trustees, in the State Retiree Benefits Trust Fund established in G.L. c. 32A, Section 24.

2. Renumber current ARTICLE XVII to ARTICLE XVIII and renumber its paragraphs accordingly.

Approved as to legal form and character:

DONNALYN B. LYNCH KAHN
City Solicitor

Under Suspension of Rules
Readings Waived and Adopted

EXECUTIVE DEPARTMENT

Approved:

(SGD) DAVID A. OLSON
City Clerk

(SGD) SETTI D. WARREN
Mayor

#209-10(4)
#209-10(5)

DRAFT FOR DISCUSSION PURPOSES:
(CLEAN COPY)

CITY OF NEWTON

IN BOARD OF ALDERMEN

ORDINANCE NO.

April , 2013

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF NEWTON
AS FOLLOWS:

That the Revised Ordinances of Newton, Massachusetts, 2007, as amended, be and are hereby further amended with respect to Chapter 18 as follows:

1. Insert a new ARTICLE XVII as follows:

ARTICLE XVII CITY OF NEWTON OTHER POST-EMPLOYMENT
BENEFITS TRUST

18-230 Designation and purpose.

This trust is established to administer the fund known as the City of Newton Other Post-Employment Benefit Trust Fund in conformity with the provisions of G.L. c. 32B, section 20 and with the terms of The City of Newton Other Post-Employment Benefits Trust Agreement (OPEB Trust), a copy of which shall be kept on file with the city clerk. In accordance with its terms, the OPEB Trust shall be irrevocable, and its sole purpose is to provide funding for the City's other post-employment benefits for the exclusive benefit of the City's retired employees and their eligible dependents and for defraying the reasonable expenses of the Trust.

18-231 Board of Trustees

There shall be a board of trustees, with the powers and duties set forth in the OPEB Trust, consisting of five members as follows: (1) the Mayor or his designee, the City Comptroller, and the City Chief Financial Officer shall serve as *ex officio* members; (2) the Board of Alderman shall annually appoint one member of that Board to serve for a term of two (2) years; and (3) the Mayor, with the consent of the Board of Aldermen, shall appoint one (1) individual, who shall be a registered voter of the City, for a term of three (3) years. Upon the

#209-10(4)

#209-10(5)

resignation or removal of the Mayor, the City Comptroller, or the City Chief Financial Officer , the corresponding position of Trustee shall be deemed vacant until such time as the underlying City position is filled on either a permanent or temporary basis. Upon resignation or removal of an appointed Trustee, the Mayor shall appoint a Trustee to fill the vacancy for the remainder of the term. The City Collector-Treasurer shall serve as a non-voting member of the Board of Trustees. Any member of the Board of Trustees may be removed by the Mayor with the consent of the Board of Aldermen for cause.

18-232 Custodian

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2. Renumber current ARTICLE XVII to ARTICLE XVIII and renumber its paragraphs accordingly.

Approved as to legal form and character:

DONNALYN B. LYNCH KAHN
City Solicitor

Under Suspension of Rules
Readings Waived and Adopted

EXECUTIVE DEPARTMENT
Approved:

(SGD) DAVID A. OLSON
City Clerk

(SGD) SETTI D. WARREN
Mayor