

CITY OF NEWTON
IN BOARD OF ALDERMEN
FINANCE COMMITTEE AGENDA

MONDAY, MARCH 8, 2010

7:00 PM PLEASE NOTE EARLY START
Room 222

ITEMS SCHEDULED FOR DISCUSSION:

#368-08 ALD. LINSKY requesting approval of the Board of Aldermen of the design for improvements affecting the area where Walnut Street, Lowell Avenue and Watertown Street intersect including a traffic island, curb extensions and the dead ending of Lowell Avenue. [10/14/08 @ 12:53 PM]

A) Board of Aldermen approved curb extensions and traffic island @ the intersection of Walnut Street & Lowell Avenue on 11/16/09

B) On 11/18/09 the Public Facilities Committee approved a request for trial of one- way on Lowell Avenue from Walnut Street to Watertown Street. On 12/07/09 the Board of Aldermen denied the request for a trial.

B) Public Facilities Committee Approved 5-1 Closure Of Lowell Avenue @ Watertown Street (Lennon opposed) on 02/03/10.

Board of Aldermen referred (B) to Finance Committee on 02/16/10.

#81-08(3) PUBLIC WORKS COMMISSIONER, in accordance with Ordinance Sec.26-49, **Street Betterments**, paragraph (a)(1) requesting approval of the following list of betterment assessments for the completed project for Bencliffe Circle: [02/11/10 @ 10:18 AM]

<u>PROPERTY OWNER</u>	<u>LOCATION/SBL</u>	<u>BK/PG</u>	<u>AMOUNT</u>
1. Gabriel G. Setian	5 Bencliffe Circle 41028 0020	28195/532	\$5,951.18
2. Raymond E. Desautels, Jr. & Lisa L. Desautels	11 Bencliffe Circle 42028 0021	1331/34	\$11,067.91
3. Alan M. Katz	19 Bencliffe Circle 48028 0022	1003/114	\$9,948.68
4. George & Evaggelia Chakalis	25-27 Bencliffe Circle 48028 0023	838/127	\$13,056.40
5. Grace J. Vigorito	33 Bencliffe Circle 48028 0024	1193/162	\$10,260.82
6. Dmitriy Lyubarskiy	39 Bencliffe Circle 48028 0025	1168/47	\$9,948.68
7. Dina Goldin	45 Bencliffe Circle 48028 0026	1129/162	\$9,948.68
8. Peter Fong	51 Bencliffe Circle 48028 0027	1225/38	\$10,903.76
9. Claire R. Gerstein & Estate of Esther R. Gerstein T/C	57 Bencliffe Circle 48028 0028	1264/200	\$9,948.68

81-03(3) CONTINUED

10. Eugene E. Wong & Holly Soto Wong	63 Bencliffe Circle 48028 0029	1261/116	\$9,948.68
11. Abram Blekhmann & Marika Blekhmann	62 Bencliffe Circle 48028 0030	1208/176	\$9,948.68
12. Cynthia Fong	56 Bencliffe Circle 48028 0031	1016/70	\$9,292.07
13. Marcia E. Mann	40 Bencliffe Circle, Unit 1 48028 0032	30/70	\$13,521.50
14. Alexander & Yuliya Shulman	40 Bencliffe Circle, Unit 2 48028 0032A	72/167	\$13,521.50
15. John Giannaros & Panagiota Giannaros	24 Bencliffe Circle 48028 0033	1295/37	\$16,481.24
16. Scott A. Lewis & Janelle R. Winston	12 Bencliffe Circle 48028 0034	1311/118	\$11,062.93
17. John W. Pine & Deborah A. Pine	25-27 Chaske Avenue 48028 0035	24453/8	\$5,951.18

#242-09(2) HIS HONOR THE MAYOR requesting authorization to appropriate and expend twenty-five thousand dollars (\$25,000) from Receipts Reserved received from Panera LLC towards the installation of a pedestrian-activated signal at Centre and Pelham Streets in Newton Center in accordance with Condition #8 in Special Permit Board Order #242-09. [12/15/09 @ 5: 06 PM]

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

#53-10 ALD. FULLER, SCHNIPPER, CROSSLEY & BAKER requesting a Resolution to His Honor the Mayor requesting the implementation of new parking meter payment methods and/or parking meter systems to eliminate the sole use of coins. [02/09/10 @ 12:43 PM]
(A) Resolution to His Honor the Mayor requesting that the pay station for the Cypress Street Municipal Lot be installed within 120 days – PUBLIC FACILITIES APPROVED 7-0 ON 03/03/10
(B) Resolution to His Honor the Mayor requesting the implementation of new parking meter payment methods and/or parking meter systems to eliminate the sole use of coins – PUBLIC FACILITIES HELD 7-0 ON 03/03/10

REFERRED TO CMTE ON COMMUNITY PRES AND FINANCE COMMITTEES

#40-10 THE COMMUNITY PRESERVATION COMMITTEE recommending that the sum of \$37,045, including \$500 for City of Newton legal costs, be appropriated from the FY10 historic resources and general reserves of the Community Preservation Fund to be expended under the direction and control of the Newton Free Library, for the purpose of preserving and providing improved public access to certain archival materials held by the Library, City Clerk, and Jackson Homestead/Newton History Museum. [01/25/10 @ 2:22 PM]
CCP APPROVED AS AMENDED SUBJECT TO SECOND CALL @ \$36,545 5-0-2 Harney & Yates abstaining on 2-18-10

REFERRED TO CMTE ON COMM PRES, PUB. FAC, AND FIN COMMITTEES

#41-10 THE COMMUNITY PRESERVATION COMMITTEE recommending that the sum of \$569,000, including \$1,000 for City of Newton legal costs, be appropriated from the FY10 historic resources, open space, and general reserves of the Community Preservation Fund to be expended under the direction and control of the Public Buildings Department for the purpose of rehabilitating the interior of the barn at Angino Farm. [01/25/10 @ 2:22 PM]
CCP APPROVED AS AMENDED @ \$568,000 7-0 on 2-18-10
PUBLIC FACILITIES APPROVED AS AMENDED @ \$568,000 5-0-1 (Salvucci abstaining) ON 03/03/10

#69-10 HIS HONOR THE MAYOR requesting authorization to accept and expend a grant of ninety-six thousand five hundred forty-six dollars and fifty cents (\$96,546.50) from the Massachusetts Renewable Energy Trust for the purpose of purchasing eleven solar trash compactors and install two solar energy systems at the Oak Hill and Bigelow Middle Schools. [02/23/10 @ 7:22 PM]

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

#72-10 HIS HONOR THE MAYOR requesting authorization to appropriate and expend one hundred eleven thousand five hundred twenty-four dollars (\$111,524) from Free Cash for the purpose of supplementing the Public Buildings Department budget for contractual maintenance of City buildings.
 [02/23/10 @ 7:21 PM]
PUBLIC FACILITIES APPROVED 6-0 (Danberg not voting) ON 03/03/10

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

#73-10 HIS HONOR THE MAYOR requesting authorization to appropriate and expend sixty thousand dollars (\$60,000) from Free Cash for the purpose of paying for Licensed Site Professional (LSP) services and costs associated with the continued clean up and Department of Environmental Protection oversight at the following locations:

- Cabot Elementary School\$10,000
- Horace Mann Elementary School\$30,000
- Newton South High School\$10,000
- Elliot Street DPW Yard\$10,000

[02/23/10 @ 7:20 PM]
PUBLIC FACILITIES APPROVED 6-0 (Danberg not voting) ON 03/03/10

ITEMS NOT SCHEDULED FOR DISCUSSION:

REFERRED TO PUBLIC SAFETY & TRANS. AND FINANCE COMMITTEES

#71-10 HIS HONOR THE MAYOR requesting authorization to appropriate and expend four hundred thousand dollars (\$400,000) from Free Cash for the purpose of supplementing the Fire Department overtime account.
 [02/23/10 @ 7:21 PM]

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #70-10 HIS HONOR THE MAYOR requesting authorization to appropriate and expend twenty-three thousand seventy-five dollars (\$23,075) from the Budget Reserve for the purpose of funding payments for mosquito control.
[02/23/10 @ 7:21 PM]

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #51-10 ALD. CROSSLEY HESS-MAHAN & LINSKY requesting adoption of a policy to purchase only fuel-efficient vehicles for municipal use whenever such vehicles are commercially available and practicable, in order to satisfy the requirements to qualify as a Green Community under MGL Chapter 25A, §10(c). [02/09/10 @ 7:25 PM]

REFERRED TO COMM. ON COMM. PRES. AND FINANCE COMMITTEES

- #28-10 COMMUNITY PRESERVATION COMMITTEE recommending that the sum of \$362,500, including \$2,500 for City of Newton legal costs, be appropriated from the fiscal 2010 community housing and general reserves of the Community Preservation Fund and expended under the direction and control of the Planning and Development Department, to create two units of perpetually affordable rental housing at 2148-2150 Commonwealth Avenue. [01/11/10 @ 4:23 pm]
- #207-07(5) ALD. FREEDMAN AND JOHNSON proposing that the city's Financial Management Guidelines adopted under Board Order #207-07 be amended to require that any proposed capital expenditure above a certain amount have a cost-benefit or a return-on-investment analysis performed prior to approval by the Board of Aldermen. [12/21/09 @5:55 PM]

REFERRED TO ZONING & PLANNING AND FINANCE COMMITTEES

- #391-09(2) ALD. DANBERG, MANSFIELD, VANCE & HESS-MAHAN requesting the establishment of a municipal parking mitigation fund whose proceeds, derived from payments-in-lieu of providing off-street parking spaces associated with special permits, will be used solely for expenses related to adding to the supply of municipal parking spaces, improving existing municipal parking spaces, or reducing the demand for parking spaces.

REFERRED TO FINANCE AND APPROPRIATE COMMITTEES

- #376-09 HIS HONOR THE MAYOR submitting the FY11-15 Capital Improvement Program, totaling \$140,377,285 and the FY10 Supplemental Capital budget, which require Board of Aldermen approval to finance new capital projects over the next five years.

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #363-09 ALD. SANGIOLO requesting a discussion to increase the tobacco seller license fee. [09/13/09 @ 1:07 PM]

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #360-09(2) PROGRAM & SERVICES COMMITTEE requesting a discussion to explore possible sources of revenue to fund an off leash dog park system in the City.
[11/06/09 @ 10:44 AM]

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #358-09 HIS HONOR THE MAYOR requesting authorization to appropriate and expend fifty five thousand dollars (\$55,000) from tax revenue from the local option meals tax to restore funding to the Senior Transportation Program. [10/09/09 @ 5:25 PM]

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #130-09 HIS HONOR THE MAYOR requesting authorization to appropriate and expend from Cable Receipts the sum of twenty-four thousand nine hundred eighteen dollars (\$24,918) for the purpose of purchasing equipment to provide for archived web casting of the Board of Aldermen and School Committee meetings. [4/28/09 @ 6:02 PM]

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #87-09 ALD. SANGIOLO, BRANDEL, FREEDMAN AND HESS-MAHAN requesting a Home Rule Petition to allow the City of Newton to require elected officials to contribute a higher percentage rate for health insurance benefits than is required for other employee groups. [03-10-09 @ 9:17 AM]
PROGRAM & SERVICES APPROVED 5-1-1 (Baker opposed; Merrill abstaining; Parker not voting) on 4/15/09

REFERRED TO PS&T, PUBLIC FACILITIES & FINANCE COMMITTEES

- #60-09 ALD. SANGIOLO, GENTILE AND HARNEY requesting the installation of traffic islands on CONCORD STREET to be funded with the Cabot, Cabot and Forbes Traffic Mitigation Fund for Lower Falls (Ward 4). [02/03/09 @ 1:01 PM]

ITEM RECOMMITTED TO PUB. FAC. AND FINANCE COMM. ON 02-17-09**REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES**

- #13-09 HIS HONOR THE MAYOR requesting authorization to appropriate and expend three hundred eighty-five thousand dollars (\$385,000) from bonded indebtedness to the Public Works Department for the purpose of replacing both the salt shed and the Quonset hut at Crafts Street. [12-30-08 @ 5:04 PM]
- #352-08 ALD. COLETTI requesting discussion monthly reports from the Chief Budget Officer and Comptroller on the status of the Health Insurance Trust Fund. [09-30-08 @ 1:54 PM]
- #348-08 ALD. COLETTI requesting discussion on the Executive Department submission of a new 5-year forecast for FY2010 budget preparation. [09-30-08 @ 1:54 PM]

REFERRED TO POST AUDIT & OVERSIGHT AND FINANCE COMMITTEES

- #300-08 ALD. JOHNSON AND SWISTON requesting discussion with Mayor David Cohen and Superintendent Jeffrey Young as to the procedures that are in place to ensure accountability of their staff in respect to adherence to the authorization of purchasing and expenditures policy and procedures. [07-21-08 @ 9:03 AM]

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #274-08 ALD. JOHNSON AND SANGIOLO proposing a RESOLUTION to His Honor the Mayor requesting that he create a plan to move the Child Care Commission to a self-sustaining model for FY2010. [07-17-08 @ 9:53 AM]

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #273-08 ALD. JOHNSON proposing a RESOLUTION to His Honor the Mayor requesting that the Executive and Human Resources Departments develop a comprehensive human capital strategy for the city to include: performance management, talent development, succession planning, and compensation. [07-17-08 @ 9:53 AM]

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #272-08 ALD. JOHNSON proposing a RESOLUTION to His Honor the Mayor that he work with the Board of Aldermen, School Department, and School Committee in order to determine the most effective and efficient way to organize the Human Resources Departments. [07-17-08 @ 9:53 AM]

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #270-08 ALD. JOHNSON proposing a RESOLUTION to His Honor the Mayor requesting that he work with the Board of Aldermen, School Department, and School Committee in order to determine the most effective and efficient way to organize the Information Technology Departments. [07-17-08 @ 9:53 AM]

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #258-08 ALD. SANGIOLO requesting discussion with the Executive Department regarding reorganization of senior transportation services and establishment of intra-village transportation systems. [07-08-08 @ 1:29 PM]

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #207-08 ALD. BRANDEL AND SANGIOLO proposing that the following question be put before the Newton voters:
"Shall the City of Newton be allowed to exempt from the provisions of Proposition 2 ½ the amounts required to pay for the bond issuance in order to fund Newton North High School?" [05-21-08 @ 12:58 PM]

REFERRED TO COMM. PRES., PUB FAC & FINANCE COMMITTEES

- #147-08 COMMUNITY PRESERVATION COMMITTEE recommending that the sum of \$359,400, including \$2,000 for legal costs, be appropriated from the FY'08 Community Preservation Fund's historic resources and general reserves, for a project to rehabilitate and expand storage space for the research library and archives at the Newton History Museum, to preserve the existing collections, and enhance public access to the collections. [04-01-08 @ 4:10 PM]
COMMUNITY PRESERVATION APPROVED 6-0 on 4-29-08
(A) DESIGN FUNDS ESTIMATE \$37,500.00 – BOA APPROVED ON 07/21/08
(B) BALANCE OF PROJECT ESTIMATE \$321,900.00 – HELD

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

- #89-08 ALD. PARKER requesting the following:
- A) review of the maintenance practices for buildings, parks and other properties owned by the City (including School Department facilities and grounds)
 - B) development of a comprehensive maintenance plan that includes regular schedules for preventive maintenance for each specific site or facility
 - C) a RESOLUTION requesting that implementation of said maintenance plan be funded using operating budget funds. [02-13-08 @ 12:07 PM]
- #207-07(4) ALD. COLETTI proposing that the city's Financial Management Guidelines adopted under board order #207-07 be amended to allow the adjustment of self-funded health insurance plan rates in the event that rates and any accumulated excess resources not meet actual resource requirements. [7-2-08 @ 12:12 PM]
- #207-07(2) ALD. COLETTI proposing that the city's Financial Management Guidelines adopted under board order #207-07 be amended, effective FY10, as follows:
- (A) total resources devoted to all forms of employee compensation shall not exceed the estimated growth in total general fund revenue for the following fiscal year;
 - (B) funds for salary and wage adjustments shall not exceed the difference between total estimated revenue growth and resources needed to fund growth in health/dental and life insurance benefits and growth in the actuarial required contribution for the city's retirement system for each fiscal year;
 - (C) if collective bargaining contracts are not resolved at the time of budget submission, funds budgeted for such contracts shall be held in "municipal and compensation" reserve. [7-2-08 @ 12:12 PM]

REFERRED TO PROGRAMS AND SERVICES AND FINANCE COMMITTEES

- #83-07 ALD. YATES requesting that the City of Newton take all possible steps to persuade the General Court to adopt the proportion of Governors Municipal Partnership that would allow the City to reduce employee health insurance costs by joining the Group Insurance Commission. [02-27-07 @ 10:21 PM]

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

- #76-07 HIS HONOR THE MAYOR requesting an appropriation in the amount of \$300,000 from Free Cash for the purpose of conducting a study of the municipal buildings throughout the city. [02-27-07 @ 4:16 PM]

REFERRED TO PROGRAMS & SERVICES AND FINANCE 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.

REFERRED TO ZONING & PLANNING AND FINANCE COMMITTEES

- #48-06 ALD. HESS-MAHAN, BURG, JOHNSON, DANBERG, PARKER & WEISBUCH proposing that the city provide financial incentives to rent accessory apartments to low- to moderate-income households at affordable rates that can serve housing affordability goals.
- #29-06 ALD. JOHNSON AND PARKER requesting creation of a Citizen Financial Advisory Committee to work with city officials and staff to facilitate bench markers, strategic planning, and other initiatives to improve the financial operation of the City.
(President's Note: While not formally referred to the Long Range Planning Committee, this item might usefully be discussed there in light of prior discussions of similar issues.)

