

CITY OF NEWTON
IN BOARD OF ALDERMEN
FINANCE COMMITTEE AGENDA

MONDAY, MARCH 9, 2009

7:45 PM
Room 222

ITEMS SCHEDULED FOR DISCUSSION:

- #299-08 HIS HONOR THE MAYOR requesting that the Board of Aldermen accept the provisions of §18 of Chapter 32B of the General Laws which requires all eligible municipal retirees to enroll in Medicare, the acceptance of which will allow the City to enroll them in health insurance plans that supplement Medicare coverage for cost savings to both retirees and the City. [08-04-08 @ 12:35 PM]
HELD 6-0-2 (Ald. Freedman and Salvucci not voting) on 01-12-09

NOTE: The Comptroller has prepared a “First Call Report” for the following two items (see attached memo dated March 6, 2009)

- #69-09 HIS HONOR THE MAYOR requesting authorization to appropriate and expend seven thousand one hundred dollars (\$7,100) from Budget Reserve for the purpose of supplementing the Senior Center utility accounts. [02-24-09 @ 5:35 PM]
- #68-09 HIS HONOR THE MAYOR requesting authorization to appropriate and expend sixteen thousand dollars (\$16,000) from Free Cash for the purpose of supplementing the Newton Library Overtime accounts. [02-24-09 @ 5:35 PM]

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

- #59-09 HIS HONOR THE MAYOR requesting authorization to appropriate and expend eighty two thousand dollars (\$82,000) from bonded indebtedness for the purpose of entering into a contract with NORESKO to perform energy audits of the following locations: Bigelow Middle School, Brown Middle School, Oak Hill Middle School, Education Center, City Hall and Police Headquarters.
[02/10/09 @ 4:41 PM]
**PUBLIC FACILITIES APPROVED 6-0 (Ald. Gentile not voting)
on 03-04-09**

The following docket item is being placed on the agenda for discussion purposes only. No vote will be taken on the substance of the Mayor's request at this meeting. The sole objective of this meeting will be to allow committee members to communicate to the administration the specific information needed in order to reach an informed decision on the Mayor's proposal.

Among the items that the Chairman of the Committee believes are necessary are: (a) a copy of the draft contract or memorandum of understanding between the City and the recommended vendor specifying all service and financial terms of the proposed agreement; (b) the comparative financial analysis supporting the City's decision not to seek competitive proposals for the provision of this service; (c) a docket item providing for the bond authorization necessary to acquire the new trash barrels that are needed to implement the Mayor's proposal; (d) a detailed financial analysis, identifying operating and capital costs for each year of the proposed agreement in comparison with the capital and operating costs associated with the current method of collection. Committee members may have other recommendations about the specific information needed to reach an informed decision about this proposal.

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

- #58-09 HIS HONOR THE MAYOR requesting authorization to enter into a contract for solid waste and recycling collection with Waste Management, Inc. for a term of five years. [02/10/09 @ 4:42 PM]
PUBLIC FACILITIES APPROVED 3-0-4 (Ald. Lappin, Mansfield, Gentile and Lennon abstaining) on 03-04-09

REFERRED TO PUBLIC SAFETY & TRANS. AND FINANCE COMMITTEES

- #57-09 ALD. LINSKY AND DANBERG requesting an amendment to Chapter 19, §19-9, **Penalty for parking violations**, to impose a fine of \$100.00 per violation for vehicles parked in bus stops in accordance with Chapter 465 of the Acts of 2008 as of April 7, 2009. [02-10-09 @7:07 PM]
PUBLIC SAFETY & TRANSPORTATION APPROVED AS AMENDED 5-0 on 02-18-09
HELD 7-0 on 02-23-09

REFERRED TO PUBLIC SAFETY & TRANS. AND FINANCE COMMITTEES

- #57-09(2) PUBLIC SAFETY & TRANSPORTATION COMMITTEE requesting an amendment to the City of Newton's Ordinance Chapter 19, §19-9(4), **Penalty for parking violations**, to increase the fine per violation for vehicles parked in non-MBTA bus stops to \$25.00.
PUBLIC SAFETY & TRANSPORTATION NO ACTION NECESSARY 7-0 (Ald. Ciccone not voting) on 03-04-09

REFERRED TO PUBLIC SAFETY & TRANS. AND FINANCE COMMITTEES

- #56-09 SGT. NORCROSS AND CHIEF CUMMINGS requesting that Chapter 19, §19-200, **Resident sticker and visitor permit; municipal parking lot program**, be amended by implementing a fee for a municipal lot sticker and that §19-201, **Resident sticker and visitor parking permit**, be amended by increasing the fees for a resident parking sticker and replacement sticker. [02-04-09 @4:01 PM]
PUBLIC SAFETY & TRANSPORTATION NO ACTION NECESSARY 6-0
(Ald. Ciccone and Fischman not voting) on 03-04-09

REFERRED TO PUBLIC SAFETY & TRANS. AND FINANCE COMMITTEES

- #56-09(2) PUBLIC SAFETY & TRANSPORTATION COMMITTEE requesting that Chapter 19, §19-201, **Resident sticker and visitor parking permit**, be amended by increasing the fees to \$25.00 for each resident parking sticker. [02-18-09 @ 9:30 PM]
PUBLIC SAFETY & TRANSPORTATION APPROVED 6-0 (Ald. Ciccone and Fischman not voting) on 03-04-09

REFERRED TO PUBLIC SAFETY & TRANS. AND FINANCE COMMITTEES

- #250-01(7) PUBLIC SAFETY & TRANSPORTATION COMMITTEE proposing the sum of fifteen thousand four hundred seventy one dollars eighty five cents (\$15,471.85) be appropriated from the fund established through a special permit granted pursuant to the Board's approval #250-01 for the purpose of installing certain pedestrian access improvements in the Langley Road corridor at or near the Langley Path intersection. [02-18-09 @ 9:00 PM]
PUBLIC SAFETY & TRANSPORTATION NO ACTION NECESSARY 6-0
(Ald. Ciccone and Fischman not voting) on 03-04-09

ITEMS NOT SCHEDULED FOR DISCUSSION:

REFERRED TO FINANCE AND APPROPRIATE COMMITTEES

- #70-09 HIS HONOR THE MAYOR submitting the FY10-14 Capital Improvement Program, totaling \$192,908,572, and the FY09 Supplemental Capital budget, which require Board of Aldermen approval to finance new capital projects over the next five years.

REFERRED TO PUBLIC FACILITIES AND 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 COMMITTEES 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]
PUBLIC FACILITIES APPROVED 4-0-2 (Ald. Gentile and Mansfield abstaining) on 01-07-09
FINANCE APPROVED 2-1-3 (Ald. Gentile opposed; Ald. Parker, Lennon and Freedman abstaining) on 02-09-09

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

- #469-08 HIS HONOR THE MAYOR requesting to appropriate five hundred seventy five thousand dollars (\$575,000) from Free Cash to the School Department for the costs related to the conversion of the boilers at nine school buildings. The School Committee agreed to spend this amount from the school utility budget with the understanding that it would be restored once free cash became available. Including this sum, it is estimated that the school department will require a smaller supplemental appropriation to cover of heating this winter than would have been necessary without this conversion. [11-25-08 @ 4:58 PM]
PUBLIC FACILITIES APPROVED 7-0 on 12-17-08
- #354-08 ALD. COLETTI requesting monthly report on cash and receivable reconciliations by Treasurer and status of Consultant work in Treasurer's Office. [09-30-08 @ 1:54 PM]
HELD 6-0 on 02-09-09
- #353-08 ALD. COLETTI requesting monthly report by Executive Office before Post Audit and Oversight Committee on snow and salt expenditure from November 2008 through April 2009. [09-30-08 @ 1:54 PM]
HELD 6-0 on 02-09-09
- #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]
HELD 4-0 (Ald. Freedman, Johnson and Parker not voting) on 02-23-09
- #351-08 ALD. COLETTI requesting discussion on the status of School Building Authority reimbursements to the City of \$46.6 million for the Newton North High School project. [09-30-08 @ 1:54 PM]
HELD 7-0-1 (Ald. Lennon not voting) on 01-12-09
- #349-08 ALD. COLETTI requesting discussion on preparation and submission of a new Capital Improvement Plan by the Executive Office. [09-30-08 @ 1:54 PM]
HELD 6-0 on 02-09-09

- #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]
HELD 7-0 on 12-22-08

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]
POST AUDIT & OVERSIGHT HELD on 11-25-08
HELD 8-0 on 01-12-09

- #299-08(2) HIS HONOR THE MAYOR requesting that the Board of Aldermen accept the provisions of §19 of Chapter 32B (as amended) of the General Laws to allow all subscribers for whom the City provides health insurance to transfer to the Group Insurance Commission (GIC) pursuant to Section 19(e) of Section 32B, which authorizes the City to engage in so-called coalition bargaining re the issue of the City joining the GIC. [08-04-08 @ 12:35 PM]
HELD 6-0-2 (Ald. Freedman and Salvucci not voting) on 01-12-09

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 PROG. & SERV., ZONING & PLANNING, PUB. FACIL.
PUB. SAFETY 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]
PUBLIC SAFETY & TRANSPORTATION HELD 6-0 (Ald. Ciccone and Coletti not present and voting) on 09-03-08

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]

ITEM RECOMMITTED TO FINANCE COMMITTEE on 11-3-08
REFERRED TO PUBLIC FACILITIES & FINANCE COMMITTEES

- #265-08 HIS HONOR THE MAYOR requesting authorization to appropriate and expend one hundred fifty thousand five hundred eighty seven dollars (\$150,587) from capital stabilization for the purpose of restoration of the exterior of the Jackson Homestead. [7-8-08 @ 5:17 PM]
RECOMMITTED TO PUB FAC & FINANCE COMMITTEES ON 10-20-08
PUBLIC FACILITIES APPROVED 1-0-3 (Ald. Lennon, Albright and Mansfield abstaining, Salvucci and Gentile not voting) on 10-22-08
FINANCE APPROVED AS AMENDED 4-2-1 @ \$122,976 (Ald. Lennon and Gentile opposed; Johnson abstaining) on 10-27-08

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #261-08 ALD. SANGIOLO requesting discussion with the Executive Department regarding moving the Director of Arts in the Parks' salary to the Arts in the Parks revolving account. [07-08-08 @ 1:29 PM]
PROGRAM AND SERVICES HELD 7-0 (Ald. Baker not voting) on 09-17-08

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #260-08 ALD. SANGIOLO proposing the establishment of a revolving account to receive contributions and rental income to go directly to fund branch libraries for each individual branch. [07-08-08 @ 1:29 PM]
PROGRAM AND SERVICES APPROVED AS AMENDED 5-0-3 (Ald. Baker, Freedman, Hess-Mahan abstaining) on 09-03-08
HELD 6-0 (Ald. Johnson not voting) on 09-22-08

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- #259-08 ALD. SANGIOLO requesting discussion with the Executive Department regarding moving the salaries of the Parks & Recreation Commissioner and the Recreation Programs Director to the revolving accounts for various programs. [07-08-08 @ 1:28 PM]
PROGRAM AND SERVICES HELD 7-0 (Ald. Baker not voting) on 09-17-08

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]
PROGRAM & SERVICES HELD 7-0 on 01-07-09

- #213-08 ALD. LINKSY, JOHNSON, ALBRIGHT, FREEDMAN, HARNEY, HESS-MAHAN, VANCE, MANSFIELD & PARKER requesting the evaluation of the following in conjunction with the contemplated conversion of general fund monies from operational budget uses to debt service use in regard to the Newton North High School project:
- (a) the impact on city and/or school services,
 - (b) the process by which criteria and prioritization will be established when choices need to be made between services, and
 - (c) whether additional revenue will be required in the form of debt exclusions or otherwise. [04-29-08 @ 11:26 AM]

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]
- PROGRAM & SERVICES HELD 7-0 (Ald. Parker not voting) on 03-04-09**

REFERRED TO PUB. SAFETY & TRANSPORTATION & FINANCE COMMITTEES

- #174-08(2) PUBLIC SAFETY/TRANSPORTATION COMMITTEE proposing changes to the rate structure and/or enforcement hours for parking meters as well as installation of additional meters citywide. [06-18-08 @ 8:00 PM]
- PUBLIC SAFETY & TRANSPORTATION HELD 4-0-1 (Ald. Vance abstaining) on 02-18-09**

REFERRED TO COMMUNITY PRESERVATION & 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**
- (B) BALANCE OF PROJECT ESTIMATE \$321,900.00**
- Voice vote APPROVED Motion to amend docket to add referral to Public Facilities Committee on 5-19-08.**
- FINANCE APPROVED (A) Design Funds at \$37,500 6-0 on 07-21-08**
- FINANCE HELD (B) Balance of Project on 07-21-08**

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]

**PROGRAMS AND SERVICES HELD 6-0 (Ald. Freedman not voting)
on 04-09-08**

REFERRED TO PROG & SERV, PUB FAC AND FINANCE COMMITTEES

- #54-08(3) PUBLIC FACILITIES COMMITTEE offering a RESOLUTION to His Honor the Mayor requesting that he request and receive from the State Treasurer a review of the project plans and a review of the project's finance plan and submit said reviews to the Board of Aldermen in order to preserve cost-saving options.
- PROGRAMS & SERVICES APPROVED 4-2-1 (Ald. Baker and Hess-Mahan opposed; Merrill abstaining; Parker not voting) on 03-12-08**
- PUBLIC FACILITIES APPROVED 5-3 (Ald.Gentile, Salvucci, Schnipper opposed) on 02-20-08**

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

- #33-08 ALD. COLETTI requesting review of the scope of work and performance of Turner Construction and review of proposed 18-month extension of the Turner Construction contract. Included in discussion will be the process for review of future invoices of Dimeo and other vendor invoices by Turner. [01-15-08 @ 11:14]
- PUBLIC FACILITIES NO ACTION NECESSARY 7-0 on 12-03-08**
- HELD 6-0 on 12-08-08**

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

- #31-08 ALD. COLETTI proposing a RESOLUTION to His Honor the Mayor expressing a no confidence vote pertaining to the current status of the Newton North High School Construction Project and related Financing Plan. [01-15-08 @ 11:14 AM]

REFERRED TO PUB. SAFETY & TRANS. AND FINANCE COMMITTEES

- #30-08 ALD. COLETTI requesting a list of current vacancies in the Police, Fire and Public Works Departments, with specific discussion in Committee relative to Police Department vacancies. [01-15-08 @ 11:15 AM]
- PUBLIC SAFETY & TRANSPORTATION HELD 7-0 on 01-21-09**
- HELD 8-0 on 09-08-08**

ITEM RECOMMITTED TO PUBLIC FACILITIES AND FINANCE ON 6/19/08
REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

- #11-08 HIS HONOR THE MAYOR requesting an appropriation in the amount of \$1,200,000 from bonded indebtedness for the purpose of funding the installation of four modular classrooms. [01-02-08 @ 4:53 P.M.]

B) \$1,225,000 from bonded indebtedness

NOTE: Letter received from Mayor on 1/4/08 requesting that appropriation amount be amended to \$1.3 million. Letters received 5/7 and 5/21 requesting that the funding source to capital stabilization for costs incurred for design work and the remaining \$1,225,000 from bonded indebtedness be voted no action necessary. Part A) \$75,000 from Capital Stabilization approved on 6/19/08.

- #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]

HELD 8-0 on 09-08-08

- #207-07(3) ALD. COLETTI proposing that the sum of \$300,000 be removed from various municipal and school department budgets for FY09 and placed in a separate "employee compensation" reserve account until the Mayor and School Committee present to the Board of Aldermen performance pay plan policies. [7-2-08 @ 12:12 PM]

HELD 8-0 on 09-08-08

- #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]

HELD 5-0 (Ald. Parker and Johnson not voting) on 02-23-09

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]

PROGRAM & SERVICES HELD 6-0 ON 02-04-09

**ITEM RECOMMITTED TO PUB. FACIL. & FINANCE COMMITTEES 3/19/07:
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]
**PUB FACILITIES APPROVED 6-0-1 (Ald. Gentile abstaining) on 03-07-07
FINANCE MOTION TO APPROVE FAILED TO CARRY 2-4-1 (Ald. Lennon, Salvucci, Gentile and Coletti opposed; Linsky abstaining) on 3-12-07
PUBLIC FACILITIES APPROVED AS AMENDED 5-0 @ \$250,000 on 10-15-07**

#453-06 LEON JR. AND MARION D. SEMONIAN, 373 Dedham Street, requesting total abatement of betterment assessment in the amount of \$2,690 (assessed for sidewalk/curbing/road improvements to Countryside Road and Patten Circle). [11-16-06@11:02 AM]

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

#345-06 ALD. SCHNIPPER requesting that the contingency on smaller Public Buildings projects be increased from 5% to at least 8%.

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

#267-06(3) ALD. PARKER, BURG, LINSKY, FISCHMAN, HESS-MAHAN, VANCE, HARNEY, JOHNSON, & DANBERG proposing Home Rule Legislation authorizing the City of Newton to apply the ordinance proposed in item #267-06(2) to assets held by the City's retirement system.

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.
PROGRAM & SERVICES HELD 8-0 on 11-05-08

#93-06(2) ROBERT E. & ANNE M. SULLIVAN, 391 Dedham Street, applying for abatement of a street betterment assessment in the amount of \$15, 880 levied by the Board of Aldermen in Board Order #93-06 which improved Countryside Road by the laying out, grading and acceptance of it as a public way. [07-02-07 @ 2:24 PM]
HELD 5-0 (Ald. Johnson, Coletti and Freedman not present and voting) on 02-11-08

REFERRED TO PROGRAMS & SERVICES AND FINANCE COMMITTEES

- # 35-06 ALD. JOHNSON AND HESS-MAHAN requesting discussion with the School Department and School Committee members regarding the results of the studies addressing compensation for management and executive personnel and organizational structure of central administrative salaries.

**PROGRAM & SERVICES NO ACTION NECESSARY 6-0 on 04-18-07
HELD 6-0 (Ald. Salvucci and Gentile not voting) on 10-27-08**

- #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.)

**ITEM RECOMMITTED ON 3-5-07 TO FINANCE COMMITTEE ONLY:
REFERRED TO PROGRAMS AND SERVICES AND FINANCE COMMITTEES**

- #23-06 ALD PARKER AND LINSKY requesting that the City adopt §19 of MGL Chapter 32B to allow retiree coalition bargaining of health care benefits
**PROGRAM AND SERVICES NO ACTION NECESSARY 4-0-2 (Ald. Parker and Merrill abstaining; Sangiolo not voting) on 03-08-06
FINANCE NO ACTION NECESSARY 5-0-3 (Ald. Lennon, Linsky and Parker abstaining) on 02-12-07
HELD 8-0 on 09-08-08**

- #209-05 ALD. STEWART requesting that the Mayor provide the Board of Aldermen with a list of all salaried City employees who receive additional compensation (other than overtime) along with an explanation of the exact reasons for said additional payments.

REFERRED TO PS&T., FINANCE AND PROG & SERV. COMMITTEES

- #273-04(3) ALD. GENTILE requesting home rule legislation to reclassify the two "dedicated fire apparatus mechanic" positions from Group 1 to Group 2 in the State Retirement System. [02/13/09 @ 4:11 pm]
PUBLIC SAFETY & TRANSPORTATION HELD 6-0 (Ald. Ciccone and Fischman not voting) on 03-04-09

REFERRED TO PROG. & SERVICES AND FINANCE COMMITTEES

- #264-03(3) ALD. JOHNSON AND BAKER requesting update on the work of the Taxation Aid Committee established by the Board of Aldermen in March 2004 in administering aid to the elderly taxation fund.
PROGRAM & SERVICES HELD 6-0 (Ald. Parker not voting) on 04-23-08

REFERRED TO ZONING & PLANNING AND FINANCE COMMITTEES

#168-02 HIS HONOR THE MAYOR requesting that the Board of Aldermen establish new civil fines under Section 20-21 of the City of Newton Ordinances for the violation of various environmental provisions enforced by the Conservation Commission.

ZONING & PLANNING APPROVED 6-0 on 12-13-04

HELD 7-0 on 02-14-05

REFERRED TO PUBLIC FACILITIES & FINANCE COMMITTEES

#55-02 ALD. YATES requesting that the water/sewer discount rate be made available to homeowners who receive Fuel Assistance, Supplementary Security Income, Food Stamps, Supplementary Disability Income, General Relief, Low Income Sewer and Water Assistance, School Breakfast and Lunch and other income based State and Federal programs.

PUBLIC FACILITIES APPROVED 6-0 on 06-16-04

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

#309-01 ALD. PARKER requesting increase in the income eligibility level of the 30% water/sewer discount for low-income senior citizens.

Respectfully Submitted,

Paul E. Coletti, Chairman



David B. Cohen
Mayor

City of Newton, Massachusetts
Office of the Mayor

#299-08
#299-08(2) 8
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August 1, 2008

08 AUG -4 PM 12:35
CITY CLERK
NEWTON, MA 02159

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 two requests to accept provisions of the Massachusetts General Laws related to health insurance.

I respectfully request that your Honorable Board accept Section 18 of Chapter 32B of the General Laws. This provision requires all eligible municipal retirees to enroll in Medicare. The benefit of their enrollment in this program is that the City can enroll them in health insurance plans that supplement the coverage provided by Medicare, resulting in cost savings both to the City and to the retirees.