Respectfully Submitted,

Leonard J. Gentile, Chairman



CITY OF NEWTON, MASSACHUSETTS
Department of Planning and Development

Setti D. Warren
Mayor

DATE: February 16, 2010

TO: Board of Aldermen

CC: Setti D. Warren, Mayor
Candace Havens, Interim Planning Director

FROM: Danielle Bailey, Community Development Planner
Clint Schuckel, Associate City Engineer

SUBJECT: Estimated Costs for Lowell Avenue Traffic Improvements

PROJECT HISTORY

As most of you are aware, a portion of Newtonville is a target area for the Community Development Block Grant (CDBG) Neighborhood Improvements Program. Since 2005, Planning and Development Department staff has been working with the Newtonville Advisory Committee (NVAC) to improve public safety in the Lowell Avenue vicinity and to increase recreational opportunities at Lowell Park. The Lowell Avenue traffic and park improvements project is the group's top priority and as such over 80% of Newtonville's CDBG allocation has been committed to these efforts, nearly \$135,000. Of this amount, up to \$75,000 has been earmarked for alterations to the roadway and pedestrian infrastructure on Lowell Avenue, Walnut Street, and Watertown Street as well as related traffic improvements. The remaining \$60,000 will be spent on Phase 1 park improvements at Lowell Park.

EXPENDITURES

To date, DPW has expended approximately \$13,000 on the following items for the Lowell Avenue traffic improvements project:

- Walnut @ Watertown left-arrow: by contractor (Oct 2007) \$ 2,000
 - Walnut @ Watertown striping: by contractor (April 2008) \$ 1,000
 - Lowell @ Walnut Island includes labor, materials, & police details (Dec 2009): \$ 10,000
- TOTAL: \$ 13,000**

These expenditures do not include cost of temporary trials, design, or staff time for Traffic Council & Board of Aldermen meetings related this item.

ESTIMATED COSTS

The preliminary cost estimate for proposed work totals \$130,000 and includes the following main categories:

- Lowell @ Walnut (east side curb extensions): \$ 20,000
 - Watertown @ Crafts and Watertown @ Walnut signal/sign work: \$ 10,000
 - Watertown @ Lowell drainage work: \$ 20,000
 - Watertown @ Lowell curb & sidewalk: \$ 75,000
 - Watertown @ Lowell loam & seed: \$ 5,000
- TOTAL: \$ 130,000**

FUNDING SOURCES

Costs for this safety improvement project will be shared by CDBG funds and funds from other City sources in the following anticipated amounts:

- CDBG Neighborhood Improvements Program: \$ 75,000
 - CDBG Access Program (for accessible curb cuts): \$ 25,000
 - DPW signals/sign budget: \$ 10,000
 - DPW general construction budget: \$ 20,000
- TOTAL: \$ 130,000**

If you have any questions about the plans or projected costs, please do not hesitate to contact Danielle Bailey at (617) 796-1139 or at dbailey@newtonma.gov, or Clint Schuckel at (617) 796-1024 or at cschuckel@newtonma.gov.

City of Newton



Setti D. Warren
Mayor

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

#81-08(3)

February 11, 2010

To: The Honorable Board of Aldermen
From: Thomas E. Daley, P.E., Commissioner
Louis M. Taverna, P.E., City Engineer
RE: Bencliffe Circle Actual Betterment Assessment

I respectfully request the Honorable Board of Aldermen to revise Board Order #81-08, Bencliffe Circle Public Way Layout.

The City Engineer has calculated the actual assessment of betterments in accordance with City Ordinance Sec. 26-49, **Street Betterments**, paragraph (a)(1) "**Assessment of Betterments for Street Construction**" dated October 18, 2004. The actual assessments are calculated based upon actual costs of the work.

The estimated betterment assessment for each abutter for this project was based on an estimated construction cost of \$185,000.00. The project has been completed with the actual cost of the project amounting to \$180,762.58, thereby reducing the actual assessed cost to the residents by \$4,237.42 (total, not each). The revised betterment assessment reflects the actual cost to each of the abutters of Bencliffe Circle.

Attached is the Bencliffe Circle actual betterment assessment and Docket #81-08 for your review.

Attachments

Cc: City Clerk

**BENCLIFF CIRCLE RECONSTRUCTION BETTERMENTS ASSESSMENTS
NO SIDEWALKS**

2/1/2008

#81-08(3)

TOTAL ESTIMATED COST											
NAME	ADDRESS	BOOK/PAGE	SUBDIV LOT NO	ACTUAL FRONTAGE (ft)	ASSESSED FRONTAGE (ft)	% OF TOTAL	ASSESSMENT				
Gabriel George Setian (Sec. 26-49.c.1.b, 50%)	5 Benclyff Circle	28195/532	-	95.71	47.86	3.29%	\$ 5,004				
Raymond E. Jr. and Lisa L. Desautels	11 Benclyff Circle	1144/7	1	89.00	89.00	6.12%	\$ 9,307				
Alan M. Katz	19 Benclyff Circle	3/114	2	80.00	80.00	5.50%	\$ 8,366				
George and Evaggelia Chakalis	25-27 Benclyff Circle	838/127	3	104.99	104.99	7.22%	\$ 10,979				
Grace J. Vigorito	33 Benclyff Circle	1193/162	4	82.51	82.51	5.68%	\$ 8,628				
Dmitriy Lyubarskiy (Setback)	39 Benclyff Circle	1168/47	5	63.45	80.00	5.50%	\$ 8,366				
Dina Golden (Setback)	45 Benclyff Circle	1129/162	6	68.32	80.00	5.50%	\$ 8,366				
Peter Fong	51 Benclyff Circle	1225/38	7	87.68	87.68	6.03%	\$ 9,169				
Claire R. Gerstein and Esther R. Gerstein	57 Benclyff Circle	1264/200	8	80.00	80.00	5.50%	\$ 8,366				
Eugene E. Wong and Holly Soto Wong (Setback)	63 Benclyff Circle	1261/116	9	51.85	80.00	5.50%	\$ 8,366				
Abram Blekhmann and Marika Blekhmann (Setback)	62 Benclyff Circle	1208/176	10	51.85	80.00	5.50%	\$ 8,366				
Cynthia Fong	56 Benclyff Circle	1016/70	11	74.72	74.72	5.14%	\$ 7,814				
Marcia E. Mann (Unit 1) Alexander Shulman (Unit 2) 40 Benclyff Circle Condominium	40 Benclyff Circle	Cert. #728487	12	217.46	217.46	14.96%	\$ 22,740				
John Giannaros and Panagiota Giannaros	24 Benclyff Circle	1295/37	13	132.53	132.53	9.12%	\$ 13,859				
Scott A. Lewis and Janelle R. Winston	12 Benclyff Circle	1311/118	14	88.96	88.96	6.12%	\$ 9,303				
John W. Pine and Deborah A. Pine (Sec. 26-49.c.1.b, 50%)	25-27 Chaske Ave	24453/8	-	95.71	47.86	3.29%	\$ 5,004				
TOTAL PROJECT				1464.74	1453.56	100.00%	\$ 152,000				

CITY CLERK
 NEWTON, MASSACHUSETTS
 65120-8896
 81 FEB 11 11 33J ON

**BENCLIFF CIRCLE RECONSTRUCTION BETTERMENTS ASSESSMENTS
ASPHALT SIDEWALKS**

2/1/2008

TOTAL ESTIMATED COST				\$		160,000	
<u>NAME</u>	<u>ADDRESS</u>	<u>BOOK/PAGE</u>	<u>SUBDIV LOT NO</u>	<u>ACTUAL FRONTAGE (ft)</u>	<u>ASSESSED FRONTAGE (ft)</u>	<u>% OF TOTAL</u>	<u>ASSESSMENT</u>
Gabriel George Setian (Sec. 26-49.c.1.b, 50%)	5 Benclyff Circle	28195/532	-	95.71	47.86	3.29%	\$ 5,268
Raymond E. Jr. and Lisa L. Desautels	11 Benclyff Circle	1144/7	1	89.00	89.00	6.12%	\$ 9,797
Alan M. Katz	19 Benclyff Circle	3/114	2	80.00	80.00	5.50%	\$ 8,806
George and Evaggelia Chakalis	25-27 Benclyff Circle	838/127	3	104.99	104.99	7.22%	\$ 11,557
Grace J. Vigorito	33 Benclyff Circle	1193/162	4	82.51	82.51	5.68%	\$ 9,082
Dmitriy Lyubarskiy (Setback)	39 Benclyff Circle	1168/47	5	63.45	80.00	5.50%	\$ 8,806
Dina Golden (Setback)	45 Benclyff Circle	1129/162	6	68.32	80.00	5.50%	\$ 8,806
Peter Fong	51 Benclyff Circle	1225/38	7	87.68	87.68	6.03%	\$ 9,651
Claire R. Gerstein and Esther R. Gerstein	57 Benclyff Circle	1264/200	8	80.00	80.00	5.50%	\$ 8,806
Eugene E. Wong and Holly Soto Wong (Setback)	63 Benclyff Circle	1261/116	9	51.85	80.00	5.50%	\$ 8,806
Abram Blekhmann and Marika Blekhmann. (Setback)	62 Benclyff Circle	1208/176	10	51.85	80.00	5.50%	\$ 8,806
Cynthia Fong	56 Benclyff Circle	1016/70	11	74.72	74.72	5.14%	\$ 8,225
Marcia E. Mann (Unit 1) Alexander Shulman (Unit 2) 40 Benclyff Circle Condominium	40 Benclyff Circle	Cert. #728487	12	217.46	217.46	14.96%	\$ 23,937
John Giannaros and Panagiota Giannaros	24 Benclyff Circle	1295/37	13	132.53	132.53	9.12%	\$ 14,588
Scott A. Lewis and Janelle-R. Winston	12 Benclyff Circle	1311/118	14	88.96	88.96	6.12%	\$ 9,792
John W. Pine and Deborah A. Pine (Sec. 26-49.c.1.b, 50%)	25-27 Chaske Ave	24453/8	-	95.71	47.86	3.29%	\$ 5,268
TOTAL PROJECT				1464.74	1453.56	100.00%	\$ 160,000

#81-08(3)

CITY CLERK
 NEWTON, MA 02459
 10 FEB 11 AM 10:18
 81-01-W-11-831-01

City of Newton



10 FEB -9 PM 7:20
DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER
CITY CLERK 1000 Commonwealth Avenue
NEWTON, MA. 02459
Newton Centre, MA 02459-1449

Setti D. Warren
Mayor

TO: Setti D. Warren, Mayor
FROM: Thomas E. Daley, Commissioner
Clint Schuckel, Associate City Engineer
RE: Centre Street/Pelham Street Intersection
DATE: February 8, 2010

A check in the amount of \$25,000 was received today pursuant to condition number eight of special permit # 242-09, granted by the Board of Aldermen to Panera LLC in December 2009. Condition # 8 reads as follows:

“The petitioner will improve pedestrian safety in Newton Centre by contributing \$25,000 towards the installation of a pedestrian-activated signal at the intersection of Centre and Pelham Streets, which has been identified as a hazardous intersection for pedestrians to cross.”

I am respectfully requesting that these funds be appropriated to DPW for the use specified by the special permit. The design and construction will be overseen by the Engineering Division, with a goal of completing the project by Fall 2010. I anticipate that this project will be constructed under DPW’s FY 2011 contract, “Public Lighting and Traffic Signal Repairs, Installations, and Betterments” (City Bid # 09-87).

- cc: S. Ecker, Acting Chief Financial Officer
- R. Rooney, Chief Operating Officer
- D. Turocy, Deputy Commissioner
- C. Havens, Acting Director of Planning and Development
- L. Taverna, City Engineer
- K. Griffey, Director of Administration
- R. Ferrara, DPW Chief of Budget and Finance

From: Receipts Reserved
14K1011-5901 \$25,000
To: Centre-Pelham
Traffic Signal \$25,000

Background Information on Parking Meters
Prepared for the Public Facilities Committee of the Board of Aldermen
by Ruthanne Fuller
March 3, 2010

Docket Item:

#53-10 ALD. FULLER, SCHNIPPER, CROSSLEY & BAKER requesting a Resolution to His Honor the Mayor requesting the implementation of new parking meter payment methods and/or parking meter systems to eliminate the sole use of coins.
[02/09/10 @ 12:43 PM]

Rates:

The Board of Aldermen approved increased parking meter rates in December 2009
Shorter term parking meters (less than 4 hours) : Increased the rate by 25¢ to 75¢ per hour
Longer term parking meters (more than 4 hours): Increased the rate by 25¢ to 50¢ per hour

Hours of Operation:

All meters are enforced from 8 am to 6 pm, 10 hours in total

Payment Methods:

All the parking meters in the City of Newton only accept coins (nickels, dimes, quarters, dollars)

By the end of March, 2010 the City of Newton will own and have installed 900 parking meters that can be upgraded for \$80 per meter (\$72,000 in total) to accept payment from credit or debit cards (i.e., plastic)

The City has no pay stations

The Board of Aldermen authorized the expenditure of \$20,000 in 2006 to purchase a pay station (i.e., payment on foot) for the Cypress Street Lot. The pay station has not been purchased yet but the plan is in place to do so in 2010. (Pay stations continue to cost approximately \$20,000; many lots in Newton would require one pay station but a few may require two or three.)

The City has designated 155 spaces in parking lots with 12 hour meters as eligible for commercial parking permits. They have sold 59 of these 155 spaces. The plan is to expand the number of spaces eligible up to 75% of long-term meters both in parking lots and on the street and to permit Newton residents with a vehicle registered in Newton to buy permits. The fee is \$80/month (i.e., a \$960 annual fee). The other option is to pay a fee of \$260 for only one quarter (\$1,040 in total for the year).

Parking Lots: Number, Location and Meters:

Newton has 13 parking lots

11 of the 13 lots have parking meters (the two in Nonantum do not have meters)

OFF STREET METERS								
VILLAGE	15 mi.	1 HR.	2 HR.	3 HR.	6 HR.	12 HR.	PERMIT	TOTAL
Auburndale-Lexington St					38			38
Newton Corner- Pearl St		11		23		18	18	72
Newton Corner- Richardson St		10		19		30		59
Newton Highlands- Hartford St				46		5		51
Newtonville- Austin St				68		55	2	123
Newton Centre- Cypress St				19		38		57
Newton Centre- Langley Rd			150					150
Newton Centre- Pelham St				66		1	20	67
Newton Centre- Pleasant St				31		24	19	55
West Newton- Cherry St				56		11		67
West Newton- Waltham St				12				12
Total	0	21	150	340	38	182	59	751

Parking Meters: Number, Types and Locations:

Newton has 1748 parking meters

There are 958 meters on the street

There are 751 meters off the street in parking lots

Of the 751 meters off the street in parking lots:

21 are 1 hour meters (requiring 3 quarters)

150 are 2 hour meters (requiring 6 quarters)

340 are 3 hour meters (requiring 9 quarters)

38 are 6 hour meters (requiring 6 quarters)

182 are 12 hour meters (requiring 24 quarters)

Of the 958 meters on the street,

4 are 15 minute meters

613 are 1 hour meters (requiring 3 quarters)

146 are 2 hour meters (requiring 6 quarters)

17 are 3 hour meters (requiring 9 quarters)

178 are 12 hour meters (requiring 24 quarters)

ON STREET METERS								
VILLAGE	15 mi.	1 HR.	2 HR.	3 HR.	6 HR.	12 HR.	PERMIT	TOTAL
Auburndale		48						48
Chestnut Hill		10						10
Lower Falls			27					27
Newton Centre		217	54	8		16		295
Newton Corner		24				34		58
Newton Highlands		60						60
Newtonville		130	41			107		278
Nonantum		62						62
Upper Falls				9		16		25
Waban- NWH			24					24
West Newton	4	62				5		71
Total	4	613	146	17	0	178	0	958

Revenues and Expenses:

In FY2009, parking meter revenues had been approximately \$1.2 million. They are expected to increase by \$360,000 due to the recent rate increase. Parking meter revenues go to the General Fund and are allocated to street maintenance and lighting.

In addition, approximately another \$1.4 million is paid in parking violation fines. In 2007, ten parking control officers issued about 70,000 tickets. Generally, parking control officers write tickets that generate two to three times their salaries. Newton charges the state imposed maximum of \$25 for parking tickets as well as charges for late fines. Increasing fees above state imposed maximums would require home-rule legislation (which Brookline did).

Costs are approximately \$200,000 to maintain the meters and to collect and count the coins. (i.e., The cost of coin revenue collection and process totals 10%-15% of total revenue.)

Collection van managed by DPW

Meters can hold \$60 - \$65 in mixed coins so meters serving two spaces need to be emptied every 4 days

Coin carts, coin counter, coin lift, coin conveyer in Treasurers Office
Treasurers Office requires approximately 1 hour a day to sort and bag coins.

Coins weigh approx 60,000 lbs per year

Alternatives:

Permits (commercial and commuter)

Single space and/or Multi-space meters that accept plastic (either credit card or smart cards (e.g., City of Newton debit card)) and/or mobile phone payment

Pay Stations (“pay on foot” automation = pay and display) that accept credit or debit cards or mobile phone payment

Potential advantages of the alternatives:

Reduced labor and maintenance costs;

Improved collection, enforcement and control;

Provides alternatives to coins to parkers;

Ability to change rates quickly and to program meters to reset when parkers leave to increase revenue.

Draft Plan by the Traffic Engineer in February 2010:

Invests approximately \$100,000 per year to do the following:

FY10: Pay station in 1 lot; Identify, select and procure preferred card technology

FY11: Pay station in 1 lot; Card readers on all on-street parking meters

FY12: Pay stations in an additional 2-3 parking lots

FY13: Pay stations in an additional 2-3 parking lots

FY14: Pay stations in an additional 2-3 parking lots

FY15: Pay stations in an additional 2-3 parking lots

Questions: What does a cost-benefit and life-cycle cost analysis show us? Is this pace of implementation the one the Board of Aldermen would recommend?

Possible Recommendations:

Ask for the cost-benefit and life-cycle cost analyses.

Based on the results, use the additional parking meter receipts from the increase in fees to purchase alternative technologies in less than six years.



City of Newton, Massachusetts
Community Preservation Committee

DOCKET
ITEM NO.

40-10

Setti D. Warren
Mayor

FUNDING RECOMMENDATION

DATE: 2 February 2010

TO: The Honorable Board of Aldermen

FROM: Community Preservation Committee

RE: **recommended Community Preservation funding for
CITY ARCHIVES – COMBINED**

PROJECT GOALS & ELIGIBILITY

This project will preserve the archival collections and rare publications listed below, currently held in the collections of the Newton Free Library, Jackson Homestead (Newton History Museum), and Newton City Clerk. As required by the CPA, the Newton Historical Commission has determined that these materials are significant in the history and culture of Newton. All of these materials are in fragile condition.