The vast majority of our retirees are already enrolled in Medicare. A small number of retirees are not eligible for Medicare and they will continue to be enrolled in regular health insurance plans. There is a very small number of employees who are eligible for Medicare, but who did not ever enroll; acceptance of this section will require them to enroll in Medicare. If the City were to join the Group Insurance Commission (GIC), all our retirees who are eligible for Medicare would be required to enroll in Medicare.

I also respectfully request that your Honorable Board accept Section 19 of Chapter 32B (as amended) of the General Laws for the purpose of transferring all subscribers for whom the City provides health insurance to the Group Insurance Commission pursuant to Section 19(e) of Section 32B of the General Laws.

Section 19 authorizes the City and our unions to engage in, so called, coalition bargaining relative to the issue of the City joining the State Group Insurance Commission health insurance program. Normally, all changes to health insurance benefits must be bargained individually with each union and all benefits must be uniform between unions, effectively resulting in the need to achieve unanimous agreement from all unions for any change in benefits. Under the coalition bargaining provisions of Section 19(e), if the City can

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.ci.newton.ma.us



DEDICATED TO COMMUNITY EXCELLENCE

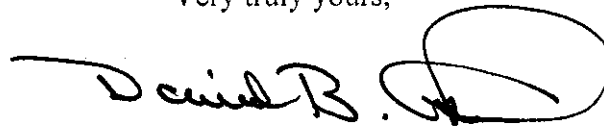
garner the support of 70% of the unions, we can switch our employees and retirees to the GIC. I know how important this issue is to the City, so I am docketing this request now so that if our discussions with the unions result in an agreement by October 1, 2008, we can join the GIC effective July 1, 2009.

Acceptance of Section 19 provides for coalition bargaining solely for the purpose of enrolling our employees and retirees in the GIC, coalition bargaining will not cover any other health insurance related topic. Acceptance of this section will become effective only upon an agreement between the City and the unions for enrolling them in the GIC. Furthermore, if the City were to join the GIC, we must notify the GIC by October 1, 2008 of an agreement with the unions to do so.

I am docketing this provision in the hope and with the expectation that the unions will meet with the City in a timely manner to discuss joining the GIC, to analyze the potential cost savings of participation in the GIC, and to notify the GIC of our decision prior to October 1, 2008. We propose to discuss comparisons of the City rates for our plans with those for the GIC plans; the history of rate increase for the City and the GIC; the benefit structures and plan designs of each plan; potential impacts to individual enrollees; and other factors to understand the short-term and long-term impacts of such a change.

Thank you for your consideration of this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "David B. Cohen", followed by a large, stylized circular flourish.

David B. Cohen
Mayor

DBC: smp

08 AUG -4 PM 12:36
CITY CLERK
NEWTON, MA. 02159

CITY OF NEWTON
COALITION OF UNIONS
46 Austin Street
Newtonville, MA 02460
Phone: 617-244-9562/Fax: 617-244-2332

08 SEP 15 AM 11:47
CITY CLERK
NEWTON, MA 02159

September 9, 2008

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

Honorable Ladies and Gentlemen:

We, the elected representatives of all school and municipal unions in Newton, are writing in response to a letter sent to you from Mayor Cohen dated August 1, 2008 and docketed by the City Clerk on August 4, 2008. (Attachment 1) On August 4, 2008, Sandy Pooler, Chief Administrative Officer, wrote a letter to the Insurance Advisory Committee, re: "Discussing the GIC Option", with the Mayor's letter to you attached. (Attachment 2)

Unfortunately, the Insurance Advisory Committee is not the appropriate venue for discussion of collective bargaining issues, including joining the GIC (Group Insurance Commission) The appropriate venue for discussion of Section 19 of Chapter 32B is the Coalition of Unions. In the past, on two occasions the coalition of unions has unanimously requested the Mayor and the Board of Aldermen to adopt Section 19 of Chapter 32B. (Attachment 3) In both cases, we have been rejected.

We are still interested in coalition bargaining and the adoption of Chapter 32B, Section 19, but not in the manner described by the Mayor in his August 1st letter. Paragraph 5 of this letter asserts: "Section 19 authorizes the City and unions to engage in, so called, coalition bargaining *relative to the issue of the City joining the State Group Insurance Commission health insurance program.*" (Emphasis added) The Mayor seems to think that the only portion of Section 19 of Chapter 32B that applies is 19 (e). Please review the attached Chapter 32B, Section 19, as amended and effective July 25, 2007, and note that the heading under Section 19 makes reference to "health carriers, public employee committees, agreements with public authorities, and transfer of subscribers to commission."

Paragraph 6 of the Mayor's August 1st letter is a clear mis-statement of fact: "Acceptance of Section 19 provides for coalition bargaining *solely for the purpose of enrolling our employees and retirees in the GIC, coalition bargaining will not cover any other health insurance related topic.*" The unions are not able to enter into discussion about Chapter 32B, Section 19, until we have clarity on what such adoption of Section 19 entails; and we petition you to assure us that the Mayor's interpretation is not the legally correct

representation of Section 19 of 32B. We have petitioned you twice before to adopt Section 19 as it is clearly written in the Massachusetts General Laws. We ask for your timely addressing of this issue. The unions have already done the work of analyzing the Projected Aggregate Cost Impact of Joining GIC, as well as the following four (4) sub-categories under the title of "What Will This Feel Like to the Member:"

- Tufts POS (Current) vs. Tufts PPO (GIC)
- Tufts HMO (Current) vs. Tufts PPO (GIC)
- HPHC HMO (Current) vs. HPHC PPO (GIC)
- Tufts Medicare Complement (Current) vs. Tufts Medicare Complement (GIC)

The individual unions and their representatives have a positive history of working with the city administration on cost-saving measures relative to health insurance. Our track record is stellar and has been acknowledged as such by the city leadership. We look forward to continuing this collaborative relationship.

We look forward to your prompt response to this letter.

Sincerely,

Jay Babcock and Cheryl Turgel

Co -Chairs

Cc: David B. Cohen
Sandy Pooler

The General Laws of Massachusetts

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PART I. ADMINISTRATION OF THE GOVERNMENT

TITLE IV. CIVIL SERVICE, RETIREMENTS AND PENSIONS

CHAPTER 32B. CONTRIBUTORY GROUP GENERAL OR BLANKET INSURANCE FOR PERSONS IN THE SERVICE OF COUNTIES, CITIES, TOWNS AND DISTRICTS, AND THEIR DEPENDENTS

Chapter 32B: Section 19. Health carriers; contracts; public employee committees; agreements with public authorities

[Text of section effective until July 25, 2007. For text effective July 25, 2007, see below.]

Section 19. (a) Notwithstanding the provisions of any other section in this chapter, the appropriate public authority of any governmental unit which has undertaken to provide health coverage to its employees, retirees, surviving spouses or dependents, who shall hereafter be referred to collectively as subscribers, by acceptance of any other section of this chapter may instead elect to provide health coverage to all such subscribers pursuant to the provisions of this section, by entering into a contract or contracts with any one or more health carriers, or by transferring such subscribers to the group insurance commission established in chapter thirty-two A, pursuant to subsection (e) herein. This section shall take effect in a county, except in Worcester county, city, town or district upon its acceptance in the following manner: in a county except in Worcester county, by a vote of the county commissioners; in a city having Plan D or a Plan E charter, by majority vote of its city council and approved by the manager; in any other city by majority vote of the city council and approved by the mayor; in a town, by vote of the board of selectmen; in a regional school district, by vote of the regional district school committee; and in all other districts, by vote of the registered voters of the district at a district meeting. Acceptance hereunder shall not take effect until a written agreement is reached between the appropriate public authority and the public employee committee established herein.

Notwithstanding the provisions of subsection (c) of section four of chapter four, the acceptance of this designation may be revoked in the same manner it was accepted in accordance with all other subsections of section four B of chapter four, subject to the requirements of any public employee committee agreements as provided in this section and chapter one hundred and fifty E; provided, that revocation of this section shall not take effect until a written agreement providing for such revocation is reached between the appropriate public authority and the employee committee established herein. Nothing in this section shall preclude an appropriate public authority from agreeing to establish a health and welfare trust fund under section fifteen.

Any such contract or contracts with any one or more health insurance carriers shall be in conformity

with an agreement reached by an appropriate public authority and a public employee committee. Such election by the appropriate public authority may be renewed in conformity with any successor agreement reached with a public employee committee.

The public employee committee shall be composed of a representative of each collective bargaining unit in the governmental unit and a retiree. The retiree representative shall be a designee of the Retired State, County and Municipal Employees Association. The retiree representative shall have a ten percent vote. The remaining ninety percent vote shall be divided as follows: each collective bargaining unit represented on the public employee committee shall have a weighted vote equal to the proportion which the number of employees eligible for health insurance under this chapter employed in the bargaining unit he represents bears to the total number of employees eligible for health insurance in all bargaining units of the governmental unit. Any agreement with the public authority must be approved by seventy percent of votes cast by the representatives on the public employee committee.

For the purposes of this section, a health carrier shall include any insurance company organized pursuant to chapter one hundred seventy-five, hospital service corporation organized pursuant to chapter one hundred seventy-six A, medical service corporation organized pursuant to chapter one hundred and seventy-six B, a health maintenance organization organized pursuant to chapter one hundred and seventy-six G, a preferred provider organization organized pursuant to chapter one hundred seventy-six I, or, in the case of a governmental unit which is partially or fully self-insured with respect to health coverage, any third party administrator selected by the governmental unit, which may include but is not limited to any health carrier.

An agreement so approved under this section shall be binding on all active and retired employees for whom health coverage is being purchased; shall supersede any conflicting provisions of all collective bargaining agreements and shall itself not be subject to supercedence in any statutory impasse proceeding under chapter one hundred and fifty E. Any dispute arising over the interpretation or application of the public employee committee agreement under this section may be submitted to binding arbitration under the labor arbitration provisions of the American Arbitration Association upon request of the public employee committee. Any request must be approved by seventy percent of votes cast by the representatives on the public employee committee.

A governmental unit which elects to provide health coverage to subscribers under this section shall be deemed in full compliance with any other provisions of this chapter regulating the procurement of health insurance.

A governmental unit which elects to provide health coverage under this section pursuant to an agreement approved by a public employee committee, may provide such coverage either as a single governmental unit or, pursuant to section twelve, through joint purchase with other governmental units or, with multiple governmental units, through a risk-sharing pool, trust or health carrier or third party administrator, or by making payments to a health and welfare trust fund to provide health coverage under this section either as a single governmental unit or together with multiple governmental units.

The appropriate public authority may contract with a health carrier for direct coverage of subscribers for whom the carrier's geographic service area provides appropriate access and coverage for other subscribers in accordance with subsection (d) herein.

(b) Nothing in this section shall be deemed to require, preclude or permit any change in any aspect of health coverage for active employees authorized by this section except where an agreement to provide for such change is reached by an appropriate public authority and a public employee committee in an

agreement entered into or modified subsequent to the effective date of this subsection. In the absence of a successor agreement approved under this section the prior agreement of the public employee committee and the appropriate public authority regarding the provision of health insurance shall remain in effect.

(c) Nothing in this section shall be construed so as to relieve any governmental unit from providing health coverage to any employee, retiree, surviving spouse or dependent to whom it has an obligation to provide coverage under any other provision of this chapter.

(d) The agreement reached between an appropriate public authority and the public employee committee shall provide for those subscribers who, by reason of residence or domicile, cannot be appropriately served within the service area of the health carrier or carriers included in said agreement, subject to the provisions set forth in this subsection.

Coverage for active employees under this subsection shall be pursuant to and in conformity with the agreement required by this section and shall conform to all requirements of this section. The agreement reached between an appropriate public authority and the public employee committee shall provide that any subscriber who for reasons of residency is not eligible for enrollment in any such plan offered by a governmental unit shall be covered under a plan offered pursuant to chapter one hundred and seventy-six I, if any such plan is provided for under said agreement; provided, that any such subscriber who lives ten miles or more from the nearest primary care physician providing care under said plan shall have out-of-pocket payments and medical deductibles limited to the amount that he would have paid had he utilized the network of medical services of the plan offered pursuant to chapter one hundred and seventy-six I. If the agreement reached between the appropriate public authority and the public employee committee provides for only health maintenance organizations or other health carriers that limit enrollment to a particular geographic area, then, notwithstanding any general or special law to the contrary, health maintenance organizations or other health carriers shall provide for the coverage of services provided or arranged for all subscribers who do not reside within the geographic service area of said carriers in the following manner: Any subscriber not eligible for direct coverage due to his residency shall have the same benefit schedule and premium contribution provided to subscribers residing within the carrier's geographic service area, including but not limited to covered services, out-of-pocket payments and medical deductibles for any and all medical services provided for or arranged pursuant to such agreement.

(e) Where an agreement reached by an appropriate public authority and the public employee committee covering the public employee committee of the governmental unit executed or modified subsequent to the effective date of this subsection so provides, the appropriate public authority shall, for a period of time specified by regulation of the group insurance commission transfer to said commission all subscribers for whom it provides health coverage. The regulations of said commission shall permit the governmental unit, upon agreement reached by the appropriate public authority and the public employee committee pursuant to this section, to withdraw from such transfer to said commission after a period of not less than three years following such transfer consistent with the provisions of subsection (f).

(f) Said commission shall negotiate and purchase health coverage for subscribers transferred pursuant to subsection (e) and shall promulgate regulations for coverage of such subscribers so transferred. The schedule of benefits available to such transferred subscribers shall be determined by said commission in accordance with chapter thirty-two A. Said commission shall offer such subscribers at least the same choice as to health carriers as is made available to state employees, subject only to the agreement reached between the appropriate governmental unit and the public authority committee. The governmental unit's contribution to the cost of health coverage for such subscribers, shall be as determined under this section, and shall not be subject to the provisions on contributions in said chapter

thirty-two A. Said commission shall require the governmental unit to collect and forward to the said commission the full premium or cost of coverage, including the subscriber's contribution, if any; provided, that the commission shall require any governmental unit so transferring subscribers under this section, notwithstanding any general or special law to the contrary, to forward to the commission the full cost of at least one month's but not more than three month's premiums for such transferred subscribers thirty days prior to the effective date of said transfer. For the purpose of determining the cost to subscribers transferred pursuant to subsection (d), the dollar amount payable by said subscribers shall be the same as the dollar amount paid by subscribers covered by the plan offered by the appropriate governmental unit, distinguishing only by the type of plan, individual, family or optional medicare extension plan, in which the subscriber enrolls. Said commission may also charge the governmental unit an administrative fee, to be determined by said commission, which shall be paid by the governmental unit and shall not be considered as part of the cost of coverage for purposes of determining the contributions of the governmental unit and its employees to the cost of health coverage. Any such administrative fee charged hereunder shall be used by said commission to pay any personnel or other costs associated with the administration of said plans.

(g) Any agreement reached between the governmental unit and the public employee committee shall provide that within the same health coverage plan the percentage contributed by the governmental unit to the premium or cost of health coverage shall be the same for all subscribers covered under this section. Said payments shall differ only by the type of coverage elected under the plan, individual, family, optional medicare extension or other; provided, however, that the percentage contributed by the governmental unit may vary among the different health coverage plans offered under the agreement reached between the governmental unit and the public employee committee. The agreement reached hereunder shall provide that the percentage contributed by said governmental unit to the premium or cost of at least one medicare extension plan available to all eligible subscribers shall be no less than the minimum percentage contributed by said governmental unit to any other health coverage plan offered pursuant to the agreement reached hereunder. Any governmental unit that accepts this section shall establish by agreement with the public employee committee a contribution by said governmental unit to said premium or cost of health coverage that provides for a minimum of fifty percent but not more than ninety-nine percent.

Chapter 32B: Section 19. Health carriers; contracts; public employee committees; agreements with public authorities; transfer of subscribers to commission

[Text of section as amended by 2007, 67, Sec. 4 effective July 25, 2007. For text of section effective until July 25, 2007, see above.]

Section 19. (a) Notwithstanding any other provision of this chapter, the appropriate public authority of a political subdivision which has undertaken to provide health insurance coverage to its subscribers by acceptance of any other section of this chapter may instead elect to provide health insurance coverage to all its subscribers pursuant to this section by entering into contracts with health insurance carriers or by transferring its subscribers to the commission under subsection (e). For the purposes of this section, the term "subscribers" shall mean employees, retirees, surviving spouses and dependents of the political subdivision and may include employees, retirees, surviving spouses and dependents of a district who previously received health insurance benefits through the political subdivision accepting this section. This section shall take effect in a political subdivision upon its acceptance in the following manner: in a county, except Worcester county, by a vote of the county commissioners; in a city having Plan D or a Plan E charter, by majority vote of the city council and approval by the manager; in any other city, by majority vote of the city council and approval by the mayor; in a town, by vote of the board of selectmen; in a regional school district, by vote of the regional district school committee; and in all other districts, by vote of the registered voters of the district at a district meeting.

Acceptance of this section shall not take effect until a written agreement has been reached between the appropriate public authority and the public employee committee, but the written agreement may condition acceptance of this section upon the transferring of subscribers into the commission under subsection (e).

A written agreement to transfer subscribers to the commission under this section shall be the sole means by which the subscribers of a political subdivision may be transferred to commission coverage.

Notwithstanding subsection-(c) of section 4B of chapter 4, the acceptance of this section may be revoked in the same manner it was accepted in accordance with all other subsections of section 4B of said chapter 4, subject to the requirements of any written agreements as provided in this section and chapter 150E. The revocation of this section shall not take effect until a written agreement providing for revocation is reached between the appropriate public authority and the employee committee established herein. Nothing in this section shall preclude an appropriate public authority from agreeing to establish a health and welfare trust fund under section 15.

Except as otherwise provided in subsection (e), a contract with a health insurance carrier shall be in conformity with an agreement reached by an appropriate public authority and a public employee committee. The election by the appropriate public authority may be renewed in conformity with any successor agreement reached with a public employee committee. The public employee committee shall include a representative of each collective bargaining unit with which the political subdivision negotiates under chapter 150E and a retiree representative. Either the public employee committee or the appropriate public authority may convene the initial meeting of the committee at any time upon 30 days notice. The retiree representative shall be designated by the Retired State, County and Municipal Employees Association. The retiree representative shall have a 10 per cent vote. The remaining 90 per cent vote shall be divided so that each collective bargaining unit represented on the public employee committee shall have a weighted vote equal to the proportion which the number of employees eligible for health insurance under this chapter employed in the bargaining unit he represents bears to the total number of employees eligible for health insurance in all bargaining units of the political subdivision. An agreement with the appropriate public authority shall be approved by 70 per cent of the weighted votes of the representatives on the public employee committee and shall be binding on all subscribers and their representatives. For the purposes of this section, a health insurance carrier shall include any insurance company organized pursuant to chapter 175, hospital service corporation organized pursuant to chapter 176A, medical service corporation organized pursuant to chapter 176B, health maintenance organization organized pursuant to chapter 176G, preferred provider organization organized pursuant to chapter 176I and, in the case of a political subdivision which is partially or fully self-insured with respect to health insurance coverage, any third party administrator selected by the political subdivision, which may include, but shall not be limited to, a health insurance carrier.

An agreement approved under this section shall be binding on all active and retired employees for whom health insurance coverage is being purchased, shall supersede any conflicting provision of a collective bargaining agreement and shall not be superseded in a statutory impasse proceeding under chapter 150E, but the agreement may include procedures for resolving an impasse in negotiations for a successor agreement. A dispute arising over the interpretation or application of the public employee committee agreement under this section may be submitted to binding arbitration under the labor arbitration provisions of the American Arbitration Association upon request of the public employee committee or the appropriate public authority, except as otherwise provided in subsection (f). A request shall be approved by 70 per cent of the weighted votes of the representatives on the public employee committee as set forth in this section or, where applicable, by a majority vote of the appropriate public authority. A political subdivision which elects to provide health insurance coverage to subscribers under this section shall be deemed in full compliance with this chapter regulating the procurement of health

insurance. A political subdivision which elects to provide health insurance coverage under this section pursuant to an agreement approved by a public employee committee, may provide such coverage either as a single political subdivision or, under section 12, through joint purchase with other political subdivisions or, with multiple political subdivisions, through a risk-sharing pool, trust or health insurance carrier or third party administrator, or by making payments to a health and welfare trust fund to provide health insurance coverage under this section either as a single political subdivision or with multiple political subdivisions. The appropriate public authority may contract with a health insurance carrier for direct coverage of subscribers for whom the carrier's geographic service area provides appropriate access and coverage for other subscribers in accordance with subsection (d).

(b) Nothing in this section shall require, preclude or permit a change in any aspect of health insurance coverage for subscribers authorized by this section except where an agreement to provide for such change is reached by an appropriate public authority and a public employee committee in an agreement entered into or modified after the effective date of this subsection except as otherwise provided in subsection (e). In the absence of a successor agreement approved under this section, the prior agreement of the public employee committee and the appropriate public authority regarding the provision of health insurance shall remain in effect.

(c) Nothing in this section shall relieve a political subdivision from providing health insurance coverage to an employee, retiree, surviving spouse or dependent to whom it has an obligation to provide coverage under any other provision of this chapter.

(d) The agreement reached between an appropriate public authority and the public employee committee shall provide for those subscribers who, by reason of residence or domicile, cannot be appropriately served within the service area of the health insurance carrier included in the agreement, subject to this subsection.

Coverage for subscribers under this subsection shall be pursuant to and in conformity with the agreement required by this section and shall conform to all requirements of this section. The agreement reached between an appropriate public authority and the public employee committee shall provide that a subscriber who for reasons of residency is not eligible for enrollment in any such plan offered by a political subdivision shall be covered under a plan offered under chapter 176I, if any such plan is provided for under the agreement, but a subscriber who lives 10 miles or more from the nearest primary care physician providing care under the plan shall have out-of-pocket payments and medical deductibles limited to the amount that he would have paid had he utilized the network of medical services of the plan offered under chapter 176I. If the agreement reached between the appropriate public authority and the public employee committee provides for only health maintenance organizations or other health insurance carriers that limit enrollment to a particular geographic area, then notwithstanding any general or special law to the contrary, health maintenance organizations or other health insurance carriers shall provide for the coverage of services provided or arranged for all subscribers who do not reside within the geographic service area by providing the same benefit schedule and premium contribution provided to subscribers residing within the carrier's geographic service area including, but not limited to, covered services, out-of-pocket payments and medical deductibles for all medical services provided for or arranged under the agreement.

(e) Where an agreement, either executed or modified, reached by an appropriate public authority and the public employee so provides, the appropriate public authority shall notify the commission that it will transfer all subscribers for whom it provides health insurance coverage to the commission. The notice shall be provided to the commission by the appropriate public authority not later than October 1 of each year and the transfer of subscribers to the commission shall take effect on the following July 1. On the effective date of the transfer, the health insurance of all subscribers, including elderly governmental

retirees previously governed by section 10B of chapter 32A and retired municipal teachers previously governed by section 12 of chapter 32A, shall be provided through the commission for all purposes and governed under this section. As of the effective date and for the duration of this transfer, subscribers transferred to the commission's health insurance coverage shall receive group health insurance benefits determined exclusively by the commission and the coverage shall not be subject to collective bargaining, except for contribution ratios which shall be determined by the written agreement.

Subscribers transferred to the commission who are eligible or become eligible for Medicare coverage shall transfer to Medicare coverage, as prescribed by the commission. In the event of transfer to Medicare, the political subdivision shall pay any Medicare part B premium penalty assessed by the federal government on retirees, spouses and dependents as a result of enrollment in Medicare part B at the time of transfer into the Medicare health benefits supplement plan. For each subscriber's premium and the political subdivision's share of that premium, the subscriber and the political subdivision shall furnish to the commission, in such form and content as the commission shall prescribe, all information the commission deems necessary to maintain subscribers' and covered dependents' health insurance coverage. The appropriate public authority of the political subdivision shall perform such administrative functions and process such information as the commission deems necessary to maintain those subscribers' health insurance coverage including, but not limited to, family and personnel status changes, and shall report all changes monthly to the commission. In the event that a political subdivision transfers subscribers to the commission under this section, subscribers may be withdrawn from commission coverage at either 3 or 6-year intervals from the date of transfer of subscribers to the commission, as determined by the written agreement which shall specify the withdrawal interval and withdrawal procedures. The written agreement may specify the procedures for resolving an impasse in negotiations over whether to withdraw from commission coverage and for determining health insurance coverage and contribution ratios for subscribers for the year following withdrawal from the commission. In the event that binding arbitration is included in the written agreement, the agreement shall provide that the dispute shall be submitted to arbitration and, if no method is provided of arbitration is provided in the agreement, then the dispute shall be administered by the American Arbitration Association under the procedures set forth in its Labor Arbitration Rules.

The decision and notice to withdraw shall be made by October 1 of the year prior to the effective date of withdrawal. All withdrawals shall be effective on July 1 following the political subdivision's notice to the commission. Except as otherwise provided in the written agreement, withdrawal from commission coverage shall revoke acceptance of this section and any written agreements related to the implementation of this section as of the effective date of withdrawal. In the event that the acceptance of this section is revoked, the appropriate public authority of the political subdivision shall abide by all commission requirements for effectuating such withdrawal, including the notice requirements in this subsection. In the event a political subdivision withdraws from commission coverage under this section, such withdrawal shall be binding on all subscribers, including those subscribers who, prior to the transfer to the commission, received coverage from the commission under sections 10B and 12 of chapter 32A and, after withdrawal from the commission, those subscribers who received coverage from the commission under said sections 10B and 12 of said chapter 32A shall not pay more than 25 per cent of the cost of their health insurance premiums.

In the event of revocation of acceptance of this section, the political subdivision and public employee unions shall return to governance of negotiations of health insurance under chapter 150E and this chapter on the effective date of withdrawal from commission coverage, to negotiate healthcare coverage for subscribers thereafter.

(f) To the extent authorized under chapter 32A, the commission shall provide group coverage of subscribers' health claims incurred after transfer to the commission. The claim experience of those

subscribers shall be maintained by the commission in a single pool and combined with the claim experience of all covered state employees and retirees and their covered dependents, including those subscribers who previously received coverage under sections 10B and 12 of chapter 32A.

Notwithstanding any general or special law to the contrary, a political subdivision that self-insures its group health insurance plan under section 3A and has a deficit in its claims trust fund at the time of transferring its subscribers to the commission and the deficit is attributable to a failure to accrue claims which had been incurred but not paid may capitalize the deficit and amortize the amount over 10 fiscal years in 10 equal amounts, or on a schedule providing for a more rapid amortization. Except as provided otherwise herein, subscribers eligible for health insurance coverage under subsection (e) shall be subject to all of the terms, conditions, schedule of benefits and health insurance carriers as employees and dependents as defined by section 2 and commission regulations. The commission shall determine all matters relating to subscribers' group health insurance rights, responsibilities, costs and payments, excluding contribution ratios, and obligations, including but not limited to, the manner and method of payment, schedule of benefits, eligibility requirements and choice of health insurance carriers and these matters shall be determined exclusively by the commission and shall not be subject to collective bargaining, the written agreement under subsection (a) or to arbitration under the agreement. The commission may issue rules and regulations consistent with this section and shall provide public notice of any proposed rules and regulations and notice of thereof at the request of interested parties, together with an opportunity to review those rules and regulations and an opportunity to comment on those proposed rules and regulations in writing and at a public hearing, but the commission shall not be subject to chapter 30A.

The commission shall negotiate and purchase health insurance coverage for subscribers transferred under subsection (e) and shall promulgate regulations, policies and procedures for coverage of the transferred subscribers. The schedule of benefits available to transferred subscribers shall be determined by the commission pursuant to chapter 32A. The commission shall offer those subscribers the same choice as to health insurance carriers and benefits as those provided to state employees and retirees. The political subdivision's contribution to the cost of health insurance coverage for transferred subscribers shall be as determined under this section, and shall not be subject to the provisions on contributions in said chapter 32A. Any change to the premium contribution ratios shall become effective on July 1 of each year, with notice to the commission of such change not later than January 15 of the same year.

A political subdivision that transfers subscribers to the commission shall pay the commission for all costs of its subscribers' coverage, including administrative expenses, and the governmental unit's cost of subscribers' premium. The commission shall determine on a periodic basis the amount of premium which the political subdivision shall pay to the commission. If the political subdivision unit fails to pay all or a portion of these costs according to the timetable determined by the commission, the commission may inform the state treasurer who shall issue a warrant in the manner provided by section 20 of chapter 59 requiring the respective political subdivision to pay into the treasury of the commonwealth as prescribed by the commission the amount of the premium and administrative expenses attributable to the political subdivision. The state treasurer shall recoup any past due costs from the political subdivision's cherry sheet under section 20A of chapter 58 and transfer that money to the commission. If a governmental unit fails to pay to the commission the costs of coverage for more than 90 days and the cherry sheet provides an inadequate source of payment, the commission may, at its discretion, cancel the coverage of subscribers of the political subdivision. If the cancellation of coverage is for nonpayment, the political subdivision shall provide all subscribers health insurance coverage under plans which are the actuarial equivalent of plans offered by the commission in the preceding year until there is an agreement with the public employee committee providing for replacement coverage.

The commission may charge the political subdivision an administrative fee, which shall not be more

than 1 per cent of the cost of total premiums for the political subdivision, to be determined by the commission which shall be considered as part of the cost of coverage for purposes of determining the contributions of the political subdivision and its employees to the cost of health insurance coverage by the commission.

(g) Any agreement reached between the political subdivision and the public employee committee, including an agreement to transfer subscribers to the group insurance commission, shall provide that within the same health insurance coverage plan the percentage contributed by the political subdivision to the premium or cost of health insurance coverage shall be the same for all subscribers covered under this section. These payments shall differ only by the type of coverage elected under the plan, including individual, family, optional Medicare extension or other coverage selections; but the percentage contributed by the political subdivision may vary among the different health insurance coverage plans offered under the agreement reached between the political subdivision and the public employee committee. The agreement reached shall provide that the percentage contributed by the political subdivision to the premium or cost of at least 1 Medicare extension plan available to all eligible subscribers shall be not less than the minimum percentage contributed by the political subdivision to any other health insurance coverage plan offered under the agreement reached. Any political subdivision that accepts this section shall establish by agreement with the public employee committee a contribution by the political subdivision to the premium or cost of health insurance coverage that provides for at least 50 per cent but not more than 99 per cent. Notwithstanding this subsection, where there is an agreement to transfer subscribers to the commission, subscribers whose coverage was governed by section 10B or 12 of chapter 32A before the date that the written agreement is executed, shall not be required to contribute more than 25 per cent of their health insurance premiums, but the written agreement may provide for a premium contribution paid by these subscribers of less than 25 per cent.

(h) If there is a revocation of acceptance or a withdrawal from the commission under this section, all retirees, their spouses and dependents insured or eligible to be insured by the political subdivision, if enrolled in Medicare part A at no cost to the retiree, spouse or dependents, shall be required to be insured by a Medicare extension plan offered by the political subdivision under section 11C or section 16. A retiree shall provide the political subdivision, in such form as the political subdivision shall prescribe, such information as is necessary to transfer to a Medicare extension plan. If a retiree does not submit the information required, he shall no longer be eligible for his existing health insurance coverage. The political subdivision may from time to time request from a retiree, a retiree's spouse and dependents, proof certified by the federal government of his eligibility or ineligibility for Medicare part A and part B coverage. The political subdivision shall pay the Medicare part B premium penalty assessed by the federal government on those retirees, spouses and dependents as a result of enrollment in Medicare part B at the time of transfer into the Medicare health benefits supplement plan.

(i) In the absence of a public collective bargaining unit, the chief executive officer of a municipality may authorize the transfer of subscribers to the commission.



David B. Cohen
Mayor

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Office of the Mayor

#69-09

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February 24, 2009

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 seven thousand one hundred dollars (\$7,100) from Budget Reserve for the purpose of supplementing the Senior Center utility accounts. This increase is primarily the result of the cost of heating oil this fiscal year.

Thank you for your consideration of this matter.

Very truly yours,

David B. Cohen (srb)

David B. Cohen
Mayor

DBC: srb

*From: Budget Reserve
0110198-5790 7,100*

*To: Senior Center Expenses
0150202-5412 7,100*

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.ci.newton.ma.us

★
DEDICATED TO COMMUNITY EXCELLENCE

DC

02/27/2009

09 FEB 24 PM 5:35
CITY CLERK
NEWTON, MA 02159



David B. Cohen
Mayor

City of Newton, Massachusetts
Office of the Mayor

#68-09

Telephone
(617) 796-1100

Telefax
(617) 796-1113

TDD
(617) 796-1089

E-mail
dcohen@newtonma.gov

February 24, 2009

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 sixteen thousand dollars (\$16,000) from Free Cash for the purpose of supplementing the Newton Library Overtime accounts.

Thank you for your consideration of this matter.

Very truly yours,

David B. Cohen (srb)

David B. Cohen
Mayor

DBC: srb

09 FEB 24 PM 5:35
CITY CLERK
NEWTON, MA 02459

From: NCECASH
01-3497 16,000

To: Library Salaries
0160103-513001 16,000

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.ci.newton.ma.us

★
DEDICATED TO COMMUNITY EXCELLENCE

DB
02/27/2009

City of Newton



David B. Cohen
Mayor

Newton Free Library

Nancy W. Perlow, Library Director

330 Homer Street
Newton, Massachusetts 02459
Telephone: 617-796-1360 / Fax 617- 965-8457
TTY 617-552-7154
www.newtonfreelibrary.net



09 FEB 24 PM 5:35
CITY CLERK
NEWTON, MA. 02459

February 12, 2009

Mayor David B. Cohen
Newton City Hall
Newton, MA 02459

Dear Mayor Cohen,

I would like to request an appropriation of \$16,000 in order to make up a shortfall in the Main Library's overtime account 0160103513001 for Sunday overtime through June 2009. We will run out of money by the end of March.

Thank you very much for your consideration of this request.

Sincerely,

Nancy Perlow
Nancy Perlow



David B. Cohen
Mayor

City of Newton, Massachusetts
Office of the Mayor

#59-09

Telephone
(617) 796-1100

Telefax
(617) 796-1113

TDD
(617) 796-1089

E-mail
dcohen@newtonma.gov

February 10, 2009

09 FEB 10 PM 4:41
CITY CLERK
NEWTON, MA 02159

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 \$82,000 from bonded indebtedness for the purpose of entering into a contract with NORESKO to perform energy audits of the buildings listed below. Upon completion of the audits, we will determine the scope of construction that will be undertaken based on the recommendations contained in the audits. If it is determined that the construction will proceed with NORESKO as the contractor, the cost of the audits will be part of the total construction cost. This appropriation will only be acted upon in the event that the city does not move forward with a construction contract with NORESKO.

Building to be audited:

Bigelow Middle School
Brown Middle School
Oak Hill Middle School
The Ed Center
City Hall
Police Headquarters

Thank you for your consideration of this matter.

Very truly yours,

David B. Cohen
Mayor

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.ci.newton.ma.us

★
DEDICATED TO COMMUNITY EXCELLENCE



LEAGUE OF WOMEN VOTERS NEWTON

PO Box 610207 Newton, MA 02461
www.lwvnewton.org

February 23, 2009

Alderman Sydra Schnipper, Chair
Public Facilities Committee
Board of Aldermen
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Dear Alderman Schnipper,

The League of Women Voters is pleased to see that at long last the City has signed a contract with the Energy Services company NORESCO. It has been two years since we wrote to the mayor supporting this course of action.

We understand that to fully execute the contract, the Board of Aldermen must approve a "back out fee" of \$82,000. This fee would cover the cost of the initial group of audits, which would be necessary only in the event the City does not proceed with the work recommended.

The League urges the aldermen to swiftly approve this allocation. Our city and school buildings are in great need of the kind of repairs and upgrades that can be made under this form of contract. The Citizen Advisory Group highlighted the costs of fuel and electricity as major cost drivers in Newton's school and city budgets. It will be more expensive to wait.

The League looks forward to the City taking advantage of this unique opportunity to get building operations budgets under control.

Sincerely,

Terry Yoffie
President, LWV of Newton

cc: Newton Board of Aldermen
Alderman Lisle Baker, President
Mayor David B. Cohen



David B. Cohen
Mayor

City of Newton, Massachusetts
Office of the Mayor

#58-09

Telephone
(617) 796-1100

Telefax
(617) 796-1113

TDD
(617) 796-1089

E-mail
dcohen@newtonma.gov

February 10, 2009

09 FEB 10 PM 4:42
CITY CLERK
NEWTON, MA 02159

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

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to authorize me as Mayor, to enter into a contract for solid waste and recycling collection with Waste Management Inc. for a term of five years. Under the provisions of Massachusetts General Laws Chapter 30B, Section 12, any contract in excess of three years must receive approval of a majority vote by the appropriate governing body.

Authorizing this contract will provide the City of Newton with cutting edge municipal solid waste pickup, single stream recycling, and bulky item and yard waste pickup service as well. This contract has been recommended to us by the Solid Waste Commission, along with Commissioner Tom Daley and his staff.

Should you have any questions about this matter, please do not hesitate to contact me. Thank you for your consideration of this matter.

Very truly yours,

David B. Cohen
Mayor

Enc.

DBC: srb

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.ci.newton.ma.us



DEDICATED TO COMMUNITY EXCELLENCE

City of Newton



DEPARTMENT OF PUBLIC WORKS

OFFICE OF THE COMMISSIONER

1000 Commonwealth Avenue
Newton Centre, MA 02459-1449David B. Cohen
Mayor

To: Honorable Mayor David B. Cohen
 Thru: Mr. Sanford Pooler / Chief Administrative Officer
 Ms. Susan Burstein / Chief Financial Officer
 Fr: Thomas E. Daley, P.E. / Commissioner of Public Works
 Date: 2/10/09
 Re: 5 year Contract with Waste Management, Inc.

09 FEB 10 PM 4:42
 CITY CLERK
 NEWTON, MA 02459

Dear Mayor Cohen:

As recommended by the Solid Waste Commission, I am writing to ask you to docket an item with Board of Alderman (if you concur) to allow you as Mayor to enter into a municipal solid waste (MSW) and recycling contract with Waste Management Inc. Said contract is to include MSW and recyclable automated curbside collection of MSW and single stream recyclables, single stream recycling material sorting, marketing and shipping to end recycling material users. Said contract to also include curbside pickup of yard waste and delivery to a location of our choice, the pickup and delivery of MSW dumpsters from Rumford Ave., municipal buildings and our schools along with the pickup, processing and marketing of recyclable materials from Rumford Ave., municipal buildings and our schools. Bulky item pickup is also included in the contract.

To date our pilot program appears to be quite successful. We have seen significant reductions in MSW and increases in recyclables coming from the pilot areas. Also within a little over a week we have had an unprecedented 34% response to our pilot survey. An initial look at the surveys is showing five to one in favor results. We are reviewing the approximate 1,400 surveys by hand and will have more detailed breakdowns of the survey responses in the very near future.

If you have any questions regarding this subject, please let me know. Thank you.

Cc: D. Turocy / Deputy Commissioner
 E. Gentile / Env. Affairs Director
 Solid Waste Commission



***AUTOMATED MSW & S.S.
RECYCLING
MARCH 4, 2009***

DEPT. OF PUBLIC WORKS

AUTOMATED TRASH & S.S. PILOT BEGAN ON 11/3/08



REPORTED TO BOA - 1/21/09

Where was the trial?