Note on City Directories: These list residents and businesses geographically as well as alphabetically, and often provide occupations as well as business addresses in other cities and towns for people who resided in Newton. They are at particular risk from heavy use, but are being proposed for digitization only, because their significance lies in their content and design rather than in their paper and ink. De-acidifying and encapsulating their 25,000-plus pages would increase the cost of this project by approximately \$220,000.

(For further discussion, see appendix.)

FUNDING RECOMMENDATION

On 20 January 2010 the Community Preservation Committee voted unanimously (9-0) to recommend that \$37,044.75 be appropriated from the historic resources and general reserves of the Community Preservation Fund for this project, and allocated 100 percent to historic resources.

City Archives - Combined Project Budget						
<i>Item or collection</i>	<i>Date</i>	<i>Place</i>	<i>No. of items</i>	<i>Preservation (de-acidification, repairs, remounting)</i>	<i>Digitization</i>	<i>Total Cost</i>
Plan of Proctor Map	ca 1868	Newton Corner	1	\$660.00	\$120.00	\$780.00
Map of Newton Center	1878	Newton Centre	1	\$1,410.00	\$455.00	\$1,865.00
Samuel Smith Manuscript	ca. 1870s	Newton	250 pp.	\$2,950.00	\$2,087.50	\$5,037.50
Photographs	late 19th cent.	Newton Corner/ Nonantum Square	14	\$365.00	\$91.25	\$456.25
Eliot Church <i>Annual</i>	1845-1887	Newton Corner	64 pp.	\$2,170.00	\$690.00	\$2,860.00
Oversized photographs: Allen House	late 19th cent.	West Newton	14	\$1,035.00	\$110.00	\$1,145.00
Photographs: Newell family & homestead	late 19th cent.	West Newton	7	\$725.00	\$53.75	\$778.75
Newton City Directories with Maps	1868-1934	Newton	36 vols./ 25,360 pp.	\$10,150.00	\$10,150.00	\$20,300.00
Subtotal				\$19,465.00	\$13,757.50	\$33,222.50
Contingency			10%			\$3,322.25
Project Total						\$36,544.75
City of Newton legal costs						\$500.00
TOTAL CP Funds recommended						\$37,044.75

ADDITIONAL SOURCES & USES OF FUNDS

The requested CP funding will leverage \$8,676.25, in the form of contributed staff time covered by the City of Newton general budget and a small grant from the Massachusetts Board of Library Commissioners' Library Services and Technology program.

OTHER RECOMMENDATIONS

Interdepartmental Archival Survey & Priorities: The Community Preservation Committee found it difficult to weigh the merits and priority of the current proposal against other competing uses of CP funds, including expected future proposals for City archival collections. Historically significant archives are held, often in conditions that fall far short of current best practices for either preservation or public access, by a wide range of City departments, including but not limited to the Engineering Division of the Public Works Department, the Fire Department, and the School Department.

Before any City department submits an additional funding proposal for archival collections, the Committee hopes the City will conduct a basic, interdepartmental survey of all such archives and will identify broad funding priorities across those collections, based on a combination of current condition and historic significance. Without committing funds in advance, the Committee would welcome a funding proposal for such a survey and priorities.

For the current project, the Committee recommends that:

1. These funds be appropriated to the spending authority of the Director of the Newton Free Library.
2. The project begin within 3 months, and be completed within 18 months, of the Board order appropriating the recommended funds, or by any extension of that deadline granted in writing by the Community Preservation Committee.
3. The project manager designated by the Library Director be responsible for:
 - ◆ working with the City of Newton Purchasing and Law Departments to award a contract for these preservation services
 - ◆ managing the delivery of services and payment of invoices under from project funds
 - ◆ responding to all requests for updates from the Community Preservation Committee
 - ◆ within 1 month of completing all work on the project, submitting to the CPC a report of how all funds were spent, comparing actual expenditures with those in the original, approved scope of work
 - ◆ working with the CPC and its staff to publicize the project actively, both before and after all funds have been spent.
4. Any portion of the Community Preservation Fund grant not used for the purposes stated herein shall be returned to the Newton Community Preservation Fund.
5. The project sponsors work closely with the Community Preservation Committee and its staff to publicize the project, both before and after all funds have been spent.

ATTACHMENTS

(delivered to the clerks of the Committee on Community Preservation and Finance Committee)

- ◆ Proposal
- ◆ Letters of support
- ◆ Supplemental information requested by the Community Preservation Committee
- ◆ Review of eligibility by City of Newton Law Dept.

See also detailed findings on funding eligibility & priorities on following pages. →

Appendix:

DETAILED FINDINGS on FUNDING ELIGIBILITY & PRIORITIES

Community Preservation Act (MGL c.44B) and Newton Community Preservation Plan

Historic resources are one of the three reserved purposes for community preservation funding. The Community Preservation Act's definition of historic resources explicitly includes any "document or artifact that has been determined to be significant in the history, archeology, architecture or culture of a city or town."

Well-managed, accessible archives are also a prerequisite for the preservation, restoration, or rehabilitation of all other historic resources under the CPA, including buildings, landscapes, and works of art. The Newton CPC requires that proposals for all of these resources comply with .. the *United States Secretary of the Interior's Standards for the Treatment of Historic Properties*, by basing the proposed treatment of the resource on an analysis and evaluation of its historic integrity and significance. That analysis requires access to archives.

This project also addresses the following specific goals previously identified in Newton's citywide plans:

COMMUNITY PRESERVATION PLAN

Overarching Goals

1. Contribute to the preservation of Newton's unique character, boost the vitality of the community, and enhance the quality of life for its residents.
3. Demonstrate the highest cost/benefit value relative to other proposals.
5. Preserve a resource or opportunity that would otherwise be lost.

Historic Resources Goals

1. Support the preservation and/or restoration of municipally owned resources that are found to be historically significant by the Newton Historical Commission.
4. Enable access to the resource by the public, including access by disabled residents.
5. Support the objectives and priorities of local historic preservation organizations, such as the Newton Historical Society [and] the Newton History Museum ...

COMPREHENSIVE PLAN: PLANNING FOR & WITH HISTORY

Vision

- ◆ The City uses historical images and examples in presentations and meetings about all planning and development issues ...
- ◆ Planners, architects, contractors, and property owners use [historic] documents, maps, and photographs [to] inform their conversations with neighbors about new projects. ...
- ◆ Educators teaching in the Newton Public Schools, community service learning, afterschool programs, and summer camps use local historical resources and sites ...

Strategies

- ◆ Put community education first, instead of last. ...

Actions

- ◆ Initiate neighborhood-level implementation of this *Comprehensive Plan* through history presentations/discussions that cover all the issues and goals covered in the *Plan* ...
- ◆ ... invest more resources in education and incentives that can make regulatory decisions more predictable or transparent, and less controversial.
- ◆ Develop new tools and training to encourage the broader use of historical information by all City staff, nonprofit, and for-profit organizations involved in planning and development.
- ◆ Support more systematic use of local historic sites and resources in Newton Public Schools.

**CITY OF NEWTON
LAW DEPARTMENT
INTEROFFICE MEMORANDUM**

DATE: February 25, 2010
TO: Newton Board of Aldermen
FROM: Robert J. Waddick, Assistant City Solicitor
RE: Board Order #40-10 – Digitization of Documents

BACKGROUND

In a correspondence to Alice Ingerson dated December 4, 2009, I opined that the proposal entitled *Preservation of 19th and Early 20th Century Newton Documents/Collections* is eligible for CPA funding provided that there is a determination by the Newton Historical Commission that the documents and items to be preserved are significant in the history, archeology, architecture or culture of the City of Newton. It is my understanding that Board seeks an opinion as to whether the digitization of documents called for in this proposal comes within the meaning of “preservation” as that term is used in G.L. c. 44B. Additionally, it is my understanding that the Board seeks examples of the analogous use of CPA funds in other municipalities.

ISSUES

1. Whether the digitization of documents comes within the meaning of “preservation” as that term is used in G.L. c. 44B?
2. Whether there are examples of the analogous use of CPA funds in other municipalities?

SHORT ANSWERS

1. Although no reported Massachusetts cases have addressed the meaning of “preservation” as the term applies to historic documents, the definition of “preservation” as it is set forth in G.L. c. 44B, §2 is arguably broad enough to encompass digitization. In addition, as it is defined by the United States National Archives and Records Administration and by others engaged in the preservation and archives profession, the term “preservation” includes digitization.
2. Several Massachusetts municipalities have approved the use of CPA funds for the preservation of historic documents through digitization.

**Preservation
of
19th & Early 20th Century
Newton Documents/Collections**

**City Clerk's Office
Newton Free Library
Historic Newton**

- Overview**
- **Partnership of 3 City Departments**
 - City Clerk's Office, Newton Free Library & Historic Newton
 - **Funding Category**
 - Preserve Historic Resources
 - **Materials**
 - City Directories, Manuscripts, Maps & Photographs
 - **Time Period**
 - 1800s-1930s

Documents/Collections


- City Directories
- Manuscripts
- Maps
- Life & City Scenes Photographs

City Directories


- Historical Significance
- Treatment

Manuscripts


- Historical Significance
- Treatment



Samuel Smith Manuscript: Mid 19th Century

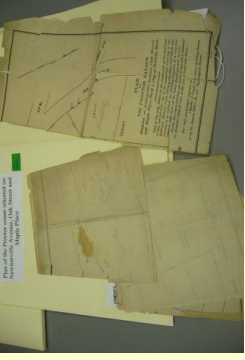


Eliot Church Annual: 1845-1887




Maps

- Historical Significance
- Treatment




Plan of Proctor: 19th Century




Newton Center: 1878

Photographs



- Historical Significance
- Treatment




Allen House



Newell Family & Homestead

Newton Corner & Nonantum Square



Why?

- Citywide Needs
- Unique Primary Resources
- In Need of Preservation
- Continuation of Preservation Projects

Budget: 3 Fiscal Years

- CPA: \$36,544.75*
- Library Services & Technology Act (LSTA): \$3,346.25
- Library Annual Budget: \$5,330

Timeline

- Vendor Bids (3 Months)
- Work Performed by Vendor (4 Months)
- Staff Create Descriptions of Items (3 Months)
- Post Online and Place Physical Items in Protected Areas (2 Months)

Thank You!

DISCUSSION

Preservation

Digitization is a process through which electronic images or pictures are taken of items such as documents, photographs, artwork, etc., and then converted into digital images that can be read by computers.¹ The process of digitization not only creates electronic images of such items, but it makes the items more accessible to users because digital images can be interpreted and read by computers.²

The Community Preservation Act defines “preservation” simply as “protection from injury harm or destruction, but not maintenance.” G.L. c. 44B, § 2. To date, there have been no reported Massachusetts cases which have dealt with the meaning of the term “preservation” as it applies to documents or artifacts. In the case of Seidman v. City of Newton, 452 Mass. 472 (2008), the Supreme Judicial Court addressed the meaning of the word “preservation” as it applies to land. The Court indicated that a preservation project is one that preserves land by protecting it from decay or destruction. Id. at 479. The Seidman Court essentially applied the language of the Act’s concise definition of “preservation,” and also used the word “decay” to describe the harm that preservation protects against. Consequently, whether the digitization of documents comes within the meaning of “preservation” is a question of statutory interpretation. More specifically, it a question that goes to the meaning of the word “preservation” itself.

The definition of “preservation” appears broad enough to encompass digitization. Because the process of digitization involves the creation of an electronic image, it is arguable that digitization preserves a document by protecting it from injury, harm, destruction or decay. However, digitization actually preserves the content of a document, not the original document itself. This raises a question as to whether digitization alone can be considered “preservation.” For guidance it is helpful to look at how digitization is viewed by those engaged in the preservation of historic documents.

The National Archives and Records Administration (NARA) is the federal agency that is responsible for preserving all of the documents and materials created in the course of business conducted by the federal government, including historic documents. While the more famous of the historic documents include the Declaration of Independence, the Constitution and the Bill of Rights, the agency maintains and preserves scores of less celebrated historic documents. Because the NARA is a government agency that is essentially in the business of preserving historic documents, its definition of “preservation” is useful to the question at issue. The definition of “preservation” as it appears on the NARA website is as follows:

“Preservation encompasses the activities which prolong the usable life of archival records. Preservation activities are designed to minimize the

¹ See Cornell University Library website, <http://www.library.cornell.edu/preservation/tutorial/intro/intro-01.html> (last visited February 24, 2010).

² Id.

physical and chemical deterioration of records and to prevent the loss of informational content. These activities include providing a stable environment for records of all media types, using safe handling and storage methods, duplicating unstable materials, (e.g. nitrate film thermofax) to a stable media, *copying potentially fragile materials into a usable format (e.g. microfilming or digitization)* [emphasis added] storing records in housings made from stable materials (for example document boxes made from “acid-free” paperboard), repairing documents to maintain their original format, establishing a pest control program and instituting a disaster recovery plan which includes plans for emergency preparedness and response.”³

The NARA’s definition of preservation, which is compiled from the writings of archivists (see footnote 3), explicitly includes digitization among the methods of preservation it lists. While the NARA’s detailed definition of “preservation” does not control the meaning of “preservation” under the Community Preservation Act, it does indicate how the term “preservation” is understood and applied by the federal agency charged with preserving historic federal documents. Further, NARA’s definition shows that it views digitization as a method of preserving historic documents.

While not all preservation and archives professionals might agree that digitalization alone constitutes preservation, the Association of Research Libraries (ARL) has endorsed digitization as a form of preservation, stating: “digital reformatting should now be considered a valid choice among the various methods for preserving paper-based materials.”⁴ The ARL is an organization of leading research libraries in North America whose New England members include Boston College, Boston Public Library, Boston University, Brown, Dartmouth, Harvard, University of Massachusetts, Massachusetts Institute of Technology and Yale.⁵

Other Municipalities

Several Massachusetts municipalities have approved CPA funding for projects to preserve historic documents using digitization. Listed below, are some of the projects identified:

³ See the NARA website at <http://www.archives.gov/preservation/about.html> (last visited February 24, 2010) which indicates that the definition was compiled from the following sources: *AIC Definitions of Conservation Terminology*, *Directory of the American Institute for Conservation of Historic and Artistic Works*, 1998, p. 22; Bellardo, Lewis J. and Bellardo, Lynn Lady, *A Glossary for Archivists, Manuscript Curators, and Records Managers*, The Society of American Archivists, Chicago, 1992, pp. 8, 26-27; Ritzenthaler, Mary Lynn, *Preserving Archives and Manuscripts*, The Society of American Archivists, Chicago, 1993, pp. 1-3.

⁴ Association of Research Libraries Press Release dated July 20, 2004, which can be viewed at <http://www.arl.org/news/pr/digitization.shtml> (last viewed February 25, 2010).

⁵ See ARL member listings at <http://www.arl.org/arl/membership/members.shtml> (last visited February 25, 2010).

<u>YEAR</u>	<u>MUNICIPALITY</u>	<u>AMOUNT</u>	<u>PROJECT</u>
2005	North Andover	\$30,000.00	Preservation of historic documents using digitization
2005	Peabody	\$20,052.00	Digitization of historic records and documents
2005	Nantucket ⁶	\$237,000.00	Town Clerk's record restoration using digitization
2005	Sturbridge	\$40,000.00	Digitization of historic town documents
2009	Hanover	\$45,000.00	Digitization of historically significant town records by Town Clerk
2008	Hingham	\$40,000.00	Catalog, preserve and digitize historical town documents
2009	Hudson	\$9,950.00	Town Clerk preservation of vital records using digitization

CONCLUSION

Based on the foregoing, it can be concluded that the digitization of historic documents arguably comes within the meaning of "preservation" as that term is used in the Community Preservation Act. Moreover, the term "preservation" as it is defined by the United States National Archives and Records Administration and by preservation and archives professionals, encompasses digitization. Furthermore, it is evident that several Massachusetts municipalities have approved CPA funding for projects to preserve historic documents using digitization.

⁶ This project was listed by the Community Preservation Coalition on its website. The Town Clerk of Nantucket stated that Nantucket has actually approved approximately \$1 million in CPA funding to date for digitization of town records.



City of Newton, Massachusetts Community Preservation Committee

DOCKET
ITEM NO.

41-10

Setti D. Warren
Mayor

FUNDING RECOMMENDATION

DATE: 2 February 2010

TO: The Honorable Board of Aldermen

FROM: Community Preservation Committee

RE: **recommended Community Preservation funding for
ANGINO FARM BARN - Interior Rehabilitation**

PROJECT GOALS & ELIGIBILITY

This project will adapt the historic 19th-century barn at the City-owned Angino Farm for public programs and other activities required for the operation of this site as a community-supported agriculture farm, under a license granted by the Newton Farm Commission to Newton Community Farm, Inc.

In addition to adding water and sewer connections and heating, the project will: install a new "window wall" in the main barn door opening; restore the historic timber main floor and preserve the visibility of the historic timber framing in the north, west, and south walls; create a partial second floor/loft, accessible by stairs and lift, with a kitchen and accessible bathrooms below and office/library space above; adapt the roof of the north shed to serve as the floor of a new, 3-season screened addition; on the lower/field level, restore the historic windowed doors and add a produce washing station; finally, provide a new, accessible entrance (by regrading the driveway) and exit (through the new screened addition).

(For further discussion, see appendix.)

FUNDING RECOMMENDATION

On 20 January 2010 the Community Preservation Committee voted unanimously (9-0) to recommend the appropriation of **\$569,000**, including \$1,000 for City of Newton legal costs, from the fiscal 2010 historic resources, open space, and general reserves of the Community Preservation Fund under the direction and control of the Public Buildings Department.

Based on project budget and the original allocation of acquisition costs for the Farm, the CPC recommends that this appropriation be allocated as: 15% for historic resources (items capitalized on budget below), 75% for recreation, and 10% for open space.

Building	
3-season classroom addition (rebuild shed roof as new floor)	\$ 64,000
Floors: RESTORE HISTORIC MAIN FLOOR, build new floor on upper level	\$ 37,000
Stairs & lift to new upper level	\$ 42,000
Plumbing, electrical, heat (all levels)	\$ 87,000
Kitchen and two accessible bathrooms	\$ 63,000
New partitions and finishes, LEAVING HISTORIC EXT. WALLS VISIBLE; new window wall in main door opening	\$ 46,000
Lower level: RESTORE HISTORIC DOORS, PRESERVE/STRENGTHEN COLUMNS & SOUTH SILL	\$ 32,000
Site	
Water, sewer, gas connections	\$ 35,000
Sign, driveway regrading and other improvements/landscaping for accessibility	\$ 66,000
Total construction contract *	\$ 472,000
Soft Costs	
Design fee (final specifications & construction documents)	\$ 66,000
City project management	\$ 30,000
City legal costs	\$ 1,000
TOTAL CP FUNDS	\$ 569,000

* Assumes City procurement. All lines include general conditions, contractor OH&P, and 15% contingency.

OTHER RECOMMENDATIONS

The Community Preservation Committee further recommends that:

1. Funds be appropriated to the spending authority of the Public Buildings Department, which should designate as City project manager either a qualified firm on its list of on-call professionals and/or the Community Preservation Engineer in the Department of Public Works.

The cost of this project manager may be charged to project funds but shall not exceed \$30,000 (listed in the approved budget as "City project management"), and Public Buildings should use its best efforts to keep this cost below that maximum.

2. The City project manager work with Public Buildings, the City of Newton Law Department, and the Newton Farm Commission to
 - ◆ submit the project's concept plans for review by the Design Review Committee and the Mayor's Committee for People with Disabilities, and take the comments of these committees into account when commissioning final design specifications and construction documents
 - ◆ commission final design specifications and construction documents *either* from a qualified firm on the City's existing list of on-call architects, *or* from a firm selected through public bidding (in which case, the Designer Selection Committee must review the submitted bids).
 - ◆ bid and award the construction contract(s) through the City of Newton Purchasing Department
 - ◆ serve as the "owner's representative" at project meetings, make regular site visits, approve appropriate change orders and payment of invoices from project accounts
 - ◆ respond to all requests from the Community Preservation Committee or committees of the Board of Aldermen for progress reports and accounting of funds spent
 - ◆ within 1 month of completing all work on the project, submit to the CPC a report of how all funds were spent, comparing actual expenditures with those in the final design that served as the basis for construction bidding
3. The first task listed in recommendation **2** above occur within 2 months, and all project work be completed within 18 months, of the Board order appropriating the recommended funds, or by any extension of that deadline granted in writing by the Community Preservation Committee.
4. Any portion of the Community Preservation Fund grant not used for the purposes stated herein be returned to the Newton Community Preservation Fund.
5. The project sponsors work closely with the Community Preservation Committee and its staff to publicize the project, both before and after all funds have been spent.

ATTACHMENTS

(delivered to the clerks of the Committee on Community Preservation and Finance Committee)

- ◆ Proposal, including budget and concept plans
- ◆ Letters of support
- ◆ Supplemental information requested by the CPC
- ◆ Confidential Law Dept. memo on funding eligibility (in print only)

See also detailed findings on funding eligibility & priorities on following pages. →

Appendix:

DETAILED FINDINGS on FUNDING ELIGIBILITY & PRIORITIES

Community Preservation Act (MGL c.44B)

In its confidential memo to the Community Preservation Committee, the City of Newton Law Department noted that the original CPA funds used to acquire Angino Farm were allocated overwhelmingly to recreation land, with the remaining approximately 20 percent of the funding split between historic resources and open space. The Law Dept. concluded that the current proposal is eligible for funding on approximately the same basis: primarily for recreation, and secondarily as historic resources or open space. Since Angino Farm was acquired with CPA funds in the first place, the proposed project does not have to qualify primarily in the category of historic resources to make the barn's rehabilitation eligible for funding.

The Act defines rehabilitation as "making a resource functional for its intended use." The Farm was acquired with CPA funds to preserve its active use through community gardening and farming. All farms require indoor space for storage of equipment and produce, for other farm work, and for training. A community-supported farm involves – and needs to accommodate – a significantly larger number of people in such indoor activities than do most private farms. At this particular site, however, Jerry Angino had deeply involved the public, especially school children, in farmwork for decades before the site was acquired by the City. The community strongly supported using CPA funds to preserve this Farm partly to continue that tradition.

This Law Dept. memo is being forwarded to the Board of Aldermen along with this recommendation (on paper only, as a confidential document).

Newton Plans & Priorities

COMMUNITY PRESERVATION PLAN

The proposed project meets the following published priorities and goals of the CPC:

Fiscal 2010-12 Priorities

- ◆ combine two or more fundable resources:
- ◆ integrate planning for CP funds with other citywide plans
- ◆ give priority to projects that leverage CP funds
- ◆ make proposal review more efficient by using pre-proposals
- ◆ apply the Secretary of the Interior's *Standards for the Treatment of Historic Properties*

Long-Term Goals

- ◆ contribute to the preservation of Newton's unique character, boost the vitality of the community, and enhance the quality of life for residents
- ◆ demonstrate strong community support
- ◆ distribute CPA funds throughout the City
- ◆ provide multiple recreation opportunities in a given location
- ◆ enhance public access, including access for people with disabilities.
- ◆ consider both current and future needs
- ◆ preserve sight lines

DISCUSSION

As did the original acquisition of Angino Farm, this proposal combines active and passive recreation, the preservation of open space and sight lines, and the preservation of historic resources. The preservation of the Farm as an actively working landscape has been identified as a priority in Newton's *Comprehensive Plan*, *Open Space & Recreation Plan*, and *Heritage Landscape Report*.

The Farm was acquired with CPA funds but has been brought back to life and maintained with almost no City funds. All operating costs, including staff salaries and program equipment and materials, are funded privately. The stabilization and restoration of the barn's exterior and basic structure was both urgent, given its deteriorating condition when the City acquired it, and a prerequisite for any work on

its interior. That exterior work was completed entirely with private funds. In short, Angino Farm has set a “gold standard” for both funding leverage and resource stewardship.

The Newton Farm Commission and its nonprofit licensee, Newton Community Farm, Inc., invested significant effort in developing a pre-proposal. That work paid off in a final proposal that the CPC found clear and persuasive, which in turn minimized the need for supplemental information requests and questioning before the Committee voted unanimously to support the project.

This is one of the first proposals to meet the CPC’s new requirements for historic resources based on the Secretary of the Interior’s *Standards*. It clearly relates the proposed work to the preservation of the site’s most historically significant features, particularly to its active use as a working landscape and its simple buildings, which were constructed partly with material recycled from older buildings and designed for function rather than display.

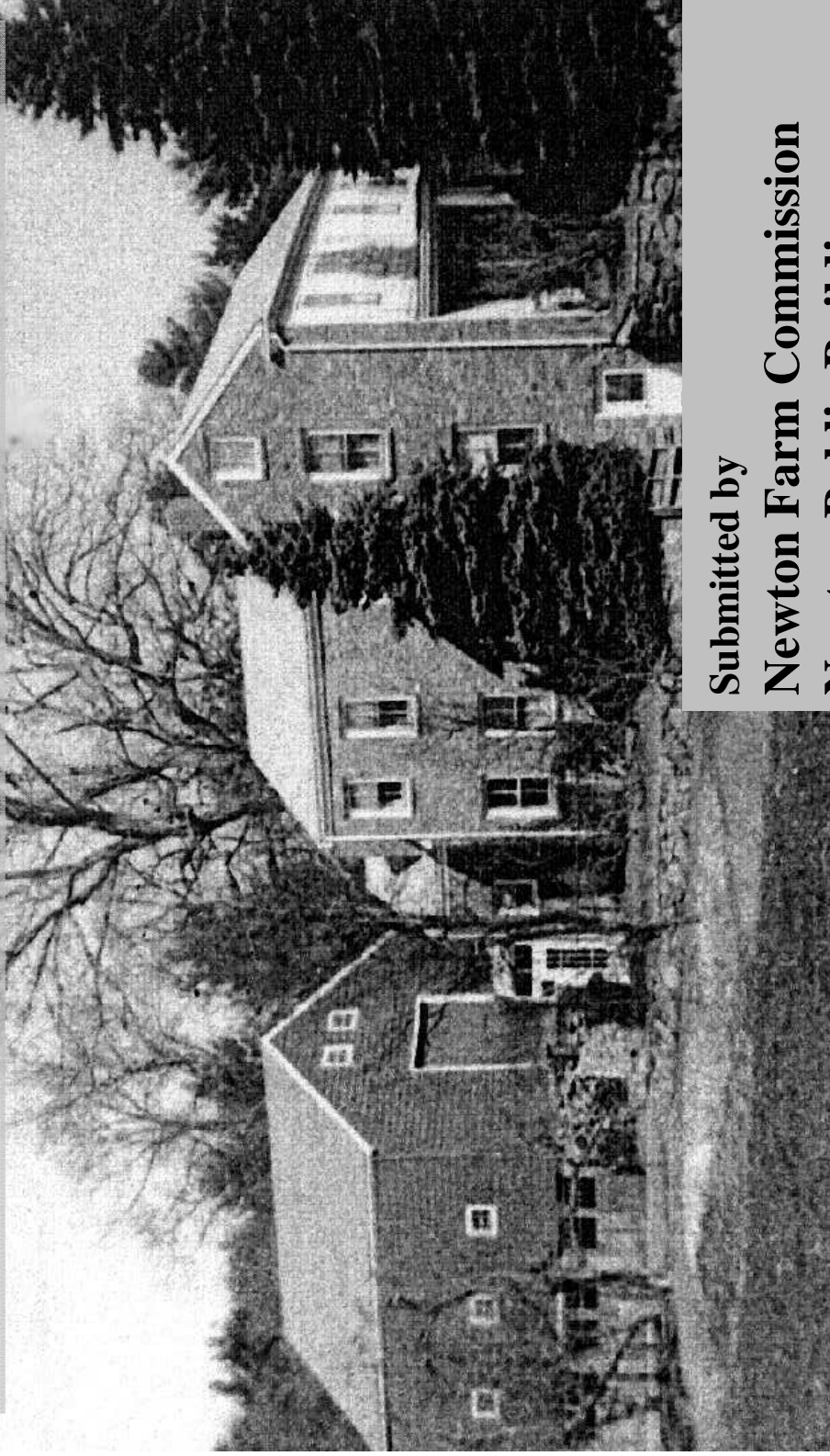
From one perspective, the original purchase of the farm contributed to a geographic imbalance of CPA funds: most open space acquired with these funds has been on Newton’s south side. However, this pattern is itself historically significant. The concentration of public transportation in other parts of the City led to rapidly rising land values, which displaced farms and farmers by the late 19th century. Angino Farm survived as the last working farm in Newton in part precisely because of its location on the city's south side.

Many people in Newton originally questioned whether community-supported agriculture could be viable on such a tiny site in a densely-developed city. Angino Farm has won over nearly all of these skeptics, attracting financial support and active participation from residents of all ages and walks of life, including those with mobility challenges. Many people travel regularly to the farm from the opposite corners of the City.

Finally, as the Farm Commission and Newton Community Farm, Inc., originally envisioned, the Farm has become a catalyst for better stewardship of public and private landscapes throughout the city. Farm programs are helping residents understand and manage their own front and back yards, as well as public open spaces including schoolyards, simultaneously as “edible landscapes” and wildlife habitat.

Angino Barn Rehabilitation

Community Preservation Proposal, Fiscal 2010



**Submitted by
Newton Farm Commission
Newton Public Buildings**

Angino Barn Rehabilitation



Before
Purchase by
City....



Angino Barn Rehabilitation

Since



Angino Barn Rehabilitation

Request for Funding

- Requesting \$568,000 CP funding, leveraged by \$230,000 private funding

Funding Categories

- Rehabilitation of Historic Resource (barn)
- Preservation of Open Space (scenic value)
- Preservation of Recreational Land (passive recreation)

- Newton Farm Commission & Newton Public Buildings



Angino Barn Rehabilitation

Newton Farm Commission

- Established to oversee Angino Farm, purchased with CP funds in 2005
- Enabling Ordinance Purposes:
 - Bring locally-grown produce to the City
 - Educate and serve as outdoor classroom for sustainable agricultural practices
 - Preserve historic character and culture of last working farm in Newton

Angino Barn Rehabilitation

Newton Farm Commission

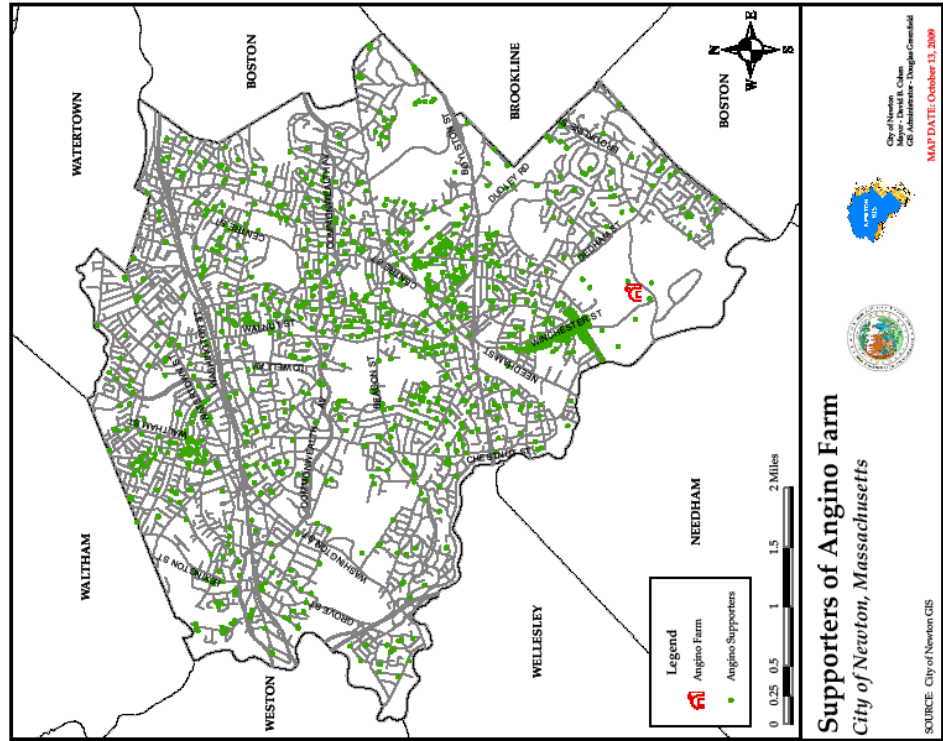
- Through bidding process contracted with Newton Community Farm (NCF), nonprofit operator
- Oversees operation of Farm by NCF including review of building plans, reports on operations, financial statements



Angino Barn Rehabilitation

- Through efforts of NCF and Greg Maslowe, Farmer, farm is successful beyond expectations
- Financial stability due to CSA model (122 families), participation in local farmers markets, produce stand on farm
- Offer recreational & educational programs to community (children and adults)
- Immense volunteer community

Angino Barn Rehabilitation



Angino Barn Rehabilitation

- Admired by other farms in area
- All agricultural operations carried out on environmentally sustainable basis
- BUT ...
- Need facilities to accommodate growing success and continue to engage community



Angino Barn Rehabilitation

- NCFI has raised over \$430,000 to support farm operations and capital improvements
- Recently completed rehabilitation of Barn exterior (*Phase I, privately funded*)



Angino Barn Rehabilitation

Other Completed Projects

- Rehab of farmhouse including insulation and new kitchen
- Irrigation of fields
- Farmstand and kiosk
- Expanded greenhouse
- Accessible learning garden underway



Angino Barn Rehabilitation

Currently Seeking Funds for *Phase II*, to Rehabilitate a Historic Resource (Barn)

- Structural repairs in lower level working bays
- Restore bay doors
- Rebuild shed roof to preserve northern bay
- Historically restore main level flooring



Angino Barn Rehabilitation

Will Allow For Enhancement of Recreation Opportunities on Farm

- Will serve volunteers and visitors and increase utilization of farm
- Allow workshops on site throughout year
- Historical supplement to farm activities



Angino Barn Rehabilitation

Project Components

- Accessible bathrooms
- Workshop spaces
- Demonstration kitchen
- Farming library
- Produce washing station
- Heat and utilities
- Site improvements for accessibility



Angino Barn Rehabilitation

Preservation Aspects

- Iconic view of barn across field
- Openness of barn interior
- Exposed historic framing, walls and roof
- Historic barn door
- Historic floor
- Functional use of lower bays



Angino Barn Rehabilitation

Recreational Aspects

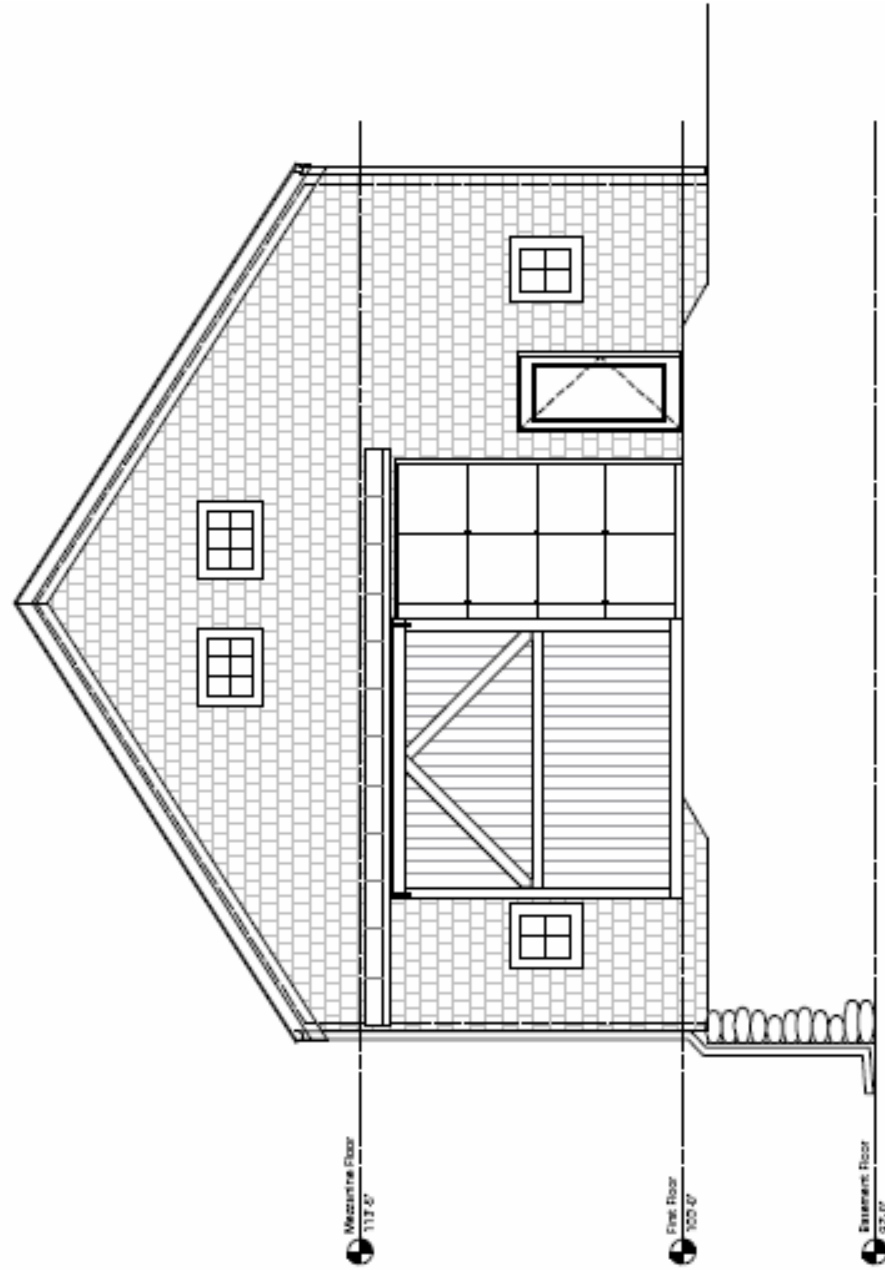
- Accessibility of site including bathrooms
- Heat will make barn and farm usable throughout year
- Enhance enjoyment of open space



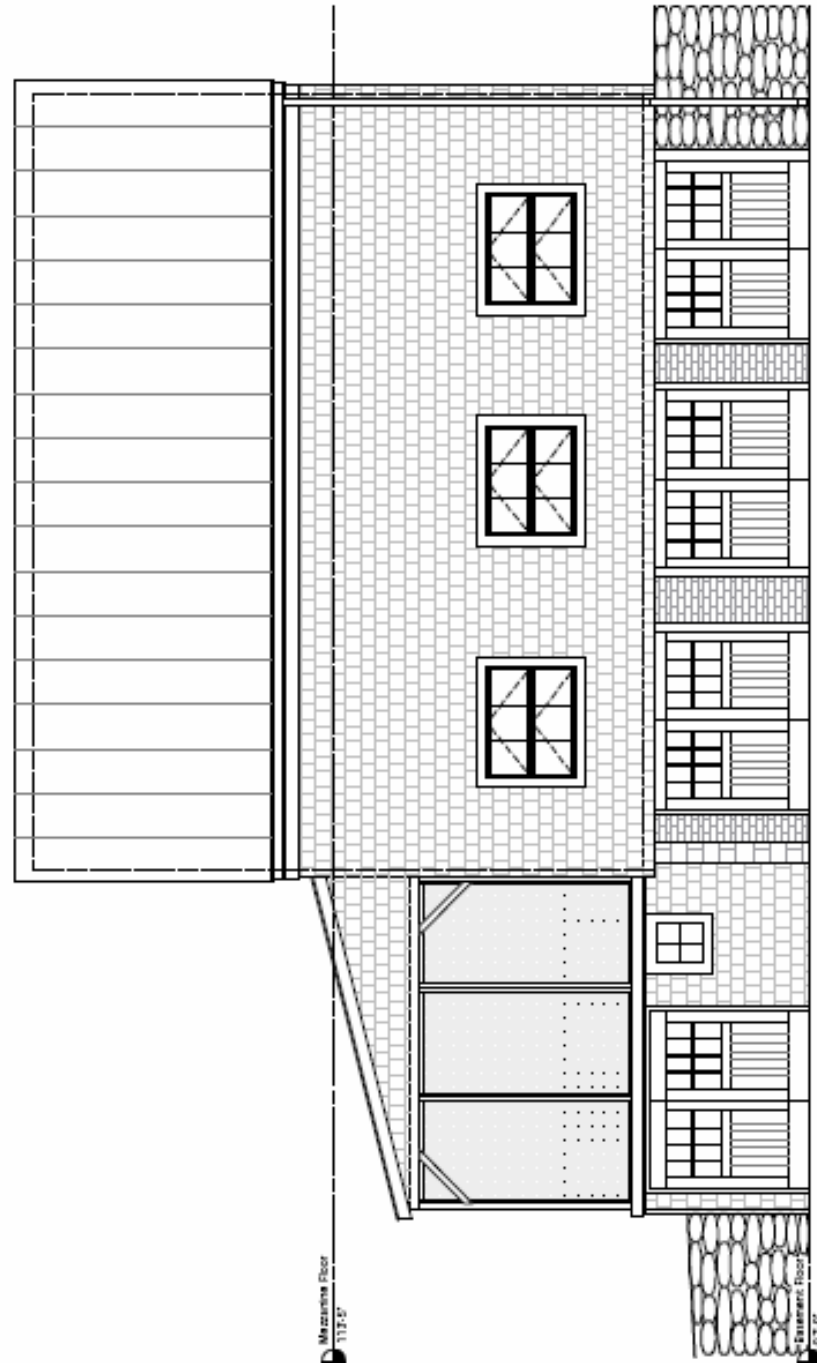
Angino Barn Rehabilitation



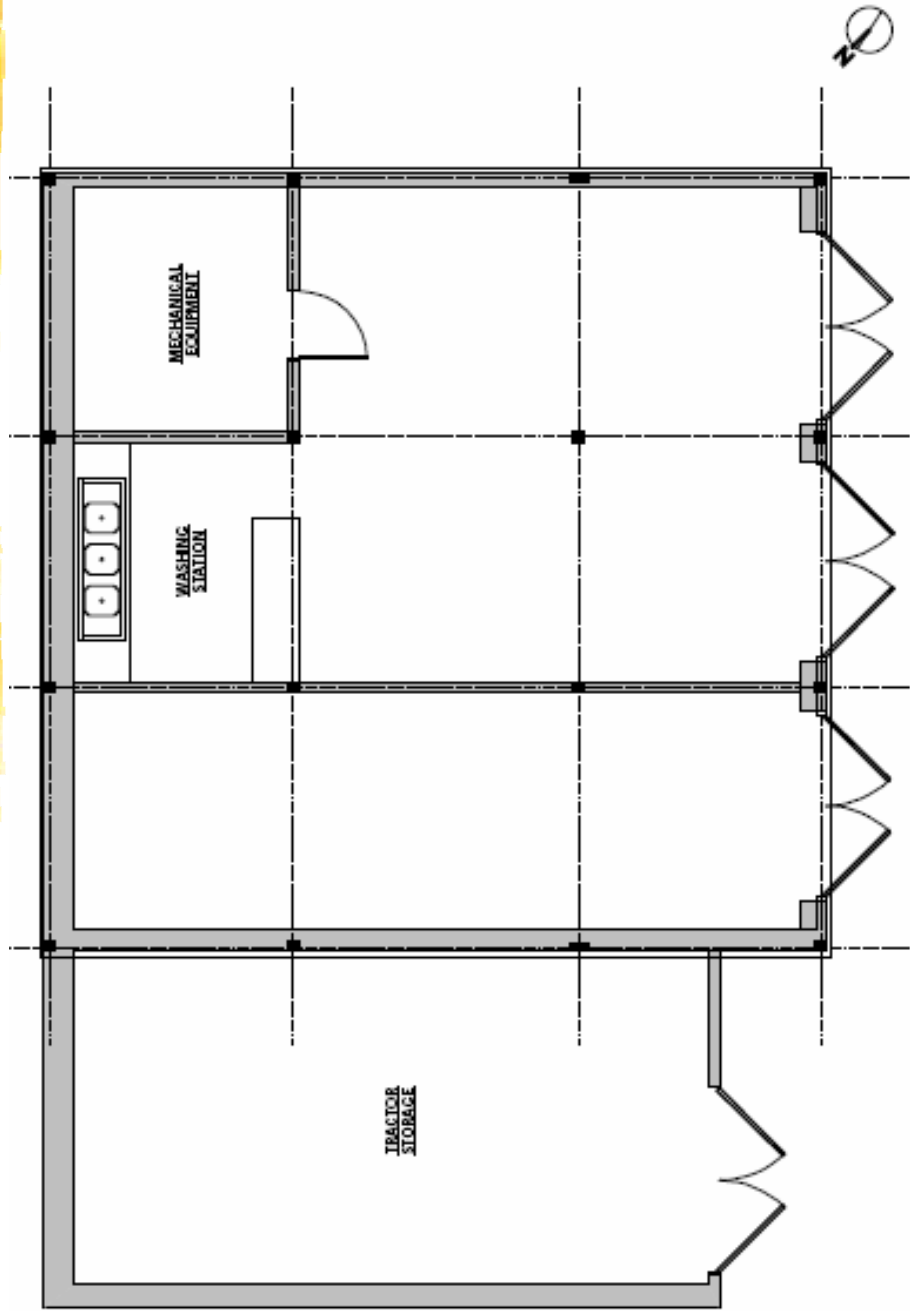
Angino Barn Rehabilitation



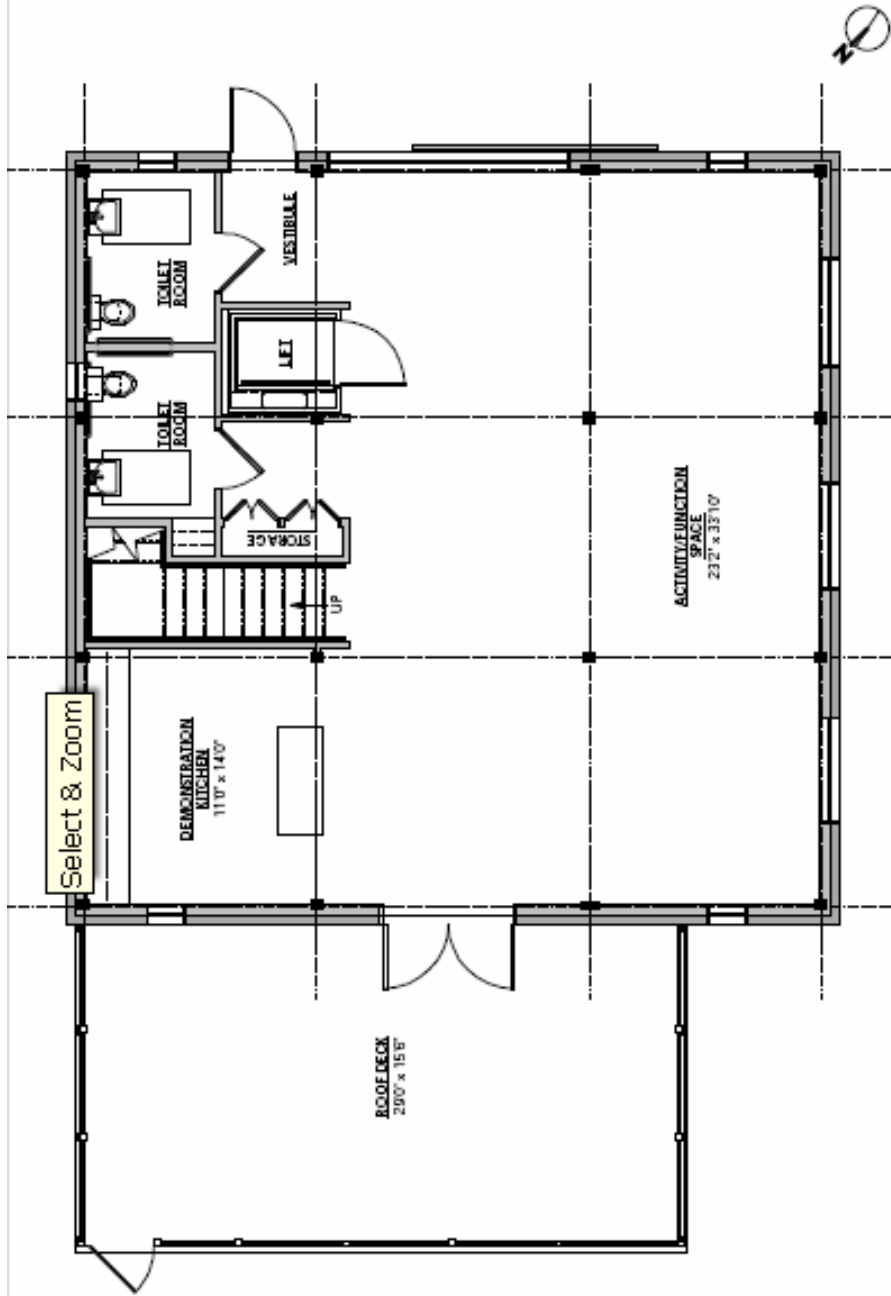
Angino Barn Rehabilitation



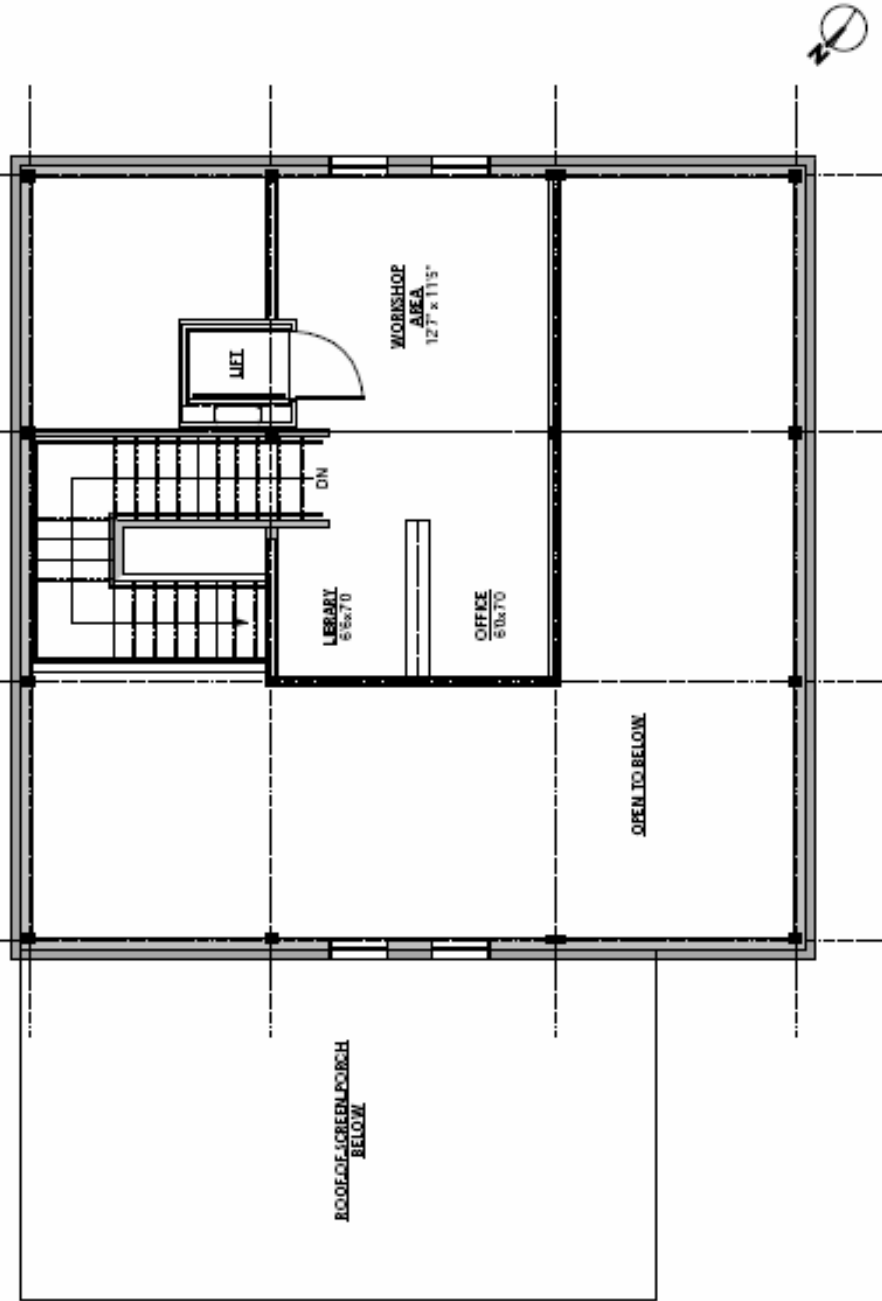
Angino Barn Rehabilitation



Angino Barn Rehabilitation



Angino Barn Rehabilitation



Angino Barn Rehabilitation

Building		
Rebuild shed roof to preserve lower barn bay		\$ 27,000
Strengthen lower floor columns & south sill		\$ 11,000
Floors: historically restore main floor, new flooring at upper floor		\$ 37,000
Stairs to upper floor		\$ 15,000
Handicapped access lift to upper floor		\$ 27,000
Secondary egress / 3-season classroom		\$ 37,000
Basic plumbing		\$ 10,000
Electrical: power, lighting, fire detection		\$ 29,000
Kitchen and two handicapped accessible bathrooms		\$ 63,000
Main door daylight wall		\$ 30,000
Partitions and finishes, preserving open walls		\$ 16,000
Heat main floor and lower floor		\$ 32,000
Sink, lights and outlets on lower floor for farm operations		\$ 16,000
Historically restore lower level doors		\$ 21,000
Site		
Water supply connection		\$ 7,000
Sewer line connection		\$ 17,000
Gas supply connection		\$ 11,000
Sign on street		\$ 3,000
Driveway regrading and site improvements/landscaping for accessibility		\$ 63,000
Total construction contract *		\$ 472,000
Soft costs		
Design fee		\$ 66,000
City Project Management		\$ 30,000
Total Funds Requested from CPC		\$ 568,000

* All construction costs are 2011 estimates, assume City Procurement, and include general conditions, contractor OH&P, and 15% contingency.



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts

Office of the Mayor

10 FEB 23 PM 7:22
CITY CLERK
NEWTON, MA. 02159

Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

February 23, 2010

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

Ladies and Gentlemen:

I request that your Honorable Board docket for consideration a request to accept and expend a grant from the Massachusetts Renewable Energy Trust in the amount of \$96,546.50.

The grant will be used to purchase eleven solar powered trash compactors at an estimated cost of \$39,148.00 and to install two solar energy systems at the Oak Hill and Bigelow Middle Schools at an estimated cost of \$57,145.00, with a contingency of \$253.50.

Thank you for your consideration of this matter.

Very truly yours,

Setti D. Warren
Mayor

AUTHORIZATION TO EXPEND ONLY

\$96,456.50 Received 02/17/2010

19VV11510-434001

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE

City of Newton



PUBLIC BUILDINGS DEPARTMENT

Telephone: (617) 796-1600

Fax: (617) 796-1601

TTY: (617) 796-1089

52 ELLIOT STREET

NEWTON HIGHLANDS, MA 02461-1605

10 FEB 23 PM 7:22
CITY CLERK
NEWTON, MA. 02159

Setti D. Warren
Mayor

February 17, 2010

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

Dear Mayor Warren:

I am pleased to inform you that the City of Newton has received a grant from the Massachusetts Renewable Energy Trust in the amount of \$96,546.50. This grant will be used to purchase eleven solar powered trash compactors and for the installation of solar energy systems at the Oak Hill and Bigelow Middle Schools.

As you know, the Board of Aldermen is required to accept this grant on behalf of the City of Newton. Therefore, a letter requesting their acceptance should be forwarded to them as soon as possible.

If you have any questions regarding this grant, or if you require further information, please contact my office.

Thank you.

Sincerely,

Arthur F. Cabral
Interim Commissioner of Public Buildings

SCHEDULE OF PAYMENTS TO THE CITY TREASURER

FROM WHOM	SOURCE	AMOUNT	TOTAL
Mass Technology Collaborative Clean Energy grant (trash compactors & solar energy systems)	19VV11510-434001	\$ 96,546.50	
TOTAL :			96,546.50

10 FEB 23 PM 7:22
 CITY CLERK
 NEWTON, MA. 02159

CITY OF NEWTON
 FEB 17 2010
 RECEIVED

DATE: 2/17/2010

TO THE CITY COMPTROLLER & TREASURER

The above is a detailed list of cash received by the above named department

Amounting in the aggregate to: ***** 96,546.50 *****

DEPARTMENT COPY

February 4, 2010

Mr. David Tannozzini
City of Newton
Public Buildings Department
52 Elliot Street
Newton Highlands, MA 02461

10 FEB 23 PM 7:22
CITY CLERK
NEWTON, MA. 02159

Re: *CLEAN ENERGY CHOICE® Matching Grants*
City of Newton: Award No. 1-10

Dear Mr. Tannozzini:

I am pleased to inform you that your request to draw down on your matching funds account under the Massachusetts Renewable Energy Trust's (the "Trust") CLEAN ENERGY CHOICE® Program has been approved.

As recipient of these funds, you are required to provide the Trust with a project report describing the goals achieved using these funds within 12 months of the date of this letter. In addition to providing a general description of the Big Belly trash compactor installation and associated public education and outreach supported by the funds, this report should also provide information regarding:

- Both the aesthetic (avoidance of overflowing trash cans) and economic (reduction in trash pick ups) benefits the City has received as a result of the installation of the Big Belly (PV-powered) trash compactor; and
- A description of the signage and other public education/outreach tools that were implemented by the City and/or BigBelly Solar (manufacturer of the Big Belly) to heighten awareness among City residents concerning the benefits and advantages of renewable energy.

You are further required to inform City residents that the project is supported by an award of funding from the Trust under the CLEAN ENERGY CHOICE® program.

All communication and publicity regarding this funding and the Clean Energy Choice® Program must be coordinated through Emily Dahl, Public Information Officer, (508.870.0312 ext. 1265). We look forward to working with you on the successful implementation of the Project. Please contact Martha Broad (508.870.0312, ext. 1254) if you have any questions. Thank you for participating in the CLEAN ENERGY CHOICE® Program.

Very truly yours,



Carter Wall
Executive Director
Renewable Energy Trust

Enclosures

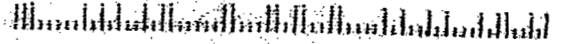
cc: The Honorable Setti D. Warren, Mayor



MASSACHUSETTS
TECHNOLOGY
COLLABORATIVE

Mr. David Tannozzini
City of Newton
Public Buildings Department
52 Elliot Street
Newton Highlands, MA 02461

0246181605 C074



THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK

MASSACHUSETTS
TECHNOLOGY
COLLABORATIVE
Seventy Five North Duxbury Westborough, MA 01581-3340

Bank of America

PAID TO THE ORDER OF
City of Newton
Public Buildings Department
Attn: David Tannozzini
52 Elliot Street
Newton Highlands, MA 02461-1605

NINETY SIX THOUSAND FIVE HUNDRED FORTY SIX AND 50/100 DOLLARS

SAVINGS
7/29/2010
396-518150

SIGNATURES REQUIRED OVER LEAF

⑈46491⑈ ⑆011000138⑆ 033 18265⑈

MASSACHUSETTS TECHNOLOGY COLLABORATIVE
FINAL CLEAN ENERGY CHOICE COMMUNITY MATCHING GRANT AGREEMENT
Program Termination Terms and Conditions

WHEREAS, the Massachusetts Technology Park Corporation, a public instrumentality of the Commonwealth of Massachusetts, doing business as the Massachusetts Technology Collaborative ("MTC") and administrator of the Massachusetts Renewable Energy Trust ("RET") has established the Clean Energy Choice Program (the "CEC");

WHEREAS, pursuant to CEC, MTC has applied RET funds (in an aggregate amount for all Massachusetts cities and towns of approximately \$4,000,000) to match customer contributions to MTC and/or payments made to suppliers under CEC with funds to be made available to the customers' city or town (the "CEC Community Match") in the form of grants to be applied towards the cost of approved renewable energy projects ("Eligible Projects").

WHEREAS, MTC is terminating the Clean Energy Choice program and will no longer provide additional funding for that program based upon customer usage recorded by meter readings after June 30, 2009.

WHEREAS, in order to provide for an efficient and expeditious disbursement of the available CEC Community Matching Funds at the time of CEC termination, MTC will, on or before January 31, 2010, provide final CEC grants to cities and towns in response to completed Final Clean Energy Choice Grant Agreements submitted between August 1 and November 30, 2009.

WHEREAS, customers from the City of Newton
(Town/City Name)

(the "Grantee") have chosen to participate in CEC and, through June 30, 2009, have been billed for contributions for renewable energy by suppliers under CEC that qualify for the CEC Community Match;

WHEREAS, MTC desires to have a contractual mechanism in place to provide for the final transfer of the CEC Community Matching funds to Grantee and to ensure that Grantee utilizes the CEC Community Matching funds for Eligible Projects;

NOW THEREFORE, in reliance on the mutual representations, warranties and agreements herein contained, the parties agree as follows:

ARTICLE I

Performance of Work

1. **Manner of Performance.** The Grantee shall utilize the CEC Community Matching funds solely to undertake an Eligible Project for which grantee has requested and received approval from MTC and in accordance with all the terms and provisions of this Grant Agreement.
2. **Project Personnel.**
 - a) MTC shall designate a Grant Manager and Grantee shall designate a Grantee Representative for purposes of supporting effective communication between MTC and the Grantee and to report on Grantee's progress. The Grant-Manager shall be responsible for monitoring compliance with the

10 FEB 23 PM 7:22
 CITY CLERK
 NEWTON, MA. 02159

terms of the Grant Agreement and the Grantee Representative shall be responsible for reporting to the Grant Manager.

- b) The Grantee is solely responsible for all decisions, the preparation of all plans and specifications, and for executing the Eligible Project. Any comments or suggestions provided by the Grant Manager will be given solely for purposes of monitoring compliance with the terms of the Grant Agreement.
3. Deliverables. Grantee shall provide MTC with a final written report by the deadline indicated in the award letter. The report shall describe its use of the CEC Community Matching funds for the Eligible Project(s), which may include, as applicable, a progress report on outcomes, accomplishments, challenges and action items (the "Final Report").
4. Other Obligations. The Grantee agrees to support MTC's program evaluation activities, and Grantee agrees that its key personnel and contractors will be available at reasonable times with advance notice to be interviewed by MTC or its authorized representatives for purposes of program evaluation or case study development.
5. Term of Grant. The term of this Grant shall commence upon the date of the letter indicating MTC's approval of the release of funds (the "Effective Date"), and shall expire upon submission of the Final Report.

ARTICLE II

The Grant

6. Grant Amount. In consideration of this Grant Agreement, MTC shall provide Grantee CEC Community Matching funds in amounts based on the amounts CEC customers have been billed by suppliers for usage recorded by meter readings taken through June 30, 2009, less the amount of any earlier CEC grants made to Grantee (herein after referred to as "Final Community Matching Grant Account Balance") to be used in accordance with the Eligible Project(s) (the "Grant").
7. Payments.
 - a) *Eligible Project for Grantees with a Final Community Matching Grant Account Balance of less than \$25,000:* In the event that Grantee has: (i) entered into a binding contract(s) to undertake pre-approved project(s) and (ii) an approved Funding for Pre-Approved Projects Form (Attachment A.1), MTC shall provide Grantee with a grant in the amount of the lesser of the amount of the approved Request for Funding for Pre-Approved Projects or the Grantee's Final Community Matching Grant Account Balance.
 - b) *Eligible Project for Grantees with a Final Community Matching Grant Account Balance of \$25,000 or more:* In the event that Grantee has (i) entered into a binding contract(s) to undertake pre-approved project(s); (ii) an approved Funding for Pre-Approved Projects Form (Attachment A.1), and/or (iii) an approved Proposed Grant Expenditure Plan Form (Attachment A.2), MTC shall provide Grantee with a grant in the amount of the lesser of the amount of: (1) the approved

Request for Funding for Pre-Approved Projects and/or Proposed Grant Expenditure Plan; or (2) the Grantee's Final Community Matching Grant Account Balance.

- c) *Payment Terms.* MTC shall pay the Grantee within sixty (60) days after approval of the Funding for Pre-Approved Projects Form (Attachment A.1) and/or the Proposed Grant Expenditure Plan Form, (Attachment A.2) as set forth in Sections 6(a) and 6(b) above, unless MTC should determine that any such payment or any part thereof is otherwise not properly payable pursuant to the terms of this Agreement.

ARTICLE III

Liability, Damages and Remedies

8. Representations, Warranties and Certifications. Grantee represents, warrants and certifies that (a) it is duly authorized to enter into this Grant Agreement and the execution, delivery and performance thereof will not conflict with any other agreement or contract to which it is a party and will not, to the best of Grantee's knowledge, violate any law, regulation or order by which either is bound.
9. Termination.
- a) This Grant may be terminated by MTC at any time upon breach of any term of the Grant Agreement.
- b) MTC may terminate this Grant in the event upon the loss of availability of sufficient funds for the purposes of this Grant Agreement, or in the event of an unforeseen public emergency or other change of law mandating immediate MTC action inconsistent with making the Grant and/or performing its obligations under the Grant Agreement.
- c) Termination of the Grant under this Section 10 shall be effected by letter sent by the terminating party to the other party setting forth the effective date of termination.
10. Insurance. The Grantee shall maintain insurance coverages in the types and for the amounts generally required to perform the types of services set forth in the Pre-Approved Projects Form (Attachment A.1), and/or (iii) an approved Proposed Grant Expenditure Plan Form (Attachment A.2). The Grantee shall provide MTC, upon request, with certificates satisfactory to MTC concerning the effectiveness and the terms of the insurance required by this Grant Agreement. Notwithstanding the foregoing provision of this Section 10, in the event the Grantee is a public agency (as defined in Chapter 7, Section 39A of the Massachusetts General Laws), then MTC agrees that Grantee may self insure to the extent permitted by law as though Grantee were the insurer under all insurance required for its activities under this Agreement. Grantee hereby waives all offsets and defenses that it may otherwise have with respect to the insurance required to be maintained hereunder. The grant of the right to self insure is subject to the requirements that (i) the contractors and subcontractors of Grantee carry insurance of the types and levels required for their activities under this Agreement; (ii) that such insurance shall name MTC, and such other entities as MTC may request, as additional insureds, and (iii) no settlement or payment, for any claim or loss, injury or damage or other matter as to which MTC may be charged with an obligation to make any payment or reimbursement, shall be made by the Grantee without the written approval of MTC.

ARTICLE IV**Assignability**

11. Assignment. The Grantee shall not assign or in any way transfer any interest in this Grant without the prior written consent of MTC.

ARTICLE V**Access and Use of Project Data and Deliverables**

12. Access and Use. Grantee agrees to license or otherwise make available to MTC in perpetuity, without charge, all materials prepared and produced by the Grantee in its use of the GEC Community Matching funds, including, without limitation, materials developed in connection with the Final Report for MTC's use.

ARTICLE VI**Compliance with Certain Laws**

13. No Violation. Grantee certifies that the Grant will be used only for an Eligible Project and that such use of the Grant will not place Grantee in violation of, or be contrary to, the terms of any statute, regulation, order, contract, agreement or instrument by which the Grantee is bound including, without limitation, any financing agreement or arrangement for the Project.
14. Nondiscrimination. The Grantee shall not discriminate against any qualified employee or applicant for employment, or deny services to any individual because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Grantee agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.
15. Audit. At any time period prior to the completion of the Project and as otherwise provided in this Section, MTC will have the right to audit Grantee's or its other agents' records to confirm the use of the Grant proceeds. If such audit reveals that any portion of the Grant was utilized for purposes not permitted under this Grant Agreement, then Grantee shall refund to MTC the amount determined by such audit within thirty (30) days of Grantee's receipt of such audit and demand. Grantee shall maintain books, records, and other compilations of data pertaining to the Grant payments made under this Grant Agreement to the extent and in such detail as shall properly substantiate use of such payments. All such records shall be kept for a period of seven (7) years, starting on the first day after Final Payment under this Grant Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MTC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records, and other compilations of data of the Grantee which pertain to the provisions and requirements of this Grant. Such access may include on-site audits, review and copying of records.

16. Conflict of Interest. No officer, employee or consultant of MTC shall participate in any official action relating to this Grant Agreement which affects his/her personal financial interest or that of any corporation, partnership, or association in which (s)he is an employee, officer or trustee without prior written disclosure of the relevant facts to MTC's General Counsel. No officer, employee or consultant of MTC shall have any financial interest, direct or indirect, in this Grant Agreement or the proceeds thereof.
17. Lobbying. No Grant funds may be used for any activities to influence any matter pending before the Massachusetts General Court or for activities covered by the law and regulations governing "legislative agent" or "executive agent" set forth in the Massachusetts Lobbying Law, M.G.L. c.3, §39.
18. Public Records. As a public entity, MTC is subject to the Massachusetts Public Records Law and thus documents and other materials made or received by its employees are subject to public disclosure. All information received by MTC shall be deemed to be subject to public disclosure, except as otherwise provided in the procedures set forth in Attachment C hereto. By signing this Agreement, Grantee acknowledges, understands and agrees that the procedures set forth in Attachment C are applicable to any documents submitted by Grantee to MTC, including but not limited to any acknowledgements set forth therein, and that Grantee shall be bound by these procedures.

ARTICLE VII

General Clauses

19. Choice of Law. This Grant Agreement shall be construed under, and governed by, the laws of the Commonwealth of Massachusetts without giving effect to its conflict of laws principles. The Grantee agrees to bring any Federal or State legal proceedings arising under this Grant in which the Commonwealth or MTC is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. This Section shall not be construed to limit any other legal rights of the parties.
20. Publicity.
 - a) The Grantee shall collaborate with MTC to prepare any press release and to plan for any news announcement concerning the CEC Community Match.
 - b) Grantee will not represent that positions taken or advanced by the Grantee represent the opinion or position of MTC.
 - c) The Grantee agrees that MTC shall have the right to make use of and disseminate, in whole or in part, all work products, reports, and other information produced and provided to MTC in the course of Grantee's use of the CEC Community Match, and to use the information therein contained to produce summaries, case studies or similar information resources.
21. Waivers. All conditions, covenants, duties and obligations contained in this Grant Agreement can be waived only by written agreement between the parties hereto. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.

22. Notice. All communications to MTC shall be mailed or delivered to the following address:

Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581
(508) 870-0312 x1254 (phone)
Attn: Martha Broad (broad@masstech.org)
With copy to: Matthew L. Schemmel, Associate General Counsel (schemmel@masstech.org)

All communications to the Grantee shall be mailed or delivered to the following address, or sent by facsimile to the following number with confirmation of receipt by voice, or sent by electronic mail with confirmation of receipt, to:

Town/City Name: City of Newton

Address: Public Buildings Department
52 Elliot Street
Newton Highlands, MA 02461

Phone: 617-796-1600

Fax: 617-796-1601

Attn: David Tannozzini (dtannozzini@newtonma.gov)

23. Amendments, Entire Agreement and Attachments. All conditions, covenants, duties and obligations contained in the Grant Agreement may be amended only through a written amendment signed by the Grantee and MTC. The parties understand and agree that this Grant Agreement supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein. The following are attached and incorporated into this Grant Agreement:

- i. Attachment A –Final Clean Energy Choice Community Matching Grant Agreement and Instructions
- ii. Attachment A.1 – Funding for Pre-Approved Projects Request Form
- iii. Attachment A.2 –Proposed Grant Expenditure Plan Form
- iv. Attachment B - MTC's Sensitive Information.Procedures

City of Newton
(Town/City Name)

By: 

Name: David B. Cohen

Title: Mayor

Date: 11/24/09

Attachment A

Final Clean Energy Choice Grant Agreement and Instructions

In order for your community to receive its Final Community Matching Grant Account Balance from MRET, a duly authorized representative of your municipality (i.e. your Mayor or the Chairman of your Select Board) must sign and submit the Final Clean Energy Choice Grant Agreement. The balance will be posted to www.cleanenergychoice.org by August 1, 2009. A city or town may submit only one Final Clean Energy Choice Grant Agreement and it must be received with the original signature between August 1 and the final deadline of November 30, 2009.

Note that it is the sole responsibility of the cities and towns that are the recipient of Clean Energy Choice matching funds to ensure that their use of such funds in any procurement implemented by them is consistent and compliant with Massachusetts general Laws, Chapter 30B.

Components of a Complete Grant Agreement

A) For Towns with less than \$25,000, a complete Grant Agreement for an Eligible Project consists of:

1. A copy of the Final Clean Energy Choice Community Matching Grant Agreement signed by a duly authorized municipal representative.

2. A fully completed Funding for Pre-Approved Projects Request Form (**Attachment A.1**)

To complete Attachment A.1, select the type and quantity and estimated cost of items the town wishes to purchase and indicate the total amount requested. IMPORTANT: The municipality must also provide cost estimates from the appropriate vendor for each item to be purchased. Upon approval, the Trust will provide the town with a grant in the amount of the lesser of the amount of the approved Request for Funding for Pre-Approved Projects or the Grantee's Final Community Matching Grant Account Balance.

B) For Towns with \$25,000 or more, a complete Grant Agreement for an Eligible Project consists of:

1. A copy of the Final Clean Energy Choice Community Matching Grant Agreement signed by a duly authorized municipal representative.

2. **One or both of the following:**

- A fully completed Funding for Pre-Approved Projects Request Form (**Attachment A.1**)

To complete Attachment A.1, select the type and quantity and estimated cost of items the town wishes to purchase and indicate the total amount requested. IMPORTANT: The municipality must also provide cost estimates from the appropriate vendor for each item to be purchased.

- A fully completed Proposed Grant Expenditure Plan Form (**Attachment A.2**)

To complete Attachment A.2, provide a summary description of the proposed expenditures and, if appropriate, provide detail regarding costs of time and materials.

Upon approval of either or both the Request for Funding for Pre-Approved Projects or the Proposed Grant Expenditure Plan, the Trust will provide the town with a grant in the amount of the lesser of the amount of:
(1) the approved Request for Funding for Pre-Approved Projects and/or Proposed Grant Expenditure Plan; or (2) the Grantee's Final Community Matching Grant Account Balance.

Clean Energy Choice Matching Grants Request

Attachment A.1: Funding for Pre-Approved Projects Request Form

Please indicate the type and quantities of pre-approved projects the town would like to fund.
IMPORTANT: The town must also provide cost estimates from the appropriate vendor for each item to be purchased (please attach to this page).

Item	Qty	Estimated Cost	Brief Description (please attach copies of vendor estimates to this form)
Renewable Energy Educational Books			
Science Kits for School Labs			
Membership Fees for municipality to join organizations that assist municipalities with climate change management plans and sustainable practices.			
Solar Harvester: Power audio visual equipment, power tools, computers, pumps, lights and more with a mobile plug and play set up that runs on solar energy.			
Solar Powered Trash Compactors: Meant to replace traditional outdoor trash containers, a solar powered trash compactor automatically compresses trash to reduce the number of collection trips and eliminate trash overflow.	11	\$39,148	Eleven compactors with MTC decal, liner bags and shipping
Solar Powered Lighting System: Illuminate a monument, flagpole, or small sitting area with a solar lighting system and introduce the community to clean, renewable solar electricity.			
Public Outreach Materials: Spread the word about the benefits of clean energy in your community! Clean Energy Choice matching grants can be used for printing fliers and brochures, or other costs associated with putting on local outreach events such as clean energy/sustainability fairs.			
Renewable Energy Education: Matching grants can cover the cost of books, publications, field trips and other educational materials that help teachers implement clean energy related curriculums. Costs associated with teacher development conferences and workshops are covered as well.			

Item	Qty	Estimated Cost	Brief Description (please attach copies of vendor estimates to this form)
Photovoltaic Installation: Installing a solar energy system on municipal buildings reduces energy costs and helps to educate residents about the power of clean energy technologies. If your town has over \$13K of funding available, learn how you can supplement this amount with the Trust's Commonwealth Solar rebate program. Using funds from both of these programs, a number of towns have covered 100% of the cost of PV installations.	2	\$57,145	Install two solar energy systems. Vendor estimate is based on four systems
Salaries for consultants or employees that assist the municipality in increasing its use of renewable energy (note: please provide a description of the position and indicate hourly rate, number of hours and overhead rate on an attached sheet).			
Total Funding Requested:		\$96,546.50	

Clean Energy Choice Matching Grants Request

Attachment A.2: Proposed Grant Expenditure Plan Form

Please note this Form may be submitted only by a city or town with a Final Community Matching Grant Account Balance of \$25,000 or more (Cities/towns with less than \$25,000 must submit only the Funding for Pre-Approved Projects Request Form, Attachment A.1).

Please provide a description and estimated cost for the proposed activities below and provide additional information regarding labor, materials, etc. if appropriate. **IMPORTANT: The town must also provide cost estimates from the appropriate vendor for each item to be purchased (please attach to this page).**

Description of Activity Related to Renewable Energy Installations, Studies or Public Education Activities*:	Estimated Cost (\$)
1.	\$
2.	\$
3.	\$
4.	\$
Total	\$

*Municipality may add additional activities to this table as warranted

Attachment B**Clean Energy Choice Matching Grants Request****THE MASSACHUSETTS TECHNOLOGY COLLABORATIVE
POLICY AND PROCEDURES REGARDING SUBMISSION OF "SENSITIVE INFORMATION"**

The Massachusetts Technology Collaborative, the Massachusetts Renewable Energy Trust, the John Adams Innovation Institute, the Massachusetts e-Health Institute and the Massachusetts Broadband Institute (collectively referred to herein as "MTC") are subject to the requirements concerning disclosure of public records under the Massachusetts Public Records Act, M.G.L. c. 66 (the "Public Records Act"), which governs the retention, disposition and archiving of public records. For purposes of the Public Records Act, "public records" include all books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by MTC. As a result, any information submitted to MTC by a grant applicant, recipient grantee, respondent to a request for response (including, but not limited to an RFQ, RFP and RFI), contractor, or any other party (collectively the "Submitting Party") is subject to public disclosure as set forth in the Public Records Act.

The foregoing notwithstanding, "public records" do not include certain materials or data which fall within one of the specifically enumerated exemptions set forth in the Public Records Act or in other statutes, including MTC's enabling act, M.G.L. Chapter 40J. One such exemption that may be applicable to documents submitted by a Submitting Party is for any documentary materials or data made or received by MTC that consists of trade secrets or commercial or financial information regarding the operation of any business conducted by the Submitting Party, or regarding the competitive position of such Submitting Party in a particular field of endeavor (the "Trade Secrets Exemption").

IT IS MTC'S EXPECTATION AND BELIEF THAT THE OVERWHELMING PERCENTAGE OF DOCUMENTS IT RECEIVES FROM A SUBMITTING PARTY DOES NOT CONTAIN ANY INFORMATION THAT WOULD WARRANT AN ASSERTION BY MTC OF AN EXEMPTION FROM THE PUBLIC RECORDS ACT. SUBMITTING PARTIES SHOULD THEREFORE TAKE CARE IN DETERMINING WHICH DOCUMENTS THEY SUBMIT TO MTC, AND SHOULD ASSUME THAT ALL DOCUMENTS SUBMITTED TO MTC ARE SUBJECT TO PUBLIC DISCLOSURE WITHOUT ANY PRIOR NOTICE TO THE SUBMITTING PARTY AND WITHOUT RESORT TO ANY FORMAL PUBLIC RECORDS REQUEST.

In the event that a Submitting Party wishes to submit certain documents to MTC and believes such a document or documents may be proprietary in nature and may fall within the parameters of the Trade Secrets Exemption and/or some other applicable exemption, the following procedures shall apply:

1. At the time of the Submitting Party's initial submission of documents to MTC, the Submitting Party must provide a cover letter, addressed to MTC's General Counsel, indicating that it is submitting documents which it believes are exempt from public disclosure, including a description of the specific exemption(s) that the Submitting Party contends is/are applicable to the submitted materials, a precise description of the type and magnitude of harm that would result in the event of the documents' disclosure, and a specific start date and end date within which the claimed exemption applies. If different exemptions, harms and/or dates apply to different documents, it is the Submitting Party's responsibility and obligation to provide detailed explanations for each such document.
2. At the time of the Submitting Party's initial submission of documents to MTC, the Submitting Party must also clearly and unambiguously identify each and every such document that it contends is subject to an exemption from public disclosure as "Sensitive Information." It is the Submitting Party's responsibility and obligation to ensure that all such documents are sufficiently identified as "Sensitive Information," and Submitting Party's designation must be placed in a prominent location on the face of each and every document that it contends is exempt from disclosure under the Public Records Act.

INFORMATION SUBMITTED TO MTC IN ANY FORM OTHER THAN A HARD COPY DOCUMENT WILL NOT BE SUBJECT TO THE PROCEDURES SET FORTH IN THIS POLICY. FOR EXAMPLE, INFORMATION SUBMITTED BY E-MAIL, FACSIMILE AND/OR VERBALLY WILL NOT BE SUBJECT TO THESE PROCEDURES AND MAY BE DISCLOSED AT ANY TIME WITHOUT NOTICE TO THE SUBMITTING PARTY.

3. Documents that are not accompanied by the written notification to MTC's General Counsel or are not properly identified by the Submitting Party as "Sensitive Information" at the time of their initial submission to MTC are presumptively subject to disclosure under the Public Records Act, and the procedures for providing the Submitting Party with notice of any formal public records request for documents, as set forth below, shall be inapplicable.
4. At the time MTC receives documents from the Submitting Party, any such documents designated by Submitting Party as "Sensitive Information" shall be segregated and stored in a secure filing area when not being utilized by appropriate MTC staff. By submitting a grant Agreement, request for response, or any other act that involves the submission of information to MTC, the Submitting Party certifies, acknowledges and agrees that (a) MTC's receipt, segregation and storage of documents designated by Submitting Party as "Sensitive Information" does not represent a finding by MTC that such documents fall within the Trade Secrets Exemption or any other exemption to the Public Records Act, or that the documents are otherwise exempt from disclosure under the Public Records Act, and (b) MTC is not liable under any circumstances for the subsequent disclosure of any information submitted to MTC by the Submitting Party, whether or not such documents are designated as "Sensitive Information" or MTC was negligent in disclosing such documents.
5. In the event that MTC receives an inquiry or request for information submitted by a Submitting Party, MTC shall produce all responsive information without notice to the Submitting Party. In the event that the inquiry or request entails documents that the Submitting Party has previously designated as "Sensitive Information" in strict accordance with this Policy, the inquiring party shall be notified in writing that one or more of the documents it has requested has been designated by the Submitting Party as "Sensitive Information", and, if not already submitted, that a formal, written public records request must be submitted by the requesting party to MTC's General Counsel for a determination of whether the subject documents are exempt from disclosure.
6. Upon the General Counsel's receipt of a formal, written public records request for information that encompass documents previously designated by Submitting Party as "Sensitive Information", the Submitting Party shall be notified in writing of MTC's receipt of the public records request, and MTC may, but shall not be required to provide Submitting Party an opportunity to present MTC with information and/or legal arguments concerning the applicability of the Trade Secrets Exemption or some other exemption to the subject documents.
7. The General Counsel shall review the subject documents, the Public Records Act and the exemption(s) claimed by the Submitting Party in making a determination concerning their potential disclosure.

THE GENERAL COUNSEL IS THE SOLE AUTHORITY WITHIN MTC FOR MAKING DETERMINATIONS ON THE APPLICABILITY AND/OR ASSERTION OF AN EXEMPTION TO THE PUBLIC RECORDS ACT. NO EMPLOYEE OF MTC OTHER THAN THE GENERAL COUNSEL HAS ANY AUTHORITY TO ADDRESS ISSUES CONCERNING THE STATUS OF "SENSITIVE INFORMATION" OR TO BIND MTC IN ANY MANNER CONCERNING MTC'S TREATMENT AND DISCLOSURE OF SUCH DOCUMENTS.

FURTHERMORE, THE POTENTIAL APPLICABILITY OF AN EXEMPTION TO THE DISCLOSURE OF DOCUMENTS DESIGNATED BY THE SUBMITTING PARTY AS "SENSITIVE INFORMATION" SHALL NOT REQUIRE MTC TO ASSERT SUCH AN EXEMPTION. MTC'S GENERAL COUNSEL RETAINS THE SOLE DISCRETION AND AUTHORITY TO ASSERT AN EXEMPTION, AND HE MAY DECLINE TO EXERT SUCH AN EXEMPTION IF, WITHIN HIS DISCRETION, THE PUBLIC INTEREST IS SERVED BY THE DISCLOSURE OF ANY DOCUMENTS SUBMITTED BY THE SUBMITTING PARTY.

8. MTC shall provide the requesting party and Submitting Party with written notice of its determination that the subject documents are either exempt or not exempt from disclosure.
9. In the event that MTC determines that the subject documents are exempt from disclosure, the requesting party may seek review of MTC's determination before the Supervisor of Public Records, and MTC shall notify the Submitting Party in writing in the event that the requesting party pursues a review of MTC's determination.

10. In the event the requesting party pursues a review of MTC's determination that the documents are exempt from disclosure and the Supervisor of Public Records concludes that the subject documents are not exempt from disclosure and orders MTC to disclose such documents to the requester, MTC shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.

11. In the event that MTC determines that the subject documents are not exempt from disclosure or the General Counsel determines that, under the circumstances and in his discretion, MTC shall not assert an exemption, MTC shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.

THE SUBMITTING PARTY'S SUBMISSION OF DOCUMENTATION TO MTC SHALL REQUIRE A SIGNED CERTIFICATION THAT SUBMITTING PARTY ACKNOWLEDGES, UNDERSTANDS AND AGREES WITH THE APPLICABILITY OF THE FOREGOING PROCEDURES TO ANY DOCUMENTS SUBMITTED TO MTC BY SUBMITTING PARTY AT ANY TIME, INCLUDING BUT NOT LIMITED TO THE ACKNOWLEDGEMENTS SET FORTH HEREIN, AND THAT SUBMITTING PARTY SHALL BE BOUND BY THESE PROCEDURES.

All documents submitted by Submitting Party, whether designated as "Sensitive Information" or not, are not returnable to Submitting Party.



50 Brook Road
Needham, MA 02494
T: 888-815-6122
F: 781-444-6002

Bill Eddy
BigBelly® Solar
50 Brook Road
Needham, MA 02494 USA
Main: 781-444-6002 ext. 808
Fax: 781-444-6004
beddy@bigbelly.com
www.bigbelly.com

Date: November 16, 2009

Bill To: City of Newton MA ATTN: David Tannozzini 617-796-1605 Public Buildings Department Engineer dtannozzini@newtonma.gov	Ship To: <p style="text-align: center;">MTC CEC Quote</p>
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The following quotation is provided at the request of the above named customer for solar-powered waste compaction devices provided by BigBelly Solar.

Line #	Requested Items	Qty	Date/Term	Retail Price (ea)	Subtotal
1	BigBelly® Cordless Compaction System (Model BB3) Black				
	BigBelly Solar Compactor - \$3,395 ea	11		\$3395.00	\$37,345.00
	BBS Compactor + 1 Recycler - \$4,305 ea				
	BBS Compactor + 2 Recycler - \$5,215 ea				
	MTC decal, required, 1 per unit - \$50 ea	11		50.00	\$550.00
	BigBelly Liner Bags - \$42.77 box of 50	10		42.77	\$427.70
	*Shipping-				
	*Pricing based on volume discount for MTC. BigBelly Solar is on MA State Contract FAC31 (soon to be FAC61)				
Subtotal					\$38,322.70
Shipping & Handling					\$825.00
Taxes					N/A

Total

\$39,147.79
#69-10

This is a quotation on the goods named, subject to the terms and conditions noted on Page 2 of this document.
Prices valid for 60 days from date of this quotation.

Thank you for your interest in our products. BigBelly Solar will work hard to ensure a long-lasting relationship. If there are any questions at all, please, never hesitate to call on us.

Offered By: Bill Eddy

BigBelly® Solar

Accepted
By:

Customer

Terms and Conditions

Acceptance. The terms and conditions set forth on this invoice and Agreement constitute the entire agreement between the parties. Additional or different provisions shall be deemed immaterial and are hereby rejected, and these terms shall be deemed accepted by you. Failure to specifically dissent to these terms and conditions within a reasonable time of your receipt hereof shall constitute acceptance of these terms and conditions, and these terms and conditions shall be controlling in every case, including without limitation regarding a case wherein these terms shall be deemed a counter-offer to and rejection of your prior offer.

Purchase Price; Payment. In consideration of the products specified on Page 1 of this invoice which are to be delivered to you, you agree to pay the purchase price specified on Page 1 of this invoice. The purchase price is payable in U.S. dollars as follows: **50% deposit due upon receipt of purchase order, balance due and payable on delivery.** If invoice is unpaid within 30 days after receipt of goods as described above, BigBelly Solar has the right to levy interest at the lesser of (i) 1.5% per month or (ii) the maximum rate allowed by law.

Shipment. Products shall be shipped from BigBelly Solar's facility, in accordance with INCOTERMS as republished in 2000 and delivered as specified on the front hereof. You hereby agree that all charges and costs for freight, carriage, delivery, insurance, tariffs, taxes, shipping and handling of the merchandise (collectively, "**Freight Costs**") shall be the sole responsibility of Customer and such Freight Costs shall be prepaid by BigBelly Solar and added to the invoice. If a past due account is turned over to attorneys for collection, reasonable attorneys' fees will be added to the amount due hereunder.

Warranty; Claims. BigBelly Solar warrants that for a period of 360 days after delivery of the product(s), the products will be free in all material respects from defective material and faulty workmanship and shall be in compliance with the applicable BigBelly Solar specifications in all material respects. All products will be furnished subject to BigBelly Solar's standard manufacturing and commercial variations and practice. Note: the battery is specifically excluded from this warranty. All claims must be made within 360 days of your receipt of the product. BigBelly Solar shall be given ample opportunity to inspect any product that is claimed to be defective and you will provide BigBelly Solar with a sample of the product if requested. If the product does not meet BigBelly Solar's warranty during the warranty period, Seahorse will (at its option), as Customer's sole and exclusive remedy, **(a) repair, replace or modify the merchandise so that they comply with this warranty, or (b) refund the purchase price of the merchandise within 30 calendar days after receipt by Seahorse of the returned product.** BigBelly Solar shall not be liable for any transportation or installation charge or for loss or damages of any kind. Seahorse's warranties are for your benefit only and are void if the product is used in violation of the applicable specifications or Seahorse's instructions or subjected to misuse, neglect, accident or abuse.

Exclusion of Certain Warranties. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding any other provision of this agreement, in no event shall BigBelly Solar, or its suppliers, officers, directors, employees, agents, shareholders or contractors ("**Related Parties**"), be liable to the customer for consequential, incidental, special, punitive or exemplary damages (including but not limited to lost revenues, profits or data or other economic loss) arising from any cause including, but not limited to, breach of warranty, breach of contract, tort, strict liability, failure of essential purpose or any other economic losses. The maximum liability of BigBelly Solar, and its Related Parties, taken as a whole, for any and all claims in connection with this agreement and the products, including but not limited to claims for breach of warranty, breach of contract, tort, strict liability, failure of essential purpose or otherwise, shall in no circumstance exceed the purchase price paid to BigBelly Solar for the product giving rise to the liability.

Cancellation. You may only cancel the order identified on this invoice with prior written approval of BigBelly Solar. You may only return product to BigBelly Solar after receipt of a return authorization number from BigBelly Solar customer service and payment of any outstanding invoices or incurred expenses. Restocking fee of 15% may only be waived by prior written consent of BigBelly Solar.

Miscellaneous. This Agreement shall be governed and construed in all respects in accordance with the laws of The Commonwealth of Massachusetts as they apply to a contract entered into and performed in that Commonwealth.

The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties.

All notices required or permitted hereunder shall be given in writing addressed to the respective parties as set forth herein, unless another address shall have been designated, and shall be delivered by hand or by registered or certified mail, postage prepaid.

If the performance by BigBelly Solar of any of its obligations under this Agreement shall be interfered with by reason of any circumstances beyond its reasonable control, including without limitation, fire, explosion, acts of God, war, revolution, terrorism, civil commotion, unavailability of supplies, or sources of energy or telecommunications, power failure, breakdown of machinery, labor strikes, slowdowns, picketing or boycotts, or governmental/administrative restrictions on the importation or exportation of merchandise, then BigBelly Solar shall be excused from such performance while such circumstances exist and such additional period as may be reasonably necessary to allow BigBelly Solar to resume its performance.

The failure of either party hereto at any time to require performance by the other party of any of its obligations hereunder shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party hereto of any remedy with respect to a breach of any provision hereof shall not be taken as a waiver of a remedy with respect to any succeeding breach of such provision or any breach of any other provision.

This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the party sought to be bound.

gro

September 10, 2009

David Tannozzini
Newton Public Buildings Department
52 Eliot St.
Newton, MA 02461

RE: Solar Electric Proposal for Brown, Oak Hill, F.A. Day, and the Bigelow Middle Schools under the NSTAR PV Program

Dear David,

Thank you for your interest in solar electric for all four of your middle schools

We understand the following about your location and system goals:

- On three of the middle schools we will have ample flat roof space with clear south facing area to install the PV system with one to have the system installed on a sloped shingle roof.
 - We will attempt to run all the electric lines in the attic and on the interior of the school but may need to run some exterior lines as well.
 - We have included in our pricing to install either a Heliotronics or Power Dash data system. Both DAS proposals are attached.
 - We will fully design the systems including but not limited to racking and attachment or ballasting designs, three line electrical drawings, project management including turn-key construction.
 - We will apply for any additional MTC money, attached is the MTC chart, on the school department's behalf.
 - We will submit both building and electrical designs for permits.
- One copy of an owner's manuals for each school and one master one for the department headquarters.
 - The systems are designed around 12 Evergreen ESA-210 watt modules connected to a Solectria inverter.

Four UT-2520 Systems

The systems are comprised of (12) 210 watt Evergreen photovoltaic modules totaling 2520 watts of peak DC power each. This array provides on average, approximately 252 kWh per month of clean solar electricity. We will use either a Solectria or one of the other top quality ones that we carry matched up to the PV output from the array.

Price for all four systems with Heliotronics DAS \$114,289.00

Price for all four systems with Power Dash DAS \$100,389.00

groSolar Responsibilities

groSolar will be responsible for the following associated with the PV Scope of work:

- Procure and Deliver equipment to site
- Prepare installation area for module installation
- Mechanical Integration – Install modules and racking per all manufacturer's directions and requirements and codes, Maintain roof integrity and warranty using roofing industry standard techniques and codes.
- Obtain all required building and electrical permits. (Owner will help by providing information required to obtain those permits.)
- Electrical Integration – Install all wiring, over current protection, disconnects, grounding and other electrical equipment.
- Install and program inverter and data acquisition system (will require help from schools IT department).
- Submit interconnection application and take responsibility for all communications with NSTAR Electric and all other interconnection activities until the PV system is fully approved and operational.

- Upon completion, groSolar will inspect and commission the system, instruct the customer in safe operation and maintenance of the system, turn over all equipment and operations manuals, confirm operation of the automatic production tracking and reporting system and review warranty procedures.

The estimated installation price will be provided to client at or before client pays the \$1,000 deposit, but is subject to change upon engineering review. Any cost changes will be discussed with client before initiating installation. If the installation price increases, or if customer's project loan application is denied (see below), customer has right to cancel the order and receive immediate refund of deposit in full.

This agreement is subject to final site evaluation by groSolar upon acceptance from the client of the terms stated herein.

Terms and Conditions:

The PV system options and estimates are based on the following assumptions, terms and conditions:

1. Prices quoted are valid for 60 days.
2. A deposit of \$1,000 is due to initiate the project. This is non-refundable unless your incentive or utility interconnection is denied, if applicable, or if **groSolar** cancels the order as a result of a final site evaluation or for any other reason. If the customer applies for a loan or utility incentive to pay for a portion of the cost of the said system and the customer's application is denied, then **groSolar** will also refund the \$1,000 deposit. Deposits are only refundable with proof of incentive, utility or loan application rejections. The \$1,000 shall be credited to the system purchase price.
3. A deposit, totaling 50% of the purchase price less the applicable incentive is due 10 days after signing or immediately after the incentive application has been accepted by NSTAR Electric (whichever is later), to initiate the order. This deposit is non-refundable [see note above]. The remaining balance is due upon completion of installation.
4. The work schedule will be agreed upon by the Customer and **groSolar**. If the job is delayed for reasons beyond **groSolar** control for a period of 30

days or more, and costs increase during the interim, **groSolar** retains the right to present the owner with cost changes. It is the policy of **groSolar** to review any cost changes and reach agreement with the customer prior to the continuation of installation.

5. Should finished walls/ceilings need to be refinished after Photovoltaic and/or Solar Hot Water equipment installation; the customer will be responsible for additional costs that may be associated with this task. It is the policy of **groSolar** to discuss any cost changes prior to installation.
6. It is the customer's responsibility to assist in both the electrical wiring inspection and the Utility inspection (in that order) as needed. **groSolar** will manage these tasks.
7. There is no guarantee of energy production, as PV system output is influenced by multiple factors beyond **groSolar** control including environmental conditions (such as rain, cloud cover, snow, solar isolation, and shading) and system operation and maintenance.
8. The Customer is solely responsible for any fees (e.g. internet or telephone service) incurred for reporting to the PTS.
9. The generation of electricity by PV systems may create Renewable Energy Certificates (RECs). If the customer wishes to have these RECs created in the New England Generation Information System, it is the customer's responsibility to submit the information that is required. The disposition of the RECs is at the sole discretion of the customer.
10. **groSolar** is not responsible for the removal of trees. **groSolar** makes a strong effort to advise our clients of the foliage likely to shade and reduce solar electricity generation, however, it is the Customer's responsibility to remove or prune foliage to yield optimum system performance.
11. **groSolar** warrants to the customer that all of the materials and workmanship associated with the photovoltaic installation shall be free from material defects for a minimum period of five (5) years, and shall promptly remedy any such defects at the **groSolar**'s expense. All inverters that **groSolar** uses have a 10 year equipment warranty; all PV modules have an industry-standard 25 year prorated power warranty, and a 5 year workmanship warranty; and the racking has a 10 year warranty. If it is determined that a technical service call is required, **groSolar** will conduct a service call within 72 business hours of the report of the defect. In addition, **groSolar** shall assist the customer in the reasonable enforcement of all manufacturer's warranties. Any requested service calls or repairs for damage caused by misuse, abuse, Act of God, attempts to repair by parties other than **groSolar** or other items not covered by the foregoing warranty will be at the customer's expense at **groSolar**'s standard billing rates.

12. **groSolar** and NSTAR Electric reserve the right to inspect the installation and to use photographs of your installation for marketing purposes.
13. The Customer grants MTC and NSTAR Electric on an individual and joint basis a perpetual, royalty-free license to utilize any information or written materials developed by customers who install PV systems as part of the NSTAR solar program. MTC and NSTAR Electric may use the information about the PV installation in any way or purpose they deem appropriate.
14. The liability of MTC and NSTAR Electric, respectively, will be limited to paying the eligible MEC incentive specified in this agreement. Neither NSTAR Electric, MTC nor any of their respective affiliates make any representation or warranty of any kind relating to the performance of PV system or the production of energy. neither NSTAR electric, MTC or their respepective affiliates shall be liable to the customer for any direct, indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities described herein, and all implied warranties (including, without limitation, merchantability and fitness for particular purpose) are hereby disclaimed.
15. All NSTAR solar photovoltaic projects shall be installed by **groSolar** in compliance with all applicable statutes and regulations and codes, including the Massachusetts Public Records Act.
16. NSTAR Electric and MTC reserve the right (but shall have no obligation) to make a reasonable number of follow-up visits to the customer's facility during the 36 months following the on-line date of the PV system in order to monitor the PV system for program evaluation purposes.

Thank you for your environmental diligence and the opportunity to serve your energy needs. We truly admire your decision to invest in sustainable energy and appreciate your confidence in **groSolar**.

With Best Regards,

Dan Porrazzo
groSolar

Your signature below, states that you have read and agree to all terms outlined within this proposal and are including a deposit in the amount specified to initiate the work order for this project.

X _____
(please print name below signature)

Date: _____



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#72-10
Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
s.warren@newtonma.gov

10 FEB 23 PM 7:27
CITY CLERK
NEWTON, MA 02459

February 23, 2010

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


Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to appropriate \$111,524 from Free Cash for the purpose of supplementing the FY10 appropriation in the Public Buildings Department budget for contractual maintenance of City buildings.


This fiscal year, an extraordinary amount of funds have been spent on HVAC equipment, roofing and related repairs, pest control, overhead door repairs and other maintenance items.

Thank you for your consideration of this matter.

Very truly yours,


Setti D. Warren
Mayor

From: Free Cash
01-3497 \$111,524
To: Public Building Expenses
0111502-52407 \$111,524


2/24/2010

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE



PUBLIC BUILDINGS DEPARTMENT

#72-10

Telephone: (617) 796-1600

Fax: (617) 796-1601

TTY: (617) 796-1089

52 ELLIOT STREET

NEWTON HIGHLANDS, MA 02461-1605

Setti D. Warren
Mayor

10 FEB 23 PM 7:22
CITY CLERK
NEWTON, MA. 02159

January 25, 2010

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

RE: Public Buildings Department FY10 Contractual Services Funding Shortfall

Dear Mayor Warren:

The Public Buildings Department respectfully requests the sum of \$111,524 to cover the shortfall in contractual maintenance for FY10.

This fiscal year, an extraordinary amount of funds have been spent on HVAC equipment, roofing and related repairs, pest control, overhead door repairs and other maintenance items.

Attached is a summary of expenses for the contractual maintenance account.

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

Sincerely,

Arthur F. Cabral
Interim Commissioner of Public Buildings

AFC:dla

Enclosure

CC: Robert Rooney, Chief Operating Officer
Sarah Ecker, Interim Chief Budget Officer ✓
Josh Morse, Facilities and Operations Supervisor

FY10 Budget - Contractural Maintenance for Municipal Buildings (except City Hall & former Carr School) & Estimated Expenses

SERVICE CONTRACT	FY 10 BUDGET	ACTUAL COSTS THROUGH 1/22/10	ESTIMATED COSTS 1/25/20-6/30/10	FY10 ESTIMATED TOTAL COSTS	ADDITIONAL FUNDING REQUEST
HVAC REPAIRS	\$ 45,000.00	\$ 73,900.00	\$ 53,000.00	\$ 126,900.00	\$ 81,900.00
OVERHEAD DOORS	\$ 10,000.00	\$ 8,096.00	\$ 5,000.00	\$ 13,096.00	\$ 3,096.00
PEST CONTROL	\$ 3,000.00	\$ 3,850.00	\$ 2,500.00	\$ 6,350.00	\$ 3,350.00
PUMP & MOTOR REPAIRS	\$ 2,500.00	\$ 1,078.00	\$ 1,322.00	\$ 2,400.00	\$ (100.00)
ROOFING REPAIRS	\$ 12,500.00	\$ 7,230.00	\$ 21,000.00	\$ 28,230.00	\$ 15,730.00
GLASS REPAIR/REPLACEMENT	\$ 3,500.00	\$ 1,175.00	\$ 1,325.00	\$ 2,500.00	\$ (1,000.00)
ASBESTOS REMOVAL/REPAIR	\$ 2,000.00	\$ 800.00	\$ 1,200.00	\$ 2,000.00	\$ -
MAIN LIBRARY CHILLER/ICE STORAGE MAINTENANCE	\$ 31,000.00	\$ 12,900.00	\$ 18,060.00	\$ 30,960.00	\$ (40.00)
SECURITY SYSTEM MONITORING	\$ 7,750.00	\$ 3,810.00	\$ 3,790.00	\$ 7,600.00	\$ (150.00)
SECURITY SYSTEM REPAIRS	\$ 3,000.00	\$ 806.00	\$ 1,750.00	\$ 2,556.00	\$ (444.00)
ELEVATOR MONTHLY INSPECTIONS/SERVICE	\$ 13,250.00	\$ 7,004.00	\$ 7,000.00	\$ 14,004.00	\$ 754.00
MASONRY REPAIRS	\$ 2,500.00	\$ 6,445.00	\$ 1,500.00	\$ 7,945.00	\$ 5,445.00
DRAIN CLEANING/STOPPAGES	\$ 3,500.00	\$ 1,898.00	\$ 1,750.00	\$ 3,648.00	\$ 148.00
PLASTERING REPAIRS	\$ 2,000.00	\$ 3,710.00	\$ 750.00	\$ 4,460.00	\$ 2,460.00
EXTERIOR DOOR REPAIRS/REPLACEMENT	\$ 3,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ (1,000.00)
MISCELLANEOUS REPAIRS	\$ 4,000.00	\$ 2,875.00	\$ 2,500.00	\$ 5,375.00	\$ 1,375.00
	\$ 148,500.00	\$ 135,577.00	\$ 124,447.00	\$ 260,024.00	\$ 111,524.00

10 FEB 23 PM 7:22
 CITY CLERK
 NEWTON, MA. 02159

#72-10



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts

Office of the Mayor

10 FEB 23 PM 7: 20

CITY CLERK
NEWTON, MA. 02159

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(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

February 23, 2010

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

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to appropriate \$60,000 from Free Cash to cover the cost of a License Site Professional and costs associated with the continued clean up and DEP oversight of the following 21E sites:

Cabot Elementary School	\$ 10,000
Horace Mann Elementary	30,000
Newton South High School	10,000
Elliot Street DPW Yard	10,000

Thank you for your consideration of this matter.

Very truly yours,

Setti D. Warren
Mayor

From: Free Cash
01-3497 \$60,000

To: Environmental
Remediation
C115020-5301 \$60,000

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE



PUBLIC BUILDINGS DEPARTMENT

#73-10

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52 ELLIOT STREET

NEWTON HIGHLANDS, MA 02461-1605

10 FEB 23 PM 7:20

CITY CLERK
NEWTON, MA. 02159

Setti D. Warren

Mayor

January 25, 2010

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

RE: Environmental Remediation/Veeter Root and Fuel Tank Replacement

Dear Mayor Warren:

The Public Buildings Department respectfully requests the sum of \$ 150,000 to cover the cost of a License Site Professional and costs associated with the continued clean up and DEP oversight of the following 21 E sites for the period December 1, 2009 through June 30, 2010, as well as the replacement of Veeter Root oil tank leak detection systems at five locations and fuel tank replacement/removal at two locations.

Cabot Elementary School (LSP Services)	\$ 10,000	
Horace Mann Elementary (LSP Services)	30,000	
Newton South High School (LSP Services)	10,000	
Elliot Street DPW Yard (LSP Services)	10,000	
Hawthorn FH (Veeter Root Replacement)	9,000	} <u>ON HOLD</u>
Former Nonantum Library (Veeter Root Replacement)	9,000	
Former Auburndale Library (Veeter Root Replacement)	9,000	
Recreation Headquarters (Veeter Root Replacement)	9,000	
Senior Center (Veeter Root Replacement)	9,000	
City Hall (Oil Tank Replacement)	30,000	
Fire Station #10 (Gasoline Tank Removal)	15,000	
Total	\$150,000	

These projects have been identified in the Capital Improvement Program. Should you have any questions regarding this request, please contact my office.

Very truly yours,

Arthur F. Cabral

Interim Commissioner of Public Buildings

AFC:dla

CC: Robert Rooney, Chief Operating Officer
Sarah Ecker, Interim Chief Budget Officer ✓
Josh Morse, Facilities and Operations Supervisor