Wards, Precincts and Garbage Collection Areas

City of Newton, Massachusetts

Monday
W. Newton
Auburndale

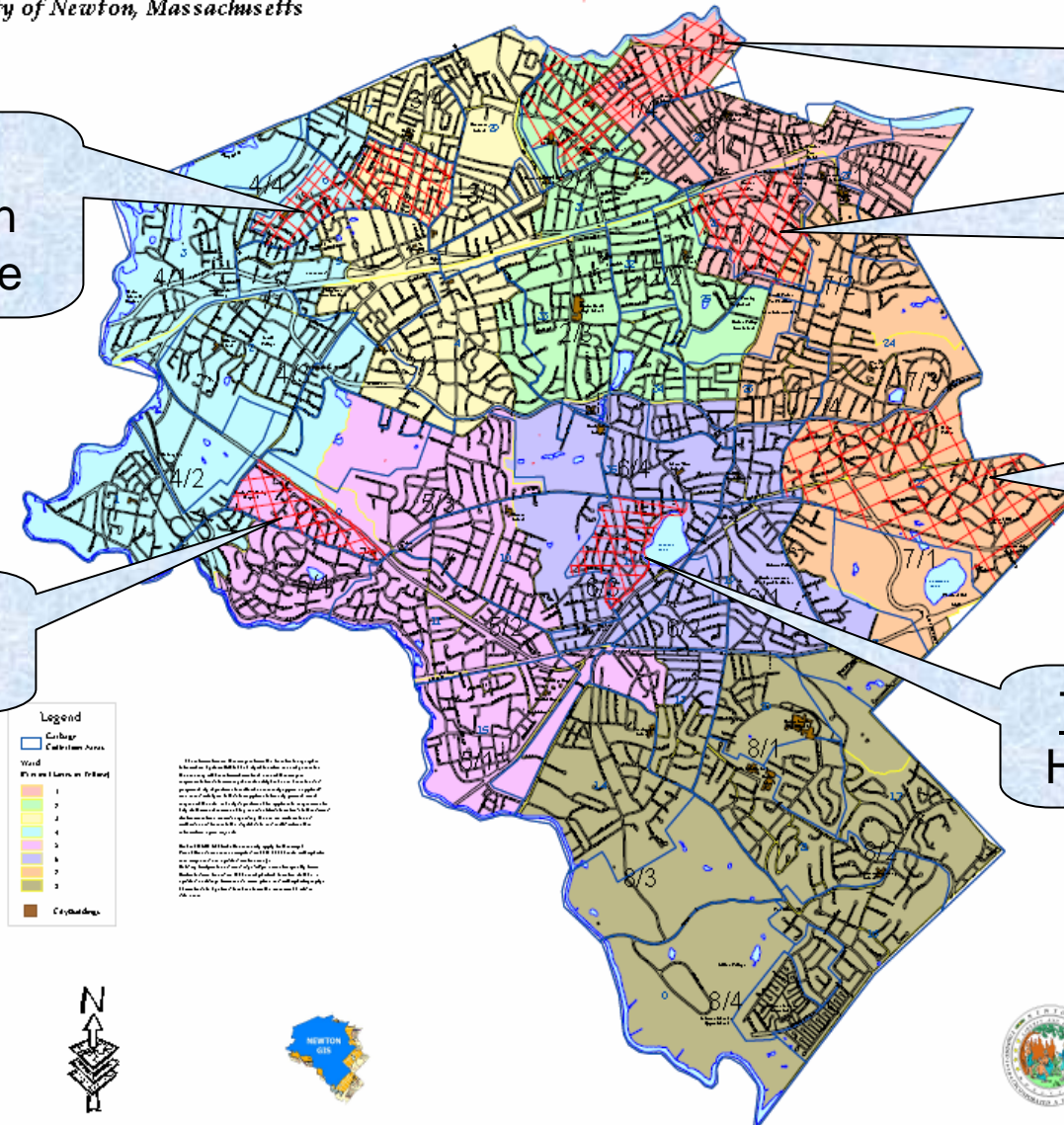
Tuesday
Waban

Friday
Nonantum
Newtonville

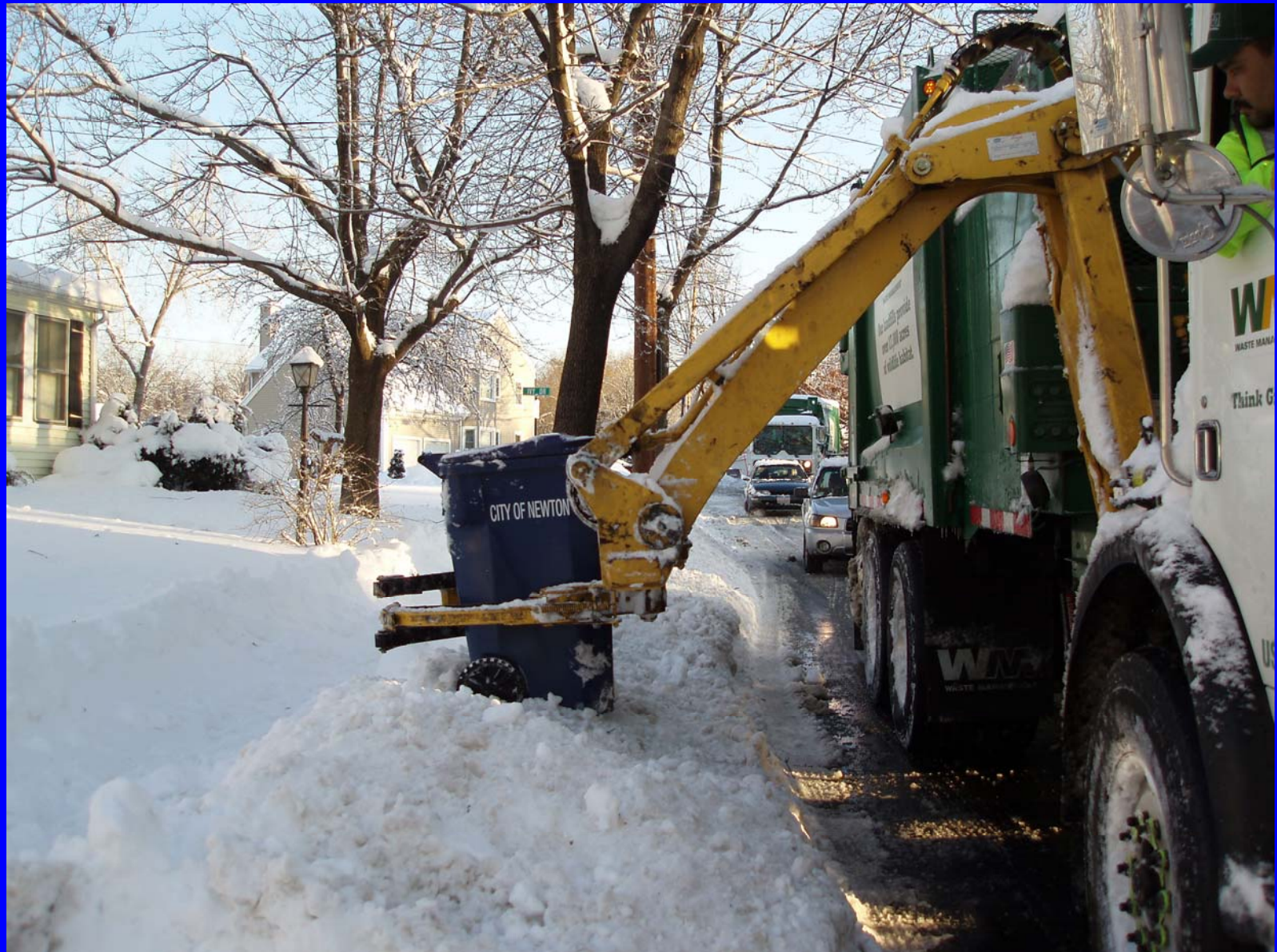
Thursday
Newton
Corner

Wednesday
Chestnut Hill

Tuesday
Highlands

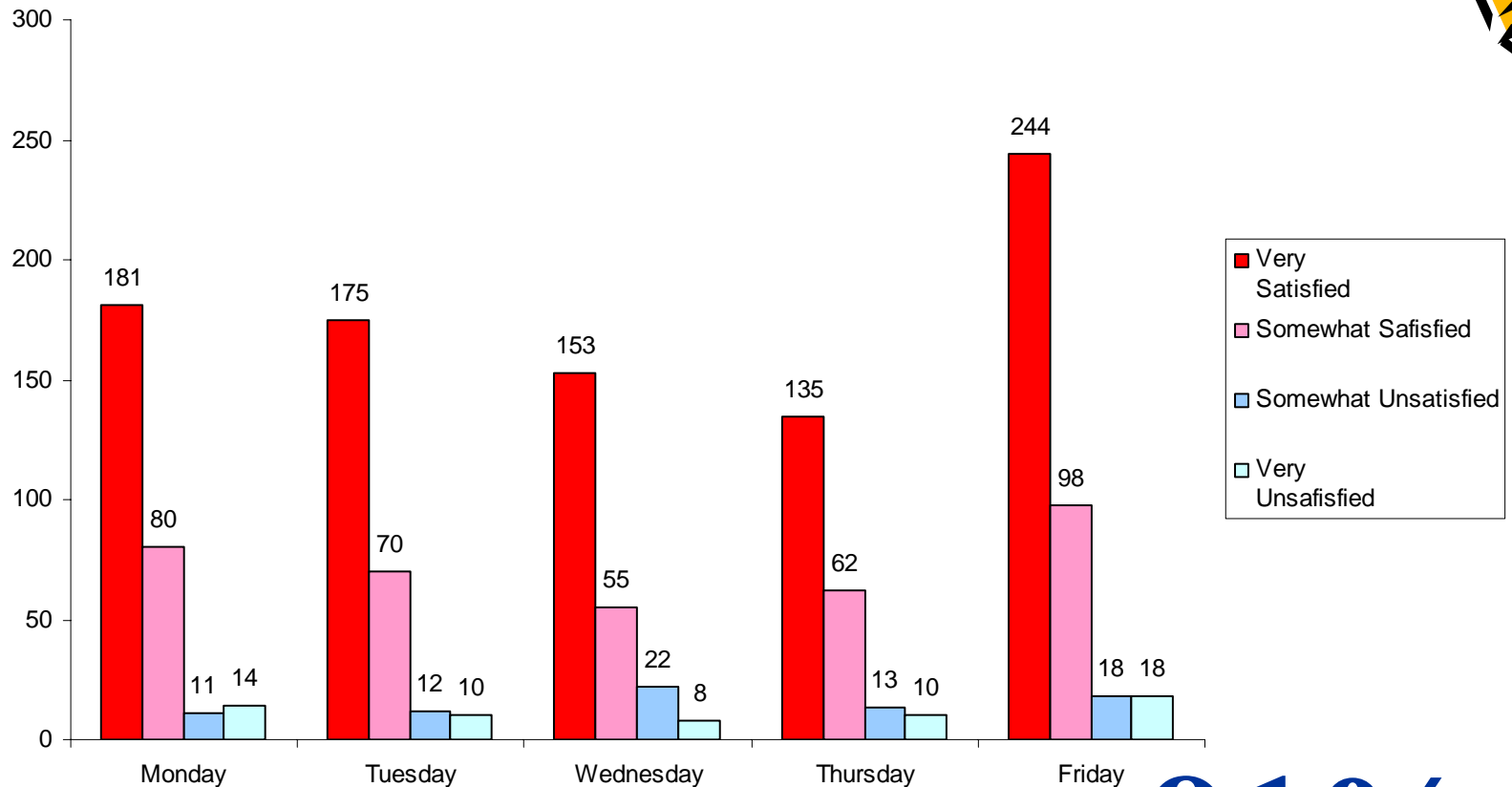


HOW ARE WE DOING?



SURVEY SAYS?

How satisfied are you with the automated trash collection pilot?



OVERALL SATISFIED:

91%

PLEASE NOTE!

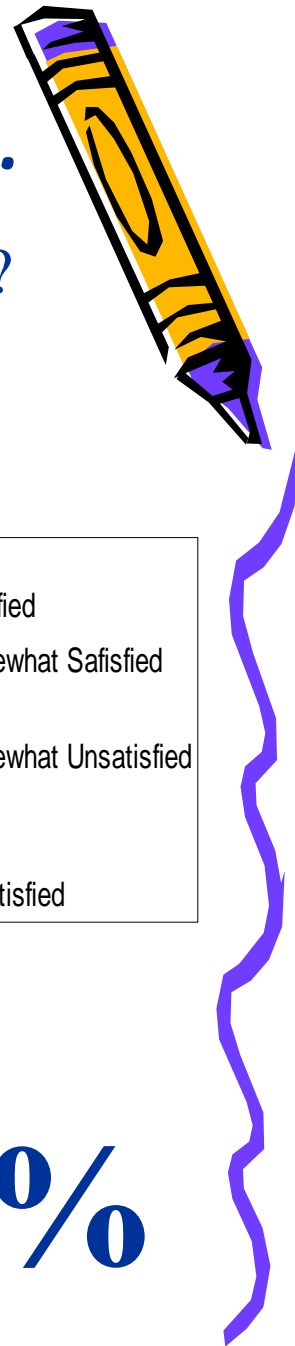
Pilot surveys were mailed out on 1/30/09!

RESPONSE IN FIRST WEEK: **34%**

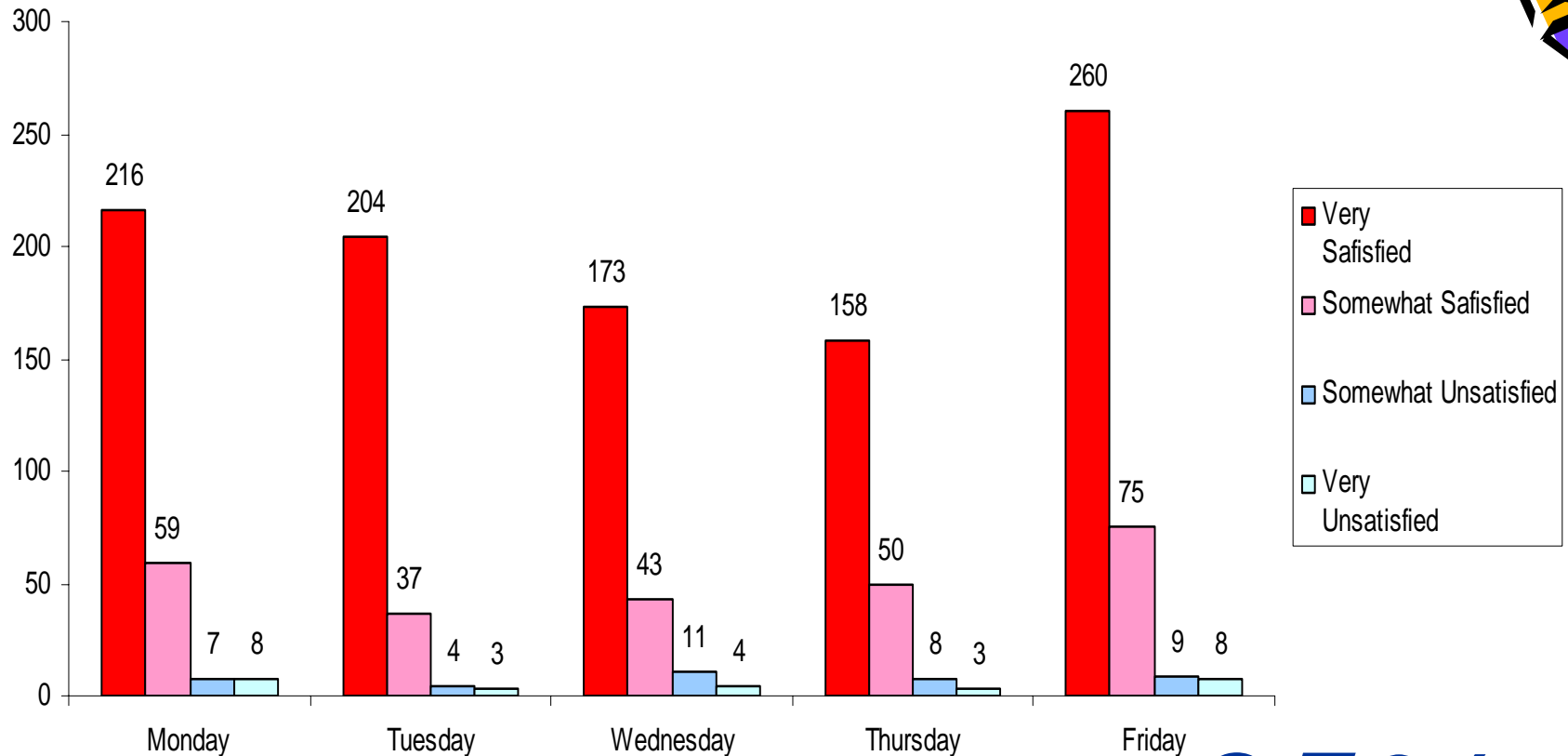
RESPONSE IN THREE WEEKS: **42%**



BACK TO THE SURVEY...



How satisfied are you with the single stream collection pilot?

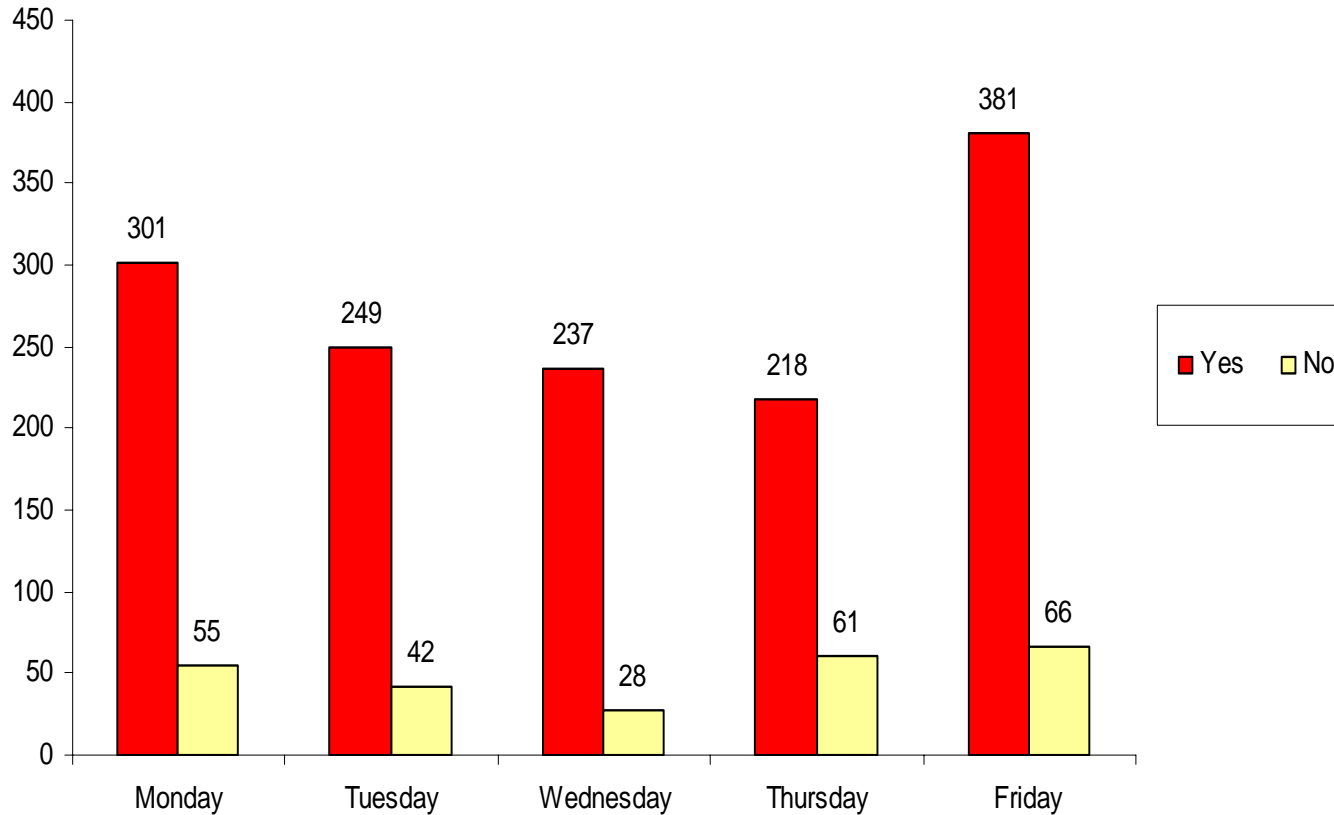


OVERALL SATISFIED:

95%



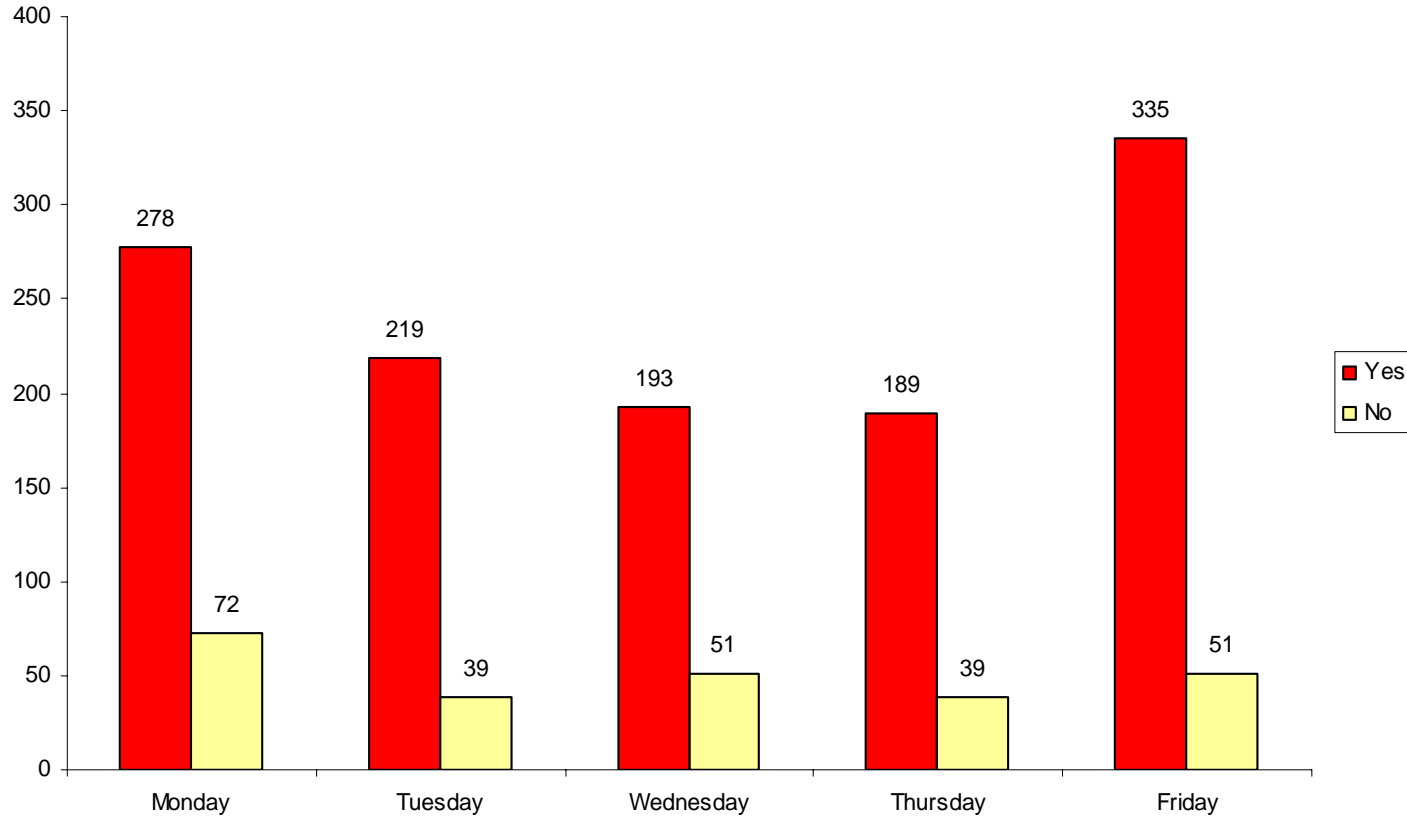
Are you pleased with your wheeled cart?



YES:

85%

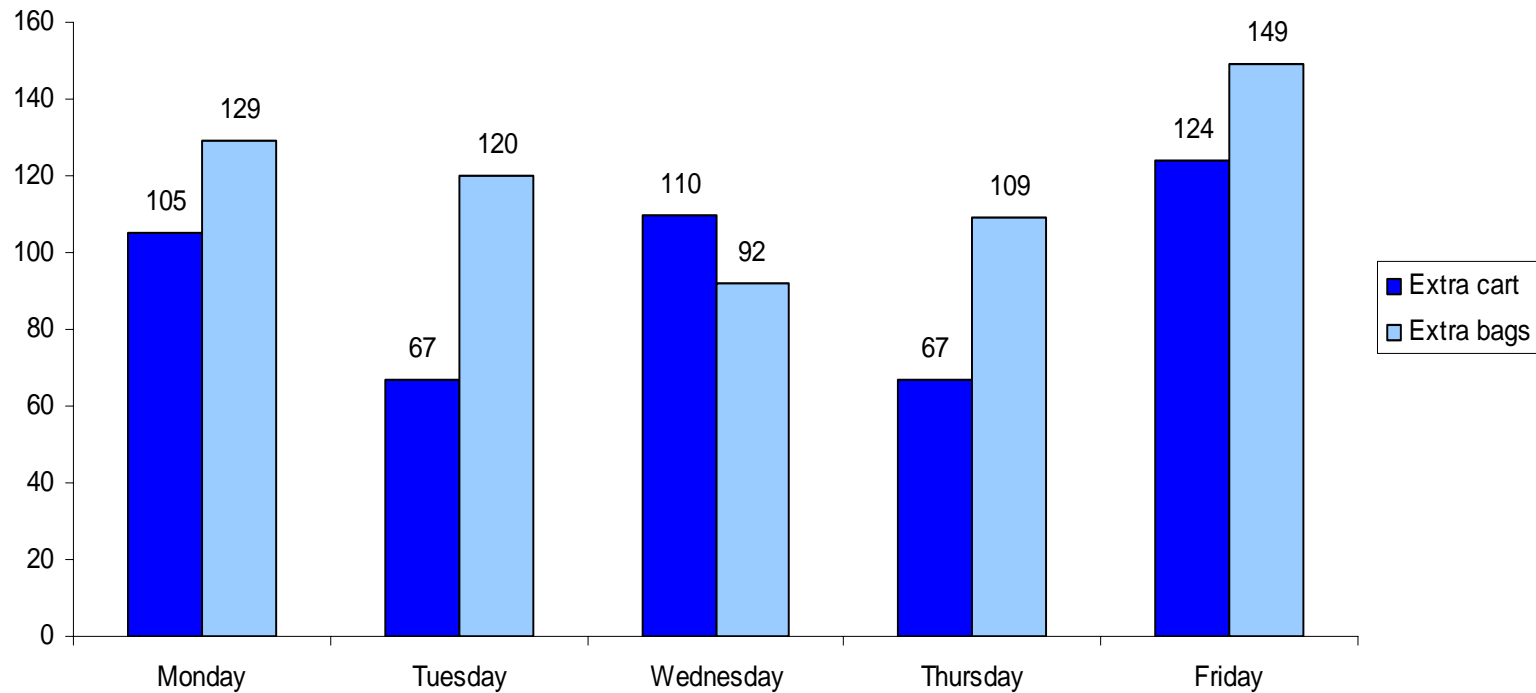
Did your cart hold your weekly household trash?



YES:

83%

If program expanded and there was an allowance for extra trash collection for a fee, how would you prefer to prepare the extra trash?



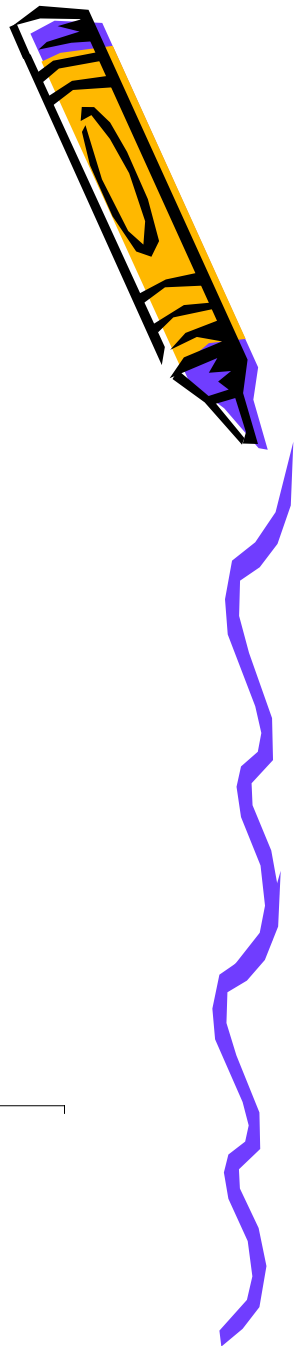
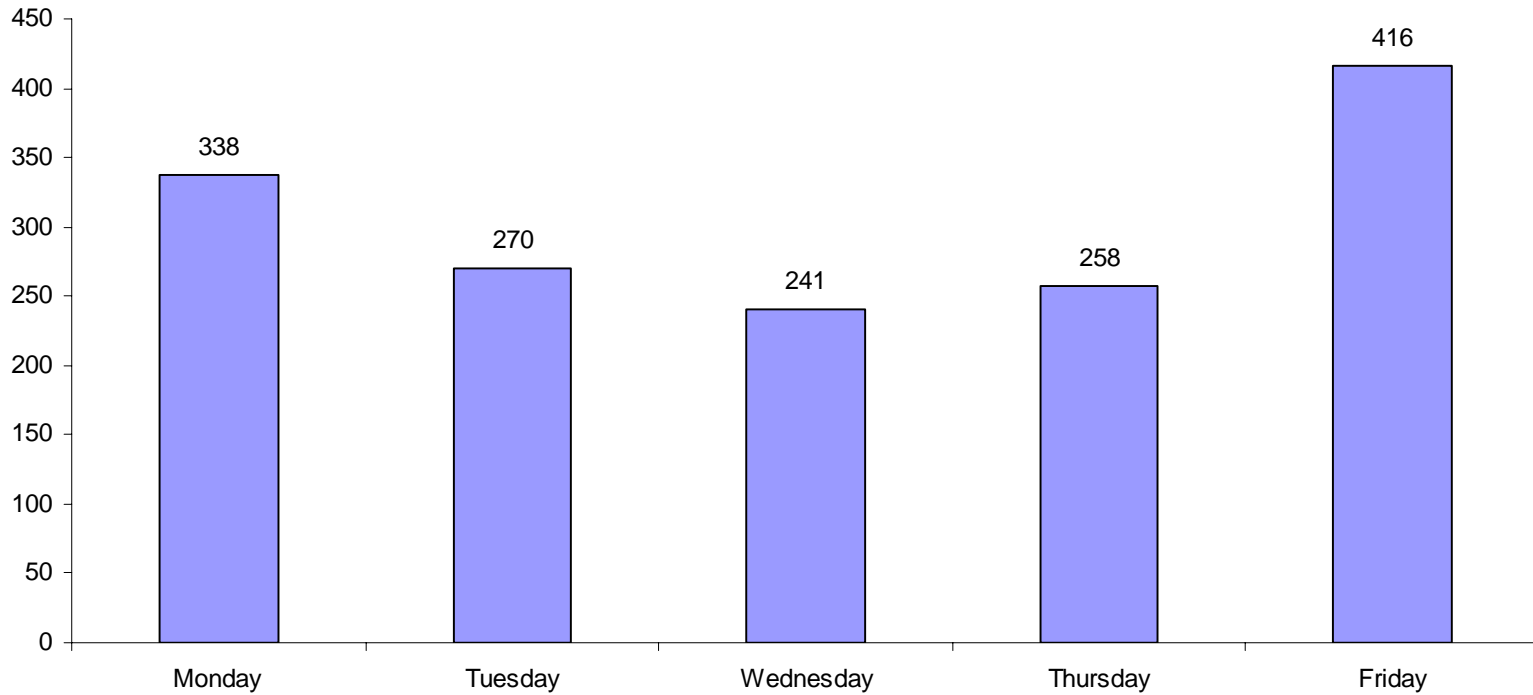
EXTRA BAGS:

56%

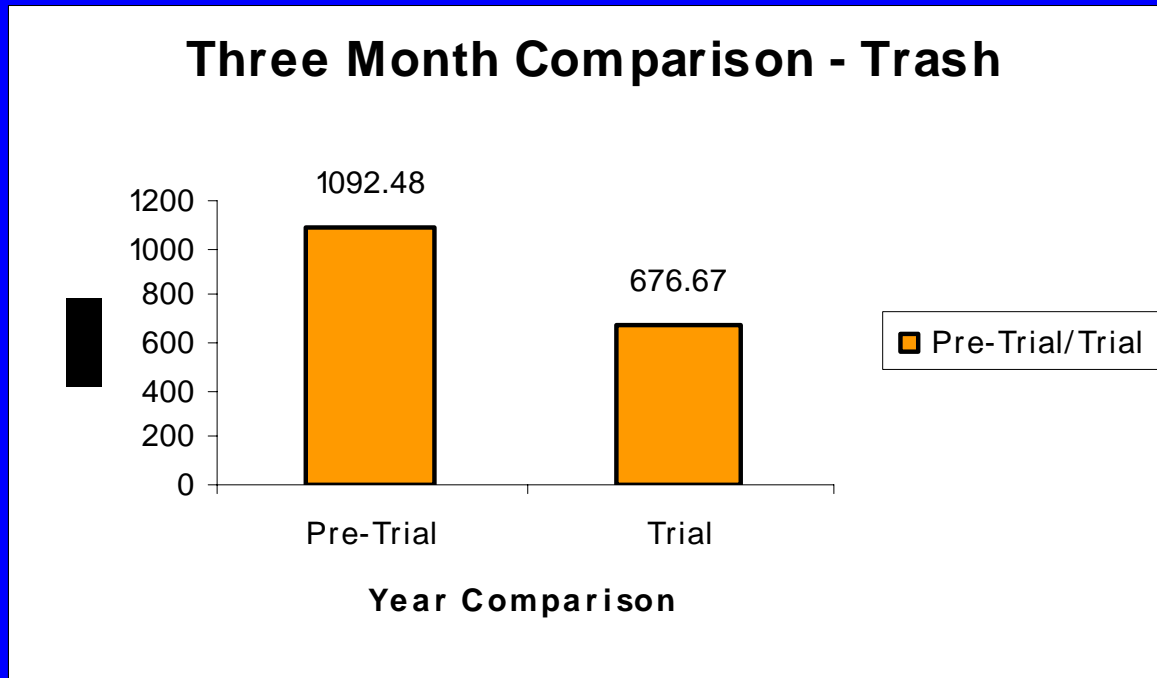
EXTRA CARTS:

44%

What is your trash collection day?



WHAT ABOUT TRASH REDUCTION (IN PILOT)?

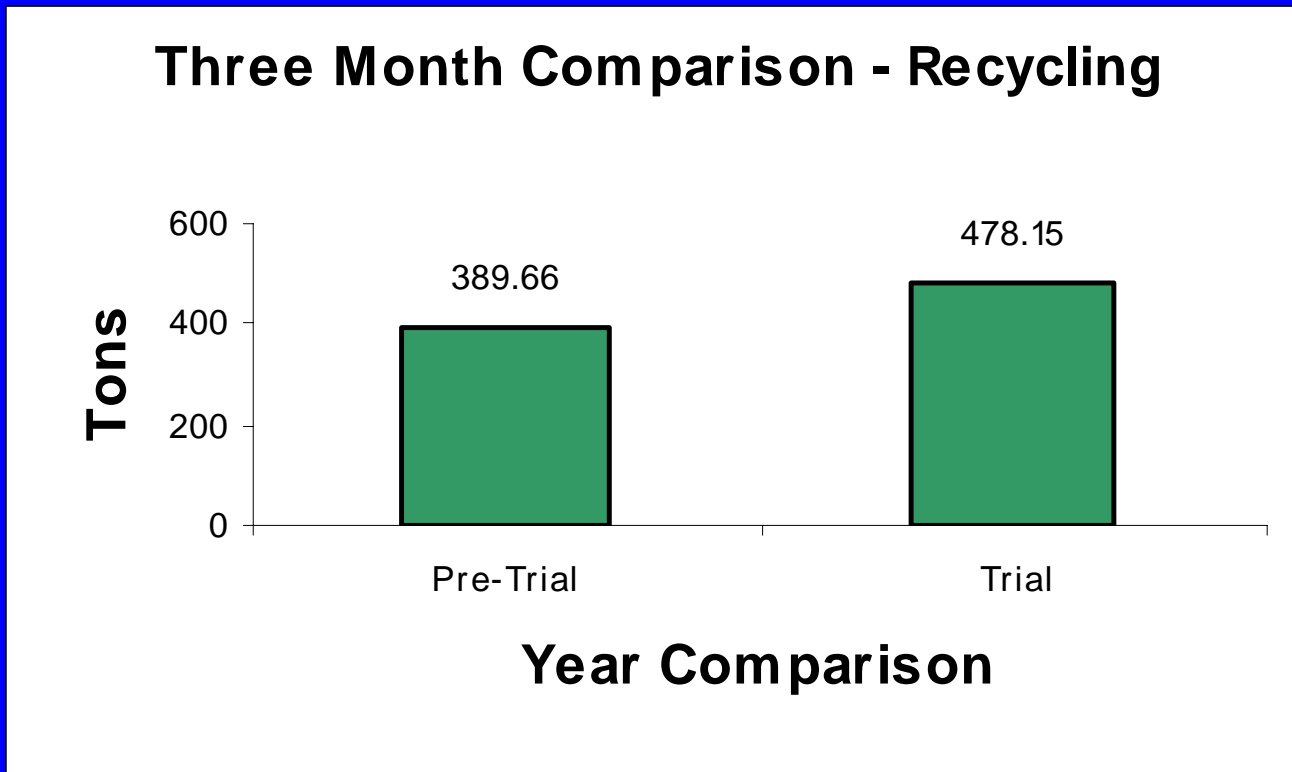


-38%

PRE-PILOT (NOV., DEC., JAN.) TOTAL: 1093 TON

DURING PILOT (NOV., DEC., JAN.) TOTAL: 677 TON

RECYCLING VOLUMES (IN PILOT):

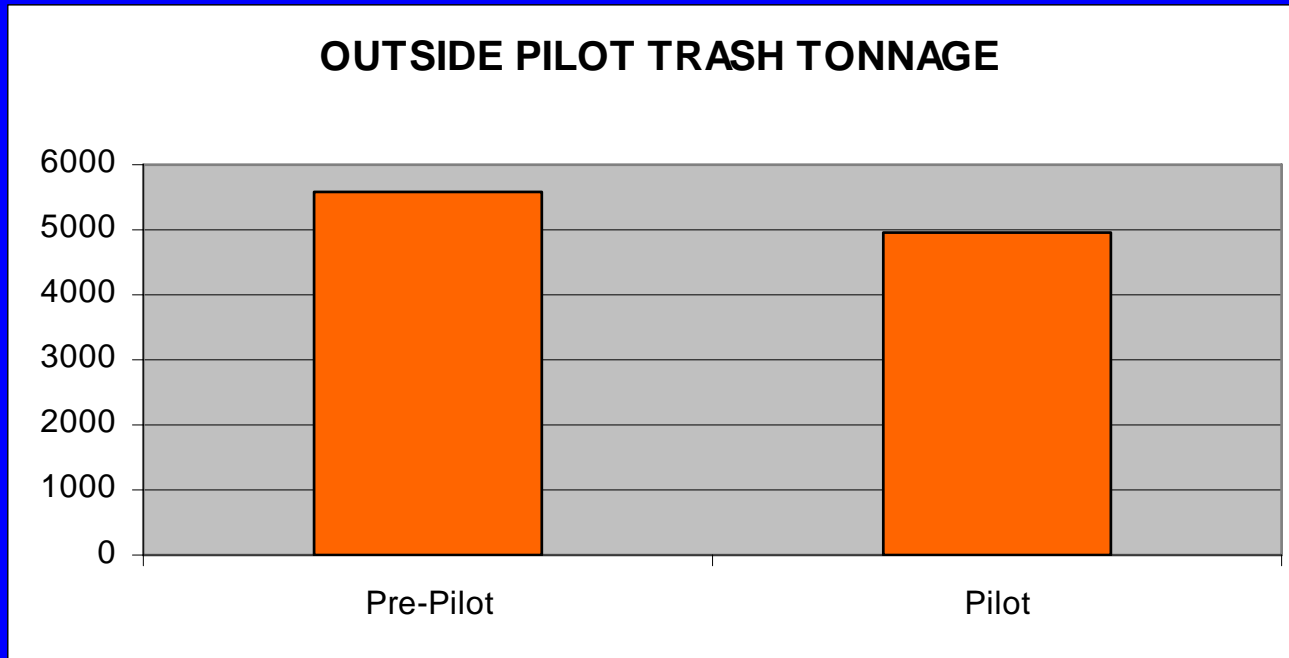


+23%

PRE-PILOT (NOV., DEC., JAN.) TOTAL: 390 TON

DURING PILOT (NOV., DEC., JAN.) TOTAL: 478 TON

WHAT IS THE ECONOMY AFFECT?



-11%

PRE-PILOT (NOV., DEC., JAN.) TOTAL: 5,591 TON

DURING PILOT (NOV., DEC., JAN.) TOTAL: 4,965 TON

OVERALL THOUGHTS ON THE SURVEY



THANK YOU FOR REQUESTING THE PILOT!

IT SHOWS THAT THE CITIZENS
ARE FIRMLY BEHIND THE PROGRAMS

SO WHAT'S THE PLAN?



UNANIMOUSLY
SUPPORTED
BY SOLID
WASTE
COMMISSION

IMPLEMENT AUTOMATED TRASH & AUTOMATED
SINGLE STREAM RECYCLING CITY-WIDE

SO WHAT'S THE PLAN CONT.'D?



UNANIMOUSLY
SUPPORTED
BY SOLID
WASTE
COMMISSION

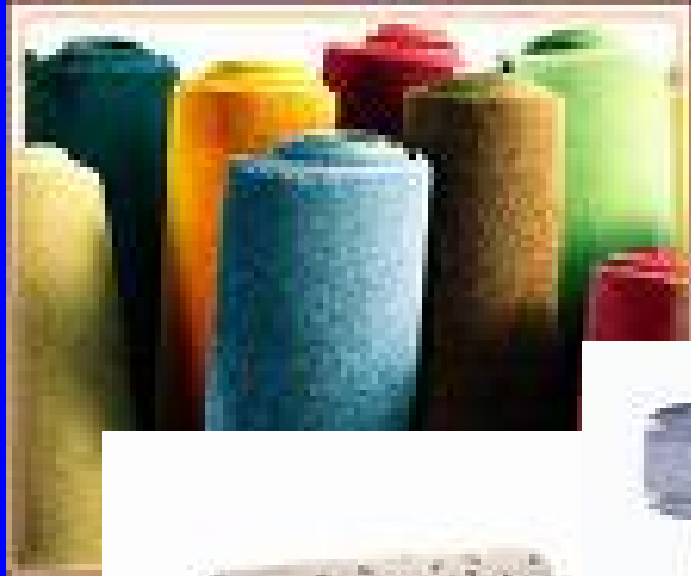
64 GAL. CART FOR TRASH

35 GAL. CART FOR TRASH IF REQUESTED

64 GAL. CART FOR RECYCLING

EXTRA 64 GAL RECYCLING CART IF WARRANTED
(NO CHARGE)

SO WHAT'S THE PLAN CONT.'D?



BULKY WASTE & CLEANOUTS

UNANIMOUSLY
SUPPORTED
BY SOLID
WASTE
COMMISSION



CALL AHEAD TO SCHEDULE PICKUP
(NO CHARGE)

WHAT TO DO ABOUT EXTRA TRASH?

REMEMBER THE NUMBERS!



SELL BAGS IN
NEIGHBORHOOD
STORES

UNANIMOUSLY
SUPPORTED
BY SOLID
WASTE
COMMISSION



YEARLY FEE
FOR AN
EXTRA CART

DID SWC RECOMMEND ANYTHING ELSE?

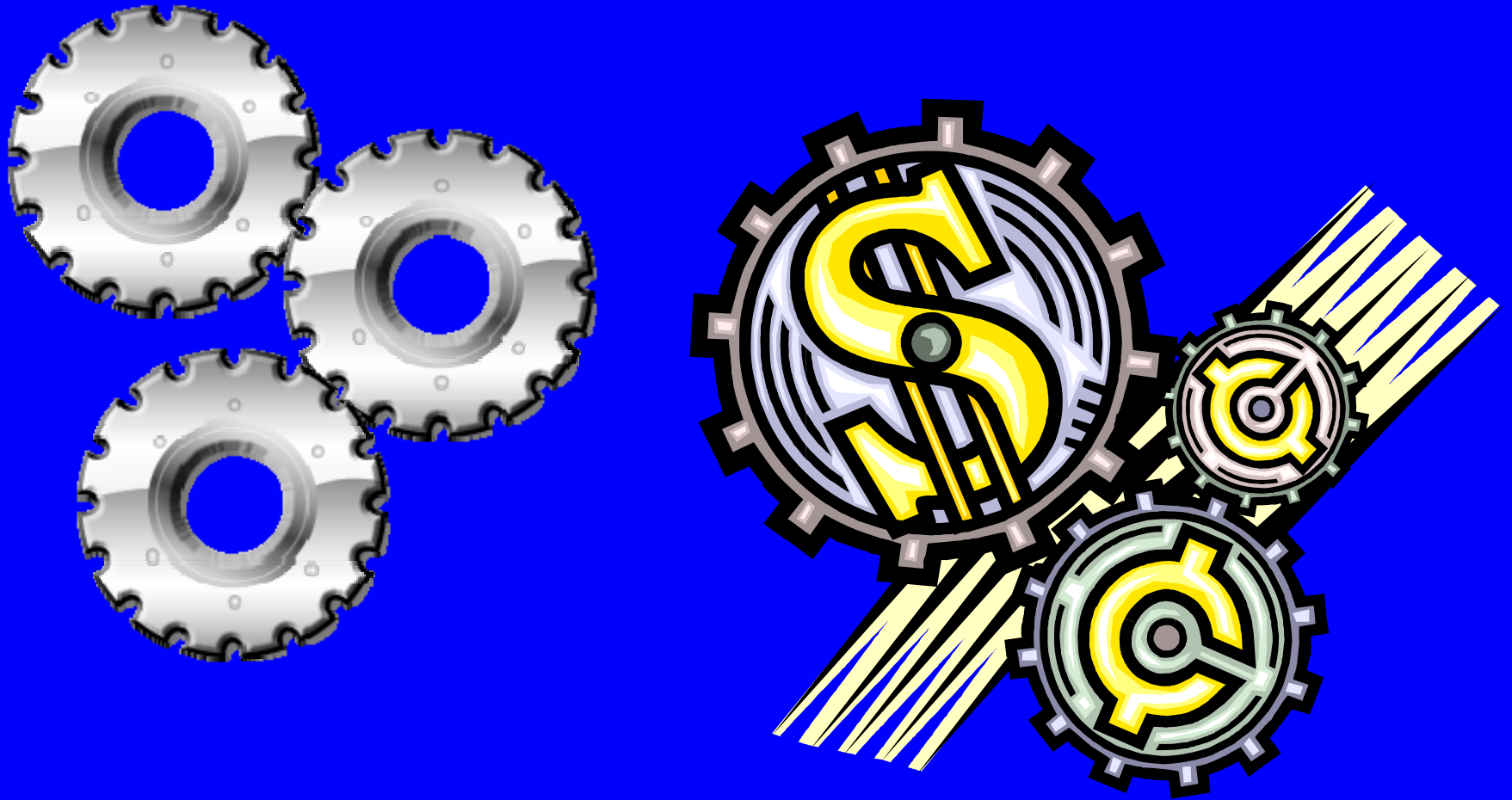


NEGOTIATE A 5 YEAR CONTRACT WITH WMI
BUT RESERVE THE RIGHT TO BID IF NEGOTIATIONS FAIL.

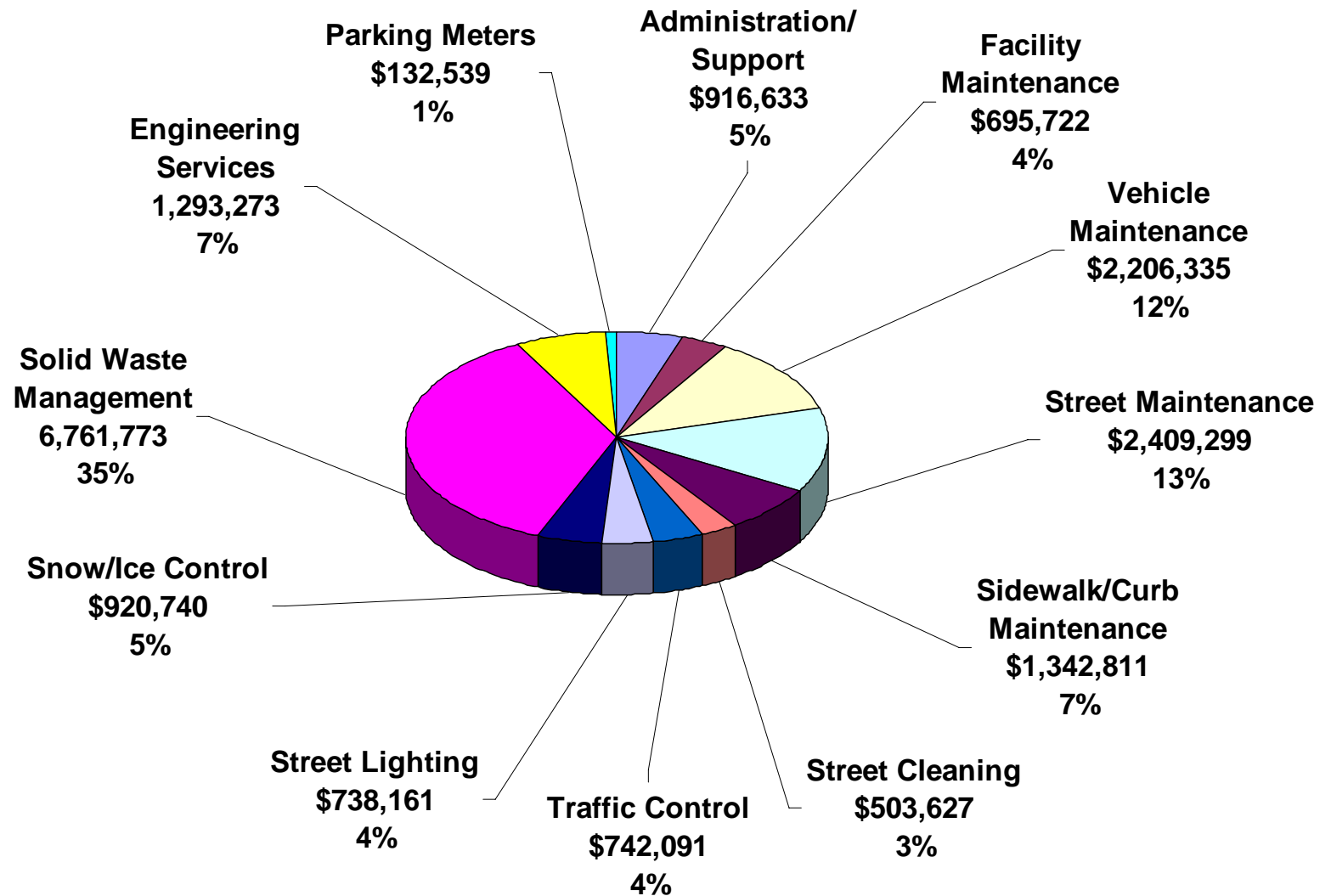
WHY?

- WMI knows us.
- Newton is a complicated community to learn.
- We have a 21 year successful relationship with WMI.
- The residents of Newton EXPECT good service.
- Trash and recycling missed pickups at .08% of a total 3,000,000 annual stops.
- Trash & rec. is one of the highest rated city provided services.
- WMI has deep resources when we need them.
- We CAN negotiate good pricing!
- If we do not negotiate with WMI we will not be able to take advantage of the potential FY10 savings.

LET'S SHIFT GEARS ...



...AND TALK SOME \$ AND CENTS



ENVIRONMENTAL AFFAIRS BUDGET

- FY'09 BUDGET - \$6,761,773
- FY'10 BUDGET -STATUS QUO, STAY
W/CURRENT CONTRACT- \$6,941,399
- DIFFERENCE: +\$179,626

+2.6%



ENVIRONMENTAL AFFAIRS BUDGET

- FY'09 BUDGET - \$6,761,773
- FY'10 BUDGET – STATUS QUO, STAY W/CURRENT CONTRACT - \$6,941,399
- FY'10 BUDGET – “IMPLEMENT CHANGES BUDGET” - \$5,865,777
- DIFFERENCE FROM '09 – -\$895,996
- DIFFERENCE FROM '10 “STATUS QUO” –

-\$1,075,622 -13% -15%



PLEASE NOTE:

- PREVIOUS BUDGETS ASSUME
A 7/1/09 START
- IF WE MOVE WE COULD BEGIN
ON 10/1/09
- EVERY MONTH PRIOR TO 10/1 THAT
PROGRAM IS IN EFFECT, SAVES:



\$90,000



ANOTHER NOTE:



COMPOSTING @ RUMFORD

COMPOSTING @ RUMFORD

- We currently compost up to 8,000 tons of material.
- We currently truck about 5,000 tons of residential yard waste to Norton.....



es composting the
thereby saving \$ and
ed compost material



“BLACK GOLD”

WHAT ARE OTHER CITIES DOING?

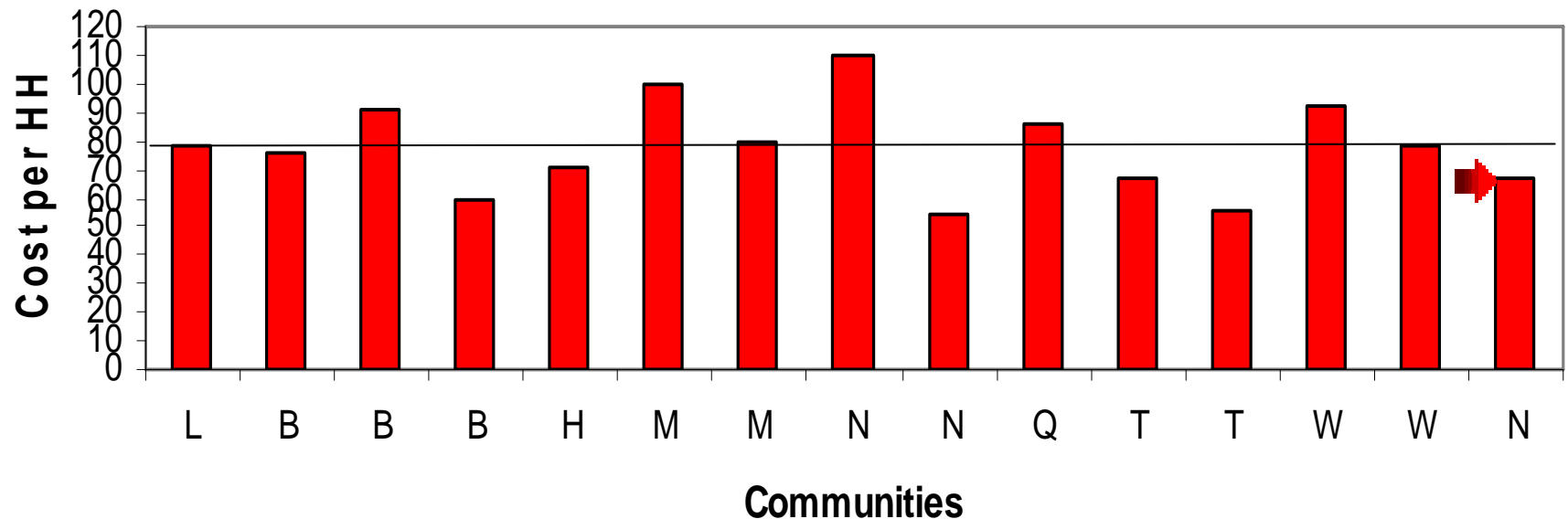
➤	Billerica	auto trash	2008	\$76 / hh	Allied+
➤	Braintree	man. trash	2008	\$91 / hh	Capital*
➤	Burlington	auto trash	2008	\$59 / hh	Allied+
➤	Holden	auto trash	2007	\$71 / hh	Casella
➤	Lexington	man. trash	2007	\$77 / hh	JRM
➤	Mansfield	auto trash	2007	\$100 / hh	WMI
➤	Middletown	auto/PAYT	2007	\$79 / hh	WMI
➤	Norwood	auto trash	2008	\$110 / hh	WMI
➤	North Attl.	man./PAYT	2008	\$54 / hh	WMI
➤	Quincy	man. trash	2008	\$86 / hh	Capital*
➤	Tewksbury	auto trash	2008	\$67 / hh	Allied+
➤	Tyngsboro	auto trash	2008	\$55 / hh	Allied+
➤	Watertown	man. trash	2008	\$92 / hh	Allied
➤	Weymouth	man. trash	2008	<u>\$78 / hh</u>	Capital*
➤	Average:			\$78 / hh	
➤	Newton Negotiations -			\$67/hh	WMI

WHAT ARE OTHER CITIES DOING?

➤ Billerica	man. / dual	2008	16%	\$62 / hh	Allied+
➤ Braintree	man. / ssr	2008	30%	\$48 / hh!!!	Capital*
➤ Burlington	man. / dual	2008	23%	\$82 / hh/bi	Allied+
➤ Holden	auto / ssr	2007		\$72 / hh/bi	Casella
➤ Lexington	man. / dual	2007		\$77 / hh	JRM
➤ Mansfield	auto / ssr	2008	53%	\$58 / hh	WMI
➤ Middletown	auto/ssr	2007		\$71 / hh	WMI
➤ Norwood	auto / ssr	2008		\$56 / hh/bi	WMI
➤ North Attl.	auto / ssr	2008	30%	\$44 / hh	WMI
➤ Quincy	man. / ssr	2008	21%	\$28 / hh!!!	Capital*
➤ Tewksbury	man. / dual	2008	12%	\$74 / hh/bi	Allied+
➤ Tyngsboro	man. / dual	2008	33%	\$126 / hh/bi	Allied+
➤ Watertown	man. / dual	2008	20%	\$26 / hh	Allied
➤ Weymouth	man. / ssr	2008	24%	<u>\$54 / hh/bi</u>	Capital*
➤ Average:				\$63 / hh	
➤ Newton Negotiations -				\$54/hh	WMI

WHAT ARE OTHER CITIES DOING?

Community Trash Collection/Haul Comparison
Per HH

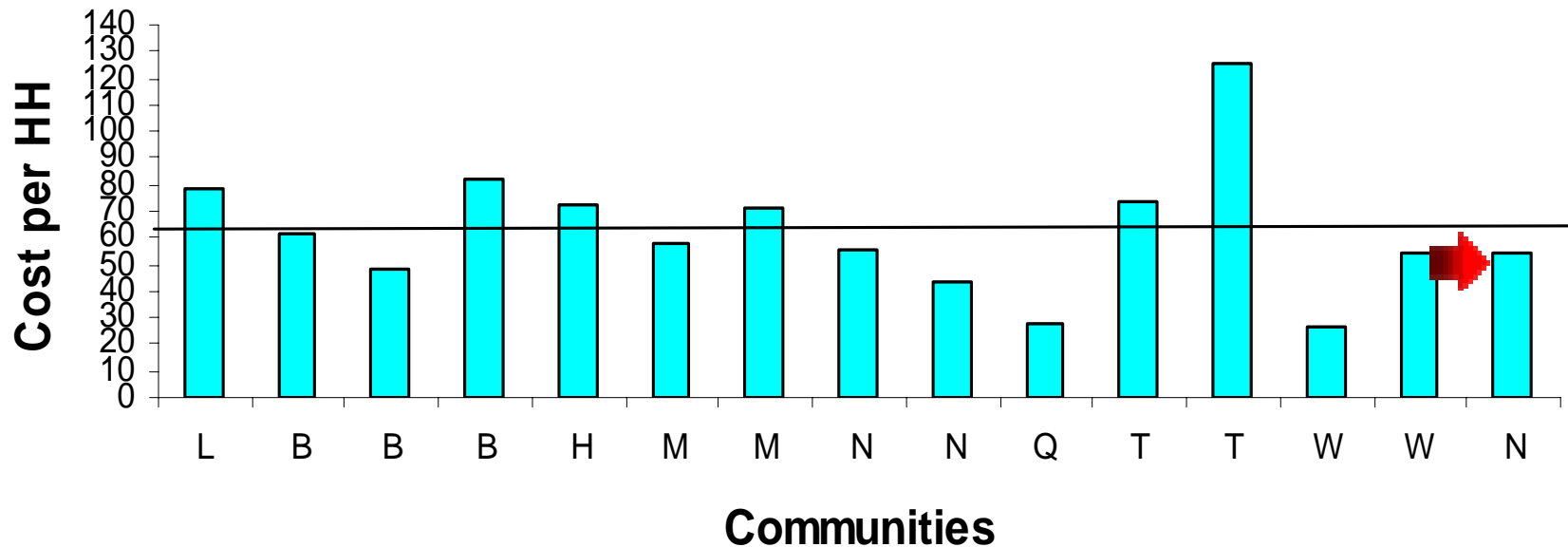


Avg. - \$78/hh

Newton - \$67/hh

WHAT ARE OTHER CITIES DOING?

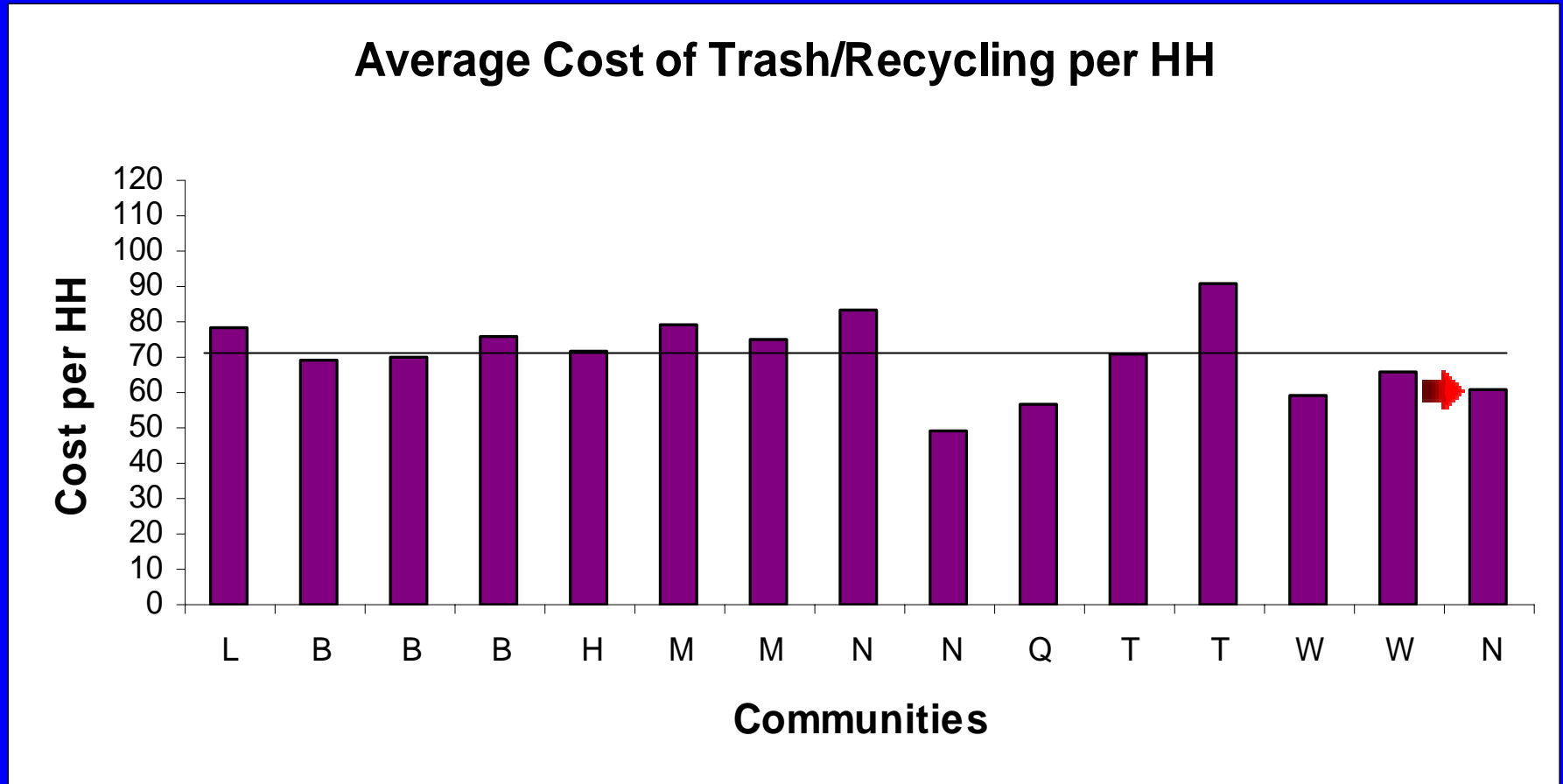
**Community Recycling Collection/Haul Comparison
Per HH
(Adjusted to Weekly)**



Avg. - \$63/hh

Newton - \$54/hh

WHAT ARE OTHER CITIES DOING?



Avg. - \$71/hh

Newton - \$61/hh

SO TO WRAP UP!

- 1) The trial is working!
- 2) Great response to our survey!
- 3) 91% overall satisfaction with automated trash!
- 4) 95% overall satisfaction with s.s. recycling!
- 5) Have options for people with extra trash.
- 6) Option for smaller cart size.
- 7) 38% reduction in trash volume!
- 8) 23% increase in recycling!
- 9) \$1.1 million in budget savings next year!
- 10) More efficiently handle our compost!

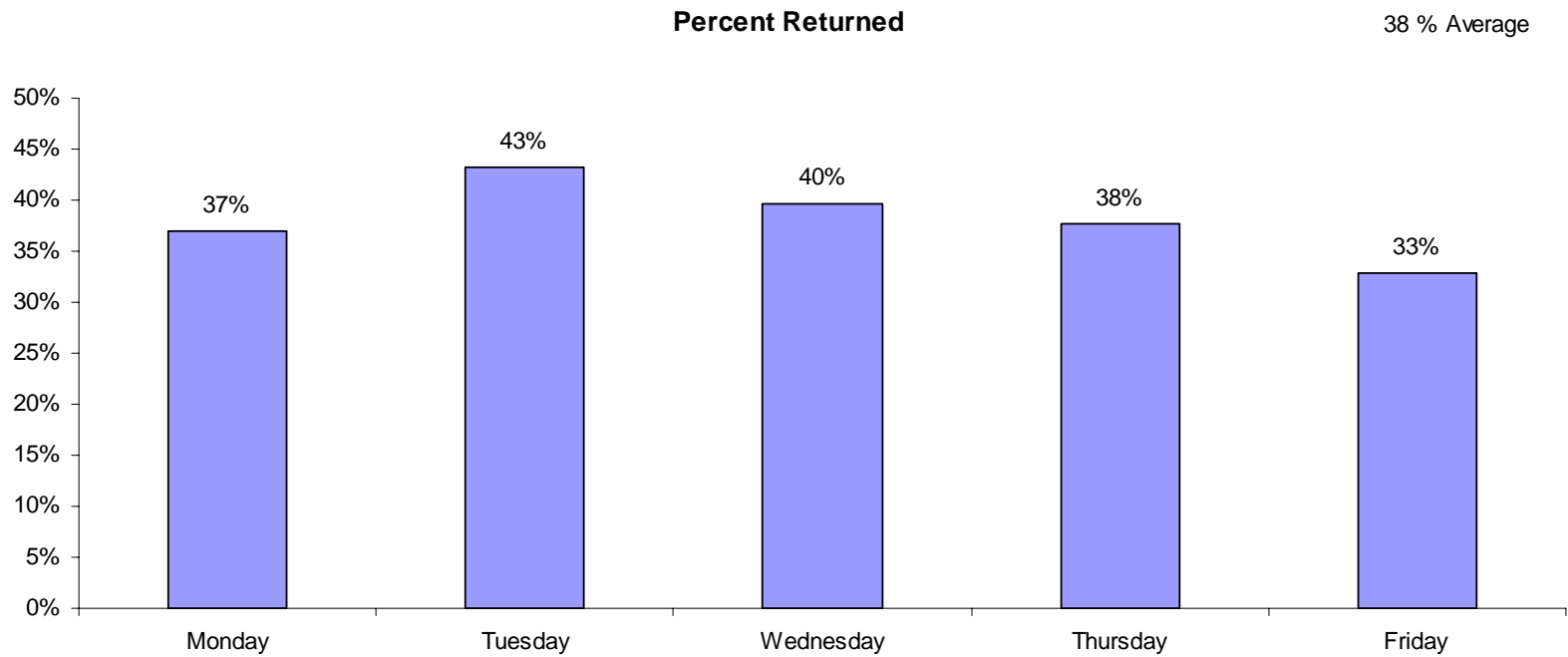


SO WE ASK, PLEASE SUPPORT OUR PROGRAM!!!!

THANK YOU!



Percent returned by day



TRASH CARTS

Principal	Term	Interest
2,560,250	10.00	3.50%

Year		Principal Payment	Interest Payment	Total
1.00	2,560,250	256,025	89,609	345,634
2.00	2,304,225	256,025	80,648	336,673
3.00	2,048,200	256,025	71,687	327,712
4.00	1,792,175	256,025	62,726	318,751
5.00	1,536,150	256,025	53,765	309,790
6.00	1,280,125	256,025	44,804	300,829
7.00	1,024,100	256,025	35,844	291,869
8.00	768,075	256,025	26,883	282,908
9.00	512,050	256,025	17,922	273,947
10.00	256,025	256,025	8,961	264,986
		2,560,250	492,848	3,053,098

assumes cost of totter = 47.50

of totters = 53,900.00

#58-09
#58-09

City of Newton



DEPARTMENT OF PUBLIC WORKS

OFFICE OF THE COMMISSIONER

1000 Commonwealth Avenue
Newton Centre, MA 02459-1449

David B. Cohen
Mayor

TO: Honorable Board of Alderman

THRU: Honorable David B. Cohen, Mayor
Sanford Pooler, Chief Administrative Officer

FROM: Thomas E. Daley, P.E., Commissioner *td*

RE: Five Year Trash Contract

DATE: March 6, 2009

09 MAR -6 PM 3:12
CITY CLERK
NEWTON, MA 02159

Dear Board Members:

During Wednesday evening's discussions in front of the Public Facilities Committee, the following additional information was requested:

- 1) A copy of the presentation (attached, pgs. 1-18).
- 2) Copies of any other pertinent survey questions (attached at end of presentation, pg. 18).
- 3) Copy of the trash cart bonding schedule (attached, pg. 19).
- 4) An analysis of the proposed program budget scenario, which includes the bonding for the carts. Alderman Colletti previously had also mentioned the value of the contract though its life. Therefore, we prepared a "status quo scenario" verse the "new program scenario" budget analysis from FY10 through FY 15 (see attachments "A-1" through "A-2"), which included the carts. This attachment should address both comments. Attachment "A-3" is a graph illustrating the difference in the two scenarios. Please note that the "new program scenario" assumes a 10/1/09 start, so that is why it doesn't reflect exactly the number discussed and presented in the presentation, which was based on a full year savings.
- 5) A draft copy of the proposed contract is attached thereafter.

I hope this information is helpful. Thank you for your support and should you have any additional questions or concerns, please feel free to contact me.

Thank you.

cc: D. Turocy, Deputy Commissioner
E. Gentile, Director of Environmental Affairs

3/6/09

"STATUS QUO SCENARIO"

	FY 09	FY 10	FY 11	FY 12	FY 13	FY 14	FY 15
Trash Collection	\$2,356,000	\$2,356,000	\$2,544,508	\$2,633,565	\$2,725,740	\$2,821,141	\$2,919,881
Rolloffs	\$82,492	\$50,000	\$51,000	\$52,000	\$53,000	\$54,000	\$55,000
Rec. & YW Collection	\$1,911,202	\$1,975,417	\$2,540,864	\$2,629,795	\$2,721,838	\$2,817,102	\$2,915,700
Recycling Processing	\$90,640	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000
Trash Disposal (Wheelabrator)	\$1,980,968	\$2,059,000	\$1,968,840	\$2,027,905	\$2,088,742	\$2,151,405	\$2,215,947
Other non-collection contract items (staff, exp., overhead, etc.)	\$340,471	\$384,500	\$391,590	\$398,822	\$406,198	\$413,722	\$421,397
Total Budget:	\$6,761,773	\$6,904,917	\$7,576,802	\$7,822,087	\$8,075,518	\$8,337,369	\$8,607,925

"STATUS QUO SCENARIO" ASSUMPTIONS:

Trash & Recycling FY09 numbers from current contract and budget.

Trash & Recycling FY10 numbers from current contract.

Trash & Recycling FY11 thru FY 15 numbers from manual collection cost per household from comparative communities plus a 3.5% escalator per year.

Scenario includes a 10% trash reduction due to the economy.

A-1

3/6/09

"NEW PROGRAM SCENARIO"

****Scenario assumes 10/1/09 start date.

	FY 09	FY 10	FY 11	FY 12	FY 13	FY 14	FY 15
Trash Collection	\$2,356,000	\$1,936,300	\$1,832,328	\$1,905,621	\$1,981,846	\$2,061,120	\$2,143,565
Rolloffs	\$82,492	\$50,000	\$51,000	\$52,000	\$53,000	\$54,000	\$55,000
Rec. & YW Collection	\$1,911,202	\$2,017,854	\$2,174,640	\$2,261,626	\$2,352,091	\$2,446,174	\$2,544,022
Recycling Processing	\$90,640	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000
Trash Disposal (Wheelabrator)	\$1,980,968	\$1,595,725	\$1,480,276	\$1,524,530	\$1,570,408	\$1,617,504	\$1,664,600
Other non-collection contract items (staff, exp., overhead, etc.)	\$340,471	\$431,077	\$439,124	\$447,306	\$455,653	\$464,166	\$472,849
Trash carts	\$0	\$0	\$345,634	\$336,673	\$327,712	\$318,751	\$309,790
Total Budget:	\$6,761,773	\$6,110,956	\$6,403,002	\$6,607,756	\$6,820,710	\$7,041,715	\$7,269,826

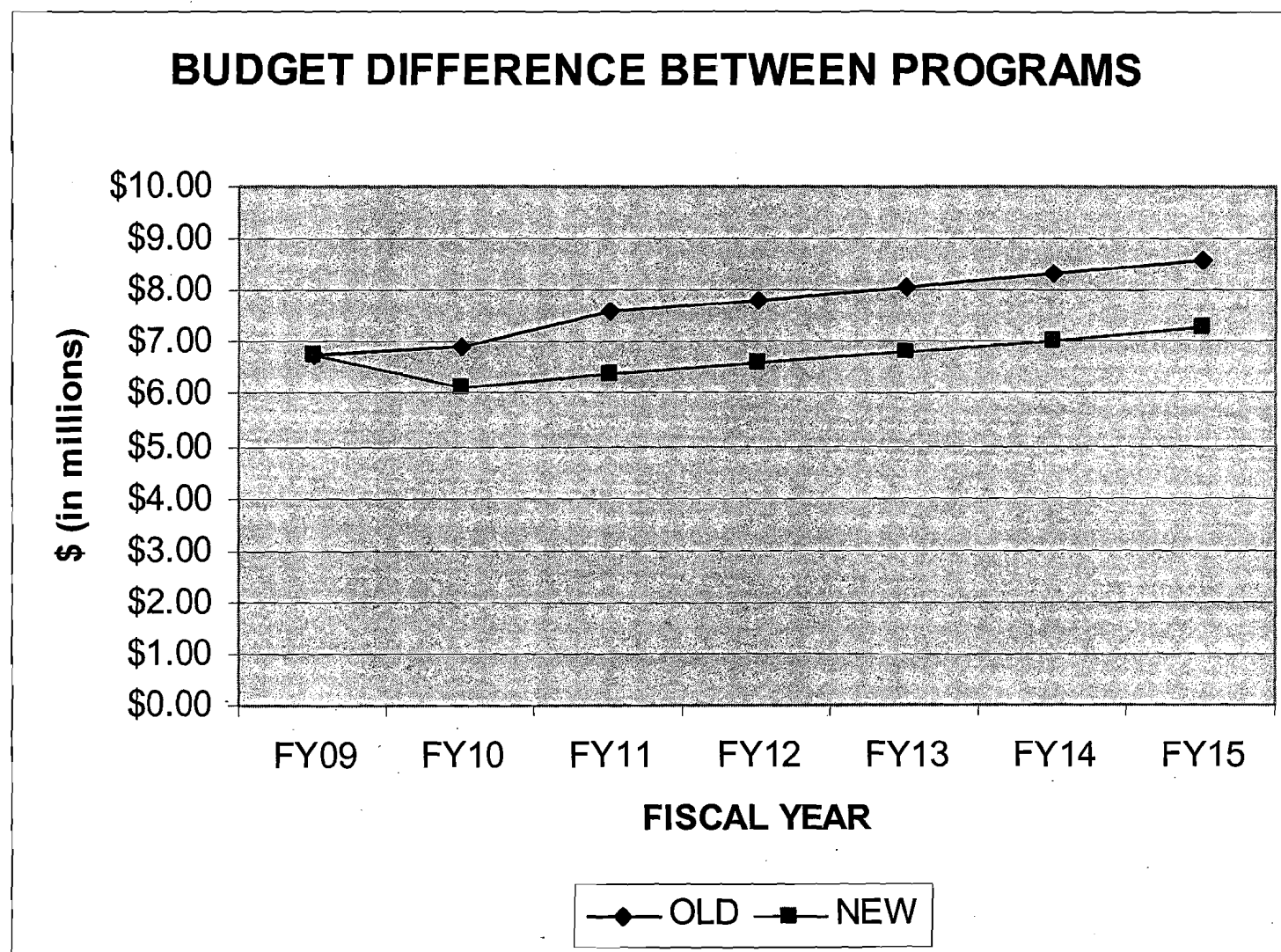
"NEW PROGRAM SCENARIO" ASSUMPTIONS:

Trash & Recycling FY09 numbers from current contract and budget.
 Trash & Recycling FY10 thru FY15 numbers from negotiated contract.
 Scenario includes a 30% trash reduction due to the programs and the economy.

DIFFERENCE BETWEEN PROGRAMS:

	FY 09	FY 10	FY 11	FY 12	FY 13	FY 14	FY 15
Difference:	\$0	\$793,961	\$1,173,800	\$1,214,331	\$1,254,808	\$1,295,654	\$1,338,099

A-2



Note: Total estimated budget savings value:

\$7,100,000

DRAFT 3/6/09
CONFIDENTIAL



CONTRACT L - _____

**SOLID WASTE COLLECTION AND HAUL
AND
SINGLE STREAM RECYCLING
AGREEMENT**

BETWEEN

WASTE MANAGEMENT OF MASSACHUSETTS, INC.

AND THE

CITY OF NEWTON

-----, 2009

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**AGREEMENT FOR COLLECTION AND HAUL OF SOLID WASTE
AND
SINGLE STREAM RECYCLING**

BETWEEN

THE CITY OF NEWTON AND WASTE MANAGEMENT OF MASSACHUSETTS, INC.

THIS COLLECTION AND HAUL AGREEMENT dated _____ 2009, between Waste Management of Massachusetts, Inc. a Massachusetts corporation duly organized and existing under laws of the State of with a business address of 4 Liberty Lane West, Hampton, NH 03842 together with its successors and permitted assigns hereunder, (hereinafter "WMMA" or "Contractor"), and the City of Newton, together with its successors or assigns hereunder, a municipal corporation and political subdivision of the Commonwealth of Massachusetts, acting through its Commissioner of Public Works, but without personal liability to him, with a business address of 1000 Commonwealth Avenue, Newton, MA 02459, together with its permitted assigns hereunder, (hereinafter "City" or "Newton") witnesses as follows:

WHEREAS, WMMA has expertise and ability to provide curbside collection and haul of acceptable solid waste and has presented an offer for a five (5) year contract; and

WHEREAS, the City is responsible for planning and providing for the collection, haul, processing and disposal of solid waste generated and present within its boundaries and is authorized to enter into contracts to carry out such responsibility; and

WHEREAS, the City desires to enter into an Agreement with WMMA that will result in the automated collection and haul and ultimate disposal of solid waste and single stream recycling from within City boundaries, and

WHEREAS, WMMA offers its collection and haul services to City to ultimately transport for disposal certain quantities of residential and municipal Acceptable Wastes, and

NOW, THEREFORE, in consideration of the promises and of mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, and for other good

and valuable consideration the receipt and adequacy of which is hereby acknowledged the parties do hereby promise and agree as follows:

ARTICLE I

Definitions and Interpretation

SECTION 1.01 Definitions. The following words and terms shall, for all purposes of this Contract, have the following meanings, unless the context clearly indicates a different meaning or intent:

“Acceptable Waste” means all household (including occasional non-hazardous inmixed commercial) and non-hazardous municipal waste of the type currently generated or present within the corporate boundaries of Newton and now currently collected and disposed of on behalf of Newton, including materials set out specifically for recycling. Acceptable Waste may include ferrous and nonferrous metals, food and other constituents that normally appear in residential trash, automotive tires (2 per week without rims), but not including explosives and ordnance materials, pathological waste, radioactive waste, hazardous waste, oil, mercury, cesspool or other human or animal waste, human and/or animal remains, motor vehicles and parts, large machinery or any type or kind of Hazardous Material as defined herein, or materials deemed “Waste Ban” items by the Massachusetts Department of Environmental Protection.

“Affiliate” with respect to any person, corporation, firm or entity, any person, corporation, firm, or entity which directly or indirectly, controls or is controlled by or is under common control of such person, corporation, firm or entity.

“Agreement” means this Agreement between WMMA and the City.

“Bulky Waste” means items too large to fit into standard City issued Automated Collection Cart capable of being accepted at the designated disposal site and of a size and weight that can be reasonably lifted by two employees and placed in a standard rear-load packer vehicle. Said items shall include but not be limited to household furniture but shall exclude metal household appliances (white goods), CFC containing devices, CRT's or other waste ban items.

“Change in Law” means any event or condition occurring after the Effective Date of this Agreement which has a material adverse or positive effect on WMMA’s or City’s ability to perform its obligations under this Agreement, if such event or condition is beyond the reasonable control, and not the result of willful or negligent action or lack of reasonable diligence on the part of the party relying thereon as justification for not performing any obligation or complying with any condition required of such party under this Agreement.

(a) the adoption, promulgation, issuance, modification or official change in interpretation after January 1, 2009 of any federal, state, or local law, regulation, rule, requirement, ruling or ordinance, unless such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal, state or local government body, administrative agency or governmental official having jurisdiction, provided that any increase in minimum wage rates or schedules is not a Change in Law;

(b) the order and/or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the party relying thereon, provided that the contesting in good faith of any such order and/or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of such party; or

(c) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization, or approval legally necessary and essential to the performance of collection and haul obligations under this Agreement, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the non-performing party, provided that the contesting in good faith of any such suspension, termination, interruption or failure of renewal shall not be construed as willful or negligent action or a lack of reasonable diligence of such non-performing party.

“City” City of Newton, Massachusetts, acting through its Mayor or his/her designee.

“City Acceptable Waste” is the Acceptable Waste collected and generated by the City of Newton.

"Collection Fee" means, with respect to each service year, the fee to be paid to WMMA for the collection and haul of Acceptable Waste.

"Collection Route" the schedule of streets and locations from which Acceptable Waste is to be collected during a particular day of the work week. Each collection route shall permit the collection, transport and disposal of approximately 1/5 of the total amount of Acceptable Waste typically collected during the work week.

"Commencement Date" 12:01 AM local time on _____, 2009.

"Commonwealth" the Commonwealth of Massachusetts.

"Daily or Operating Day" any day of the week other than a Sunday, a Saturday (when a holiday falls on a working day), legal holiday, or as directed by the Commissioner of Public Works.

"Disposal" disposing of trash in a legal manner at the permitted location of Wheelabrator Millbury Inc. with a business address of 331 Southwest Cutoff Road, Millbury, MA 01527 ("WMP".)

"Effective Date" _____, 2009.

"Escalator Factor" or **"CPI"** means the Consumer Price Index as published by the United States department of Labor, Bureau of Labor Statistics, United States for all urban consumers, Boston-Brockton-Nashua, or a mutually agreed upon index if such index is no longer published.

"Force Majeure Event" any event or condition having, or which may reasonably be expected to have a material adverse effect on the Contractor or Newton or on the Contractor or Newton's ability to perform pursuant to this Agreement and not the result of willful or negligent action or lack of reasonable diligence, of the party relying thereon as justification for not performing (the Non-Performing Party) any obligation or complying with any condition required of such party under this Agreement. The foregoing provisions shall not be construed to require that the Non-Performing party observe a higher standard of conduct than that required by the usual and customary standards of the industry or other field of activity in question, as a condition of

claiming the existence of a Force Majeure Event. Such events or conditions may include, but shall not be limited to, circumstances of the following kind:

(1) a Change in Law, an act of God, epidemic, landslide, lightning, earthquake, hurricane, fire, explosion, storm, flood, or similar occurrence, an act of war, blockade, insurrection, riot, civil disturbance or similar occurrences or physical damage caused directly or indirectly by Unacceptable Waste unless knowingly accepted by WMMA; or

(2) A strike, lockout, work slowdown, or similar industrial or labor action which affects, impacts or impedes the ability to receive acceptable waste at the Millbury disposal facility or the Shrewsbury Landfill.

"Hazardous Materials" material addressed by regulations adopted by the United States Environmental Protection Agency, pursuant to the Resource Conservation Recovery Act of 1976, as amended.

"Legal Holiday" the following days: New Years, Martin Luther King, Presidents , Patriots, Memorial, Independence, Labor, Columbus, Veterans, Thanksgiving, Christmas and any other such legal holiday that may be declared during the duration of this Agreement. If a legal holiday falls on a Sunday but celebrated on Monday by the City of Newton, the collection will follow a holiday collection schedule.

"Month" calendar month.

"Public Works Commissioner" the Commissioner of Public Works for the City of Newton or his/her designee. The Public Works Commissioner or his/her designee shall act as Newton's representative in all matters relating to the services to be performed by the Contractor under the provisions of this Agreement.

"Recyclable Materials" recyclable residential and municipal waste generated or present within the corporate boundaries of Newton consisting of: paper including cardboard, glass and plastic bottles, metal cans, leaf and yard waste, or any other material that may be deemed recyclable by the Department of Environmental Protection, or successor agency.

“Residential Collection and Haul” the curbside collection of Acceptable Waste generated by the households of Newton, the collection of Acceptable Waste from specified residential/municipal dumpster containers, and the direct transport of the collected waste to the Site as of the effective date of this Agreement.

“Service Year” a twelve-month (12) period, beginning the first day of the month of July of one calendar year and extending through the last day of the month of June of the next calendar year (or a lesser time pro rata in the event of termination prior to the conclusion of the full service year), during which collection and haul services are provided to Newton by the Contractor pursuant to this Agreement.

“Single Stream Recycling” recyclable (commingled, paper, etc.) materials placed in one container for recycling.

“Site” the place to which Newton shall cause waste to be delivered by Contractor. The current Site is WMI-Millbury, Massachusetts unless changed in accordance with this Agreement.

“Unacceptable Waste” includes explosives and ordnance materials, pathological waste, radioactive waste, hazardous waste, mercury, cesspool or other human or animal waste, highly flammable substances, human and/or animal remains, motor vehicles and parts, large machinery, waste oils, any type or kind of Hazardous Material as defined herein or materials deemed “Waste Ban” items by the Massachusetts Department of Environmental Protection, construction or building materials including earth, stone, cement and gravel, and any other debris left from work performed in residences including castings, sheetrock, plaster, lumber, doors and windows; leaf and yard waste including sod, landscaping and tree debris such as tree stumps, plastic bags, unmarked plastic, windows, light bulbs, dishes, foam packaging of any kind.

“Waste” any waste, by-pass waste, or waste residue ordinarily collected, hauled and delivered to or handled by WMI –Millbury, Massachusetts.

“Waste Ban Items” are prohibitions according to 310 CMR 19.017 on the disposal and transfer of certain toxic and/or recyclable items: glass, metal and plastic containers; paper, including cardboard; leaf and yard waste; asphalt pavement, brick, concrete, metal, wood (except as

disposed at combustion facilities), certain batteries, white goods, cathode ray tubes (TV and computer monitors), and tires (except as disposed at combustion facilities).

SECTION 1.02 Interpretation. The words "herein", "hereby", and "hereof" and such general terms of reference as may be utilized in this Agreement shall pertain to this Agreement as a whole, including any exhibits, attachments, schedules or annexed material forming part of this Agreement and referenced in it. The singular of any term defined in this Agreement shall encompass the plural and the plural the singular, unless the context indicates otherwise.

ARTICLE II

Representations

SECTION 2.01 Representations of Newton. Newton makes the following representations as the basis for the undertakings on the part of WMMA herein contained:

(a) Newton is a municipal corporation and political subdivision of the Commonwealth of Massachusetts, duly created and existing under and pursuant to the Constitution and laws of the Commonwealth;

(b) Newton has full power and authority to enter into this Agreement, to carry out the transactions contemplated by this Agreement and to perform its obligations under this Agreement.

(c) Newton has by proper action duly authorized the execution and delivery of this Agreement.

SECTION 2.02 Representation of WMMA. WMMA makes the following representations as the basis for the undertakings on the part of Newton herein contained:

(a) WMMA is a Massachusetts corporation duly organized, validly existing and in the good standing under the laws of the Commonwealth of Massachusetts and is in the business of collecting and hauling municipal solid waste;

(b) WMMA has the authority and legal capacity to enter into this Agreement and

perform its obligations hereunder in accordance with the terms of this Agreement;

(c) The execution, delivery and performance by WMMA of this Agreement and transactions contemplated thereby, are within its corporate powers, have been duly authorized by all necessary corporate and other action and do not and will not

(i) violate any provision of its incorporation papers or bylaws, as amended to date or of any securities issued by WMMA;

(ii) constitute or result in a breach of or default under or conflict with any statute or other law, or any order, judgment, award, decree, regulation, ruling or requirement of any court or other tribunal, or any arbitrator or of any governmental or administrative authority, commission or agency, or any indenture, agreement, lease, instrument or other undertaking, to which WMMA or its associates, affiliates or related entities is a party or by which it or its property or assets may be bound or affected;

(d) This Agreement constitutes a legal, valid and binding obligation of WMMA, enforceable against WMMA in accordance with its terms.

SECTION 2.03 Mutual Covenant. The parties covenant, as a condition of each other's obligations to exercise all and every prudent effort to develop and implement necessary long-term strategies to eliminate, avoid or mitigate any possible events of Force Majeure, Change in Law or other events which would increase costs in any way for the other party.

ARTICLE III

Agreement

SECTION 3.01 Agreement. WMMA agrees to, at its own expense, perform all the work and furnish all vehicles, equipment, and labor for collecting and transporting all of the Acceptable Waste and Single Stream Recycling collected within the City of Newton during the term of this Agreement, all in accordance with the terms and provisions of this Agreement and in a proper, thorough and workmanlike manner, and to the satisfaction of the Public Works Commissioner or his/her designee, whose decision as to matters pertaining to the fulfillment of this Agreement shall be conclusive.

ARTICLE IV

Term of Agreement

SECTION 4.01 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall continue through June 30, 2015 (unless this Agreement is earlier terminated as provided herein).

This Agreement is subject to annual appropriation of funds and may be cancelled at the City's sole option at any time if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year.

ARTICLE V

Automated Trash Collection; Additional Collections; Bulk Items;

Automated Single Stream Recycling; Yard Waste, Roll-Offs; Revenue/Cost

SECTION 5.01 Automated Collection - Trash. The City will purchase sufficient blue wheeled carts of 64 gallon capacity and 35 gallon capacity in order to distribute one cart to each of the City's legally registered residential household units currently served and requiring curbside collection, plus a sufficient number to be held in reserve for replacement of damaged or lost carts. WMMA personnel will maintain and repair the carts from City supplies. These carts will be owned by the City of Newton

SECTION 5.02 Additional Collection – Second Cart. Residential units may be allowed one supplemental cart, of 35 gallon capacity, upon request for extra waste, which cannot fit into a household's cart. This second cart will be collected simultaneously with the original cart by WMMA. There will be an additional charge to Newton for the second cart at \$4.00 per cart per month.

SECTION 5.03 Additional Collection – Bag. Residential units will be allowed to place overflow bags of trash at curbside on the day of collection. The overflow bags will be adjacent

to the automated trash cart. There will be an additional charge to Newton at \$1.00 per bag if the City charges \$2.00 or more to its residents. If the City charges less than \$2.00 per bag then there will be an additional charge of \$.50 per bag to the City in addition to the \$1.00 per bag mentioned above.

SECTION 5.04 Bulk Items. WMMA will collect bulky items from residential units by appointment only. This collection is considered in the annual lump sum cost as set forth in Section 8.01. The City agrees to provide WMMA with an electronic list of addresses and items to be collected no later than 4:00 pm on the day previous to the designated collection day (i.e. Monday by 4:00 pm for Tuesday's collections).

SECTION 5.05 Automated Single Stream Recycling. All recyclable materials shall be collected as single stream recycling. Occupants of residential units shall place all recyclable materials in a cart(s) for collection and WMMA shall collect recyclables materials from these carts at curbside. These carts will be a 64-gallon green wheeled cart. Each legal residential unit will receive one green wheeled cart. If the residential unit is an avid recycler, the City may allow more than one green cart as provided by the City free of charge. WMMA shall collect all recyclables from municipal and school buildings in either automated wheeled cart or dumpsters as directed by the Commissioner of Public Works. Dumpster collections shall occur 1 collection per week. The City of Newton and WMMA acknowledge that single stream collection is new to municipal and school buildings and that collection schedule may require adjustment to fit the needs of the recycling stream. Extra pick ups will be charged at \$25.00 per pick up

SECTION 5.06 Revenue/Cost. Waste Management will return to the City a share of revenues from the sale of various recyclables from residents, municipal buildings, schools and Resource Recovery Center as per terms dates _____. The revenue share will be calculated as follows:

#6 news less \$50.00 per ton. The City of Newton will receive 60% share when the value exceeds \$50.00.

The processing charge will be capped at \$15.00 per ton in year 1; \$20.00 per ton in year 2 and \$30.00 per ton thereafter.

SECTION 5.07 Yard Waste. Yard waste shall be collected curbside from residential units and shall be delivered to Rumford Avenue for 39 weeks per year. The dates of yard waste collection shall be approximately mid-March through mid-December, weather pending. The City reserves the right to establish these dates. Christmas trees???????

WMMA shall supply to the City of Newton at no additional cost (up to a value of \$40,000) compost processing equipment.

SECTION 5.08 Roll-Offs. The City of Newton shall pay per roll-off as set forth in Exhibit 1

ARTICLE VI

Diversion of Waste

SECTION 6.01 Diversion of Waste.

(a) WMMA may, at its sole election, dispose of Newton's Acceptable Waste at other than the Site.

(b) Should WMMA choose at its own election to divert any of Newton's Acceptable Waste delivered under this contract to other than the Site, for other than an event of Force Majeure, Newton shall bear no additional cost or charge for such diversion.

(c) WMMA shall provide Newton with written notice of any such diversion of Acceptable Waste for any reason, since the prior billing by WMMA, with an itemization of tonnages diverted and location of diversion, with each billing by WMMA.

ARTICLE VII

Fees, Escalation and Payment

SECTION 7.01 Fees. The annual fee for collection and haul shall be determined as follows:

The fee for collection and haul services by WMMA is set forth in Exhibit 1. The fee is based upon one (1) cart issued for trash collection and one (1) cart issued for single stream recycling collection to the currently served number of residential household units requiring curbside collection as described in Section 5.01 and Section 5.05. This fee excludes the cost of hauling the City's acceptable waste compactors and roll-offs at the Newton Resource Recovery Center at Rumford Avenue. The actual costs of such hauls shall be itemized and billed separately at the rate set forth in Exhibit 1 and provided further that the total cost of such itemized hauls in

years 2 through 5, when added to the escalated annual fee shall not exceed the Price Cap escalated by CPI. In addition, all dumpsters currently collected at municipal and school sites, as well as condominium/apartment sites listed in Exhibit 2 will continue to be collected as provided in Section 13.01; however, collection of such dumpsters shall not be subject to separate itemization and billing. The City and WMMA agree that each additional dumpster pickup over 2009 levels will be charged at a rate of \$15.00 per pickup. Each additional curbside unit/cart (second carts issued to units as described in Section 5.02 and bags as described in Section 5.03) shall be charged as stated in 5.02 and 5.03.

SECTION 7.02 Escalation.

- (a) The price of the 5-year contract is found in Exhibit 1.
- (b) Fuel costs shall be adjusted based on \$2.75 at 159,000 gallons used per year. Adjustment shall be based on the average annual cost for #2 diesel motor fuels published by the United States Department of Energy for the full year preceding the adjustment. The difference between the average annual published cost and base fuel cost of \$2.75 per gallon will be multiplied by 159,000 gallons of fuel used each year. The resulting increase or decrease will be the basis for the annual adjustment. WMMA agrees to provide the City with the actual number of gallons used each year to be the basis for the calculation in the subsequent year. The City of Newton and WMMA agree to review this adjustment on a quarterly basis.

SECTION 7.03 Payment. WMMA shall be paid monthly based upon 1/12 of the annual lump sum payment as determined in Section 7.01 plus itemized roll-off haul and disposal fees, additional dumpster pickup fees and additional cart and/or bag collection fees for the first year and Section 7.02 for years two through five throughout the term of the Agreement. Each monthly payment shall be determined in accordance with the methods provided herein. There shall be no other cost or charges for any work performed under this Agreement. Payments in whole or in part will be made for the faithful performance of this Agreement, less any penalties for noncompliance.

At the end of each month, WMMA shall render to the City a monthly statement for an amount equal to one twelfth (1/12) of the agreed upon annual fee plus any additional itemized fees. Invoices submitted within ten days after the end of the previous month for work performed

during the preceding month will be paid no later than thirty days from the date of invoice subject to the collection of expenses and/or defaults to be reimbursed to and deducted by the City, and subject to the City's right to terminate the contract. Each monthly invoice shall itemize and include copies of all of the weight slips of the materials collected under this Agreement.

On or before March 1 of each year, WMMA shall provide the City with a detailed estimate of the rate and amount of each fee pursuant to Article VII which the City is expected to be liable for during the succeeding service year.

ARTICLE VIII

Disputes

SECTION 8.01 In the event of any dispute as to any portion of any monthly or other bill, Newton shall pay any undisputed amounts as set forth in Section 7.03 and shall give written notice of the disputed portion to WMMA. Such notice shall identify the disputed portion of the bill, state the amount in dispute and set forth the grounds on which such dispute is based. No Event of Default shall result from a failure to pay or late payment during any dispute. WMMA shall give consideration to such dispute and shall advise Newton with regard to its position relative thereto within twenty (20) days following the receipt of such written notice. Upon final determination (whether by agreement, mediation, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be added to or subtracted from the statement next submitted to Newton after such determination. During the pendency of any dispute as to the amounts owed, both Newton and WMMA shall continue performing their respective obligations under this Agreement.

SECTION 8.02 The parties agree to use their respective best efforts to resolve any dispute(s) which may arise regarding this Agreement. If a dispute arises that cannot be resolved among the parties involved in the daily management and implementation of this Agreement, the Public Works Commissioner or his/her designee and the Company's senior operations manager or his/her designee shall use their respective best efforts to resolve such dispute. If those individuals are unable to resolve the dispute within a reasonable time period, the parties agree to submit the dispute to alternative dispute resolution in the form of non-binding mediation for resolution prior to seeking to enforce this Agreement before a court. Notwithstanding the

foregoing, either party may seek injunctive relief without resorting to alternative dispute resolution or mediation to prevent irreparable harm caused by a breach of this Agreement.

ARTICLE IX

Default and Remedies, Termination

SECTION 9.01 Events of and Remedies of Default.

(a) In the event of the breach by either party of an obligation under this Agreement, the right to recover damages or to be reimbursed as provided herein will ordinarily constitute an adequate remedy. Therefore, neither party shall have the right to terminate this Agreement for cause for any breach unless an Event of Default (as defined in Section 9.02) on the part of the other party shall have occurred and be continuing.

(b) The persistent or repeated failure or refusal by a party to fulfill any of its material obligations in accordance with this Agreement shall constitute an Event of Default, unless such failure or refusal shall be excused or justified by a Force Majeure Event, provided, however, that no such failure or refusal shall constitute an Event of Default unless and until:

(i) The affected party shall have given prior written notice to the party allegedly in breach stating that in the affected party's opinion a particular default or defaults (to be described in reasonable detail in such notice) exist, which will, unless corrected, constitute a material breach of this Agreement on the part of the party allegedly in breach and which will, in the affected party's opinion, give it a right to terminate this Agreement for cause under this Section unless such default is corrected within fifteen (15) days, and,

(ii) the party allegedly in breach shall have neither corrected such default nor initiated reasonable steps to promptly and successfully correct the same within fifteen (15) days from the date of the notice given pursuant to this Section, or has not succeeded in correcting such default within sixty (60) days of such notice or a longer period if the default cannot reasonably be cured in 60 days and such party is using best efforts to cure the default.

SECTION 9.02 Termination on Default. If any party shall have a right of termination for cause in accordance with this Section, the same may be exercised only by written notice of termination given to the party in default. The proper exercise of such right of termination shall be in addition to and not in substitution for such other remedies, whether damages or otherwise, as the party exercising the right of termination may have. Failure by either party to provide such notice of termination in the event of a default, or to terminate this Agreement upon a failure by

the breaching party to cure such default, shall not act as a waiver of any prior or subsequent default, nor as a waiver of the right to terminate in the event of default.

SECTION 9.03 Termination. This Agreement shall not be terminated by either party under any circumstances, whether based upon the default of the other party under this Agreement or any other instrument or otherwise, except as specifically provided in this Agreement.

Article X

Force Majeure Events

SECTION 10.01 Force Majeure Events. A non-performing party shall be excused without cost or liability to the other, for failure or delay in performance of any obligation set forth in this Agreement, by reason of a Force Majeure Event. This provision shall not, however, relieve the non-performing party from using all reasonable efforts to overcome or remove such Force Majeure Event as soon as legally possible, nor from providing immediate notice to the other party of such Force Majeure Event. Such failure or delay shall be excused at any time during which performance is prevented by such Force Majeure Event, and during such period thereafter as may be reasonably necessary for the non-performing party to correct the adverse effect of such Force Majeure Event, provided that the non-performing party shall use its best efforts to obtain a stay or appeal of any Force Majeure Event constituting a Change in Law if in the non-performing party's good faith judgment, after consultation with counsel, such action is warranted. The non-performing party shall give prompt notice of a Force Majeure Event to the other party. The non-performing party shall attempt to remedy with all reasonable dispatch the cause or causes constituting a Force Majeure Event.

SECTION 10.02 Strikes, Work Slowdown. No strike, lockout, work slowdown or similar industrial or labor action, labor dispute or labor shortage shall constitute a Force Majeure Event for the residential collection and haul of Acceptable Waste. If such occurs, WMMA shall assign whatever management or other personnel from WMMA including but not limited to WMMA personnel from other districts to provide sufficient manpower to provide the same/continuing level of trash collection and haul services as referenced in this Agreement with the City of Newton.

ARTICLE XI**Assignment or Amendment of Agreement****SECTION 11.01 Assignment of Agreement.**

(a) This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Agreement; provided, however, that except for any assignments authorized hereunder, neither this Agreement nor any interest herein shall be transferred or assigned by either party hereto except with the consent in writing of the other party hereto, and any attempt to the contrary to assign without such consent shall be void, except as provided in subparagraph (b) herein.

(b) Subject to subparagraph (c) herein, WMMA may not assign, nor delegate its obligations under this Agreement without the express written consent of Newton. If WMMA makes such an assignment, it shall remain responsible for the performance bond provided in Article XXI until such time as assignee posts a performance bond acceptable to the City, to be renewed annually for the balance of the term of this Agreement, equal to the total annual Collection Fee. WMMA's obligations under this Section 11.01(b) shall be an essential and material term of this Agreement. Any assignment in violation of this provision is void.

(c) In the event of bankruptcy, takeover or merger, outright purchase, majority stock purchase by another organization, or other change in ownership or status of WMMA, or any assignment for the benefit of creditors, the City may, at the election of the City:

(i) terminate this Agreement with all pertinent contractual conditions herein affected in favor of the City, or

(ii) fully obligate the newly formed organization, corporation and/or legal entity to fulfill all terms and conditions of the contract, and to perform in accordance with the specifications or descriptions contained herein. Notwithstanding the foregoing, failure of a permitted assignee to perform shall not relieve WMMA of its obligations to fulfill the terms and conditions of the contract as set forth herein.

SECTION 11.02 Amendment of Agreement. This Agreement may not be amended except in writing agreed to, executed and delivered by the parties hereto. It is contemplated by both parties that amendment to this Agreement may be necessary during the term of this Agreement.

Article XII**Insurance**

SECTION 12.01 Claims. WMMA shall provide insurance coverage as will protect WMMA performing work covered by this Agreement and the City of Newton and its employees, agents and officials from all claims set forth below which may arise out of or result from WMMA's operations under this Agreement, whether such operations be by WMMA or by anyone directly or indirectly employed by WMMA, or anyone for whose acts WMMA may be liable:

- (a) claims under workers' or workmen's compensation, disability benefits, and other similar employee benefit acts;
- (b) claims for damages because of bodily injury, occupational sickness or disease, or death of WMMA's employees;
- (c) claims for damages because of bodily injury, sickness or death of any person other than WMMA's employees;
- (d) claims for damages insured by usual personal injury liability coverage which are sustained (i) by any persons as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (ii) by any other person;
- (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- (f) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any vehicle.

SECTION 12.02 Minimum Limits. Prior to the execution of this Agreement, WMMA shall obtain and deliver to the City of Newton certificates of insurance as specified hereunder. During the performance of the work, WMMA shall maintain insurance of the kinds and at least the amounts specified hereunder, and in a form satisfactory to Newton. This insurance shall be provided at WMMA's expense and shall be in full force and effect during the full term of this Agreement.

- | | | |
|-----|--|--|
| (a) | Statutory Workers' Compensation
Employer's Liability, per occurrence | Statutory
\$1,000,000 |
| (b) | Comprehensive General Liability Insurance,
including contractual and products/completed
operations | \$1,000,000 per occurrence
\$2,000,000 per occurrence |

- (c) Comprehensive Automobile Liability
including non-owned and hired vehicle
hired:

Bodily injury and property damage \$1,000,000 per occurrence

- (d) Comprehensive Excess Umbrella \$4,000,000 per occurrence

SECTION 12.03 Certificates. Not later than the commencement date of the Agreement, and annually thereafter for the term of this Agreement or any extension thereof, WMMA shall furnish Newton with certificates of insurance, in triplicate, evidencing coverages set forth above and such certificates shall contain a provision that Newton shall be given thirty (30) days advance written notice by registered mail of any change in or cancellation of coverage. The description of each coverage listed on the certificates shall include an appropriate means of identification, referencing the coverage to the corresponding paragraph subdivision listed above.

WMMA shall not commence the work until proof of compliance with this article has been furnished to the City of Newton. The City of Newton shall be named an additional insured party under all General liability policies covering or applicable to Residential Collection and Haul under this Agreement to the extent of WMMA's obligations hereunder. If the City is damaged by WMMA's failure to maintain such insurance, then WMMA shall be responsible for all reasonable costs attributable thereto. Failure to comply with the requirements of this section on the part of the WMMA shall be considered an Event of Default under this Agreement

ARTICLE XIII

Residential Collection and Haul Covenants

Trash and Recycling

SECTION 13.01 Operation. WMMA shall provide residential collection and transport of the entire quantity of the City of Newton's Acceptable Waste generated or present within its corporate boundaries for the term specified in Section 4.01. Collection shall occur at curbside, and from municipal, school and residential dumpster units and compactor units located at 121 Rumford Avenue and specifically identified in Exhibit 2 or as directed by the Commissioner of Public Works or his/her designee and in accordance with the provisions of this Article XIII WMMA shall take and acquire title to Acceptable Waste from the City of Newton collected by

WMMA at the time WMMA removes waste from curbsides in Newton by loading same into collection vehicles under its control or transports the same in accordance with the provisions of this Article XIII. Title to and responsibility for the management and disposal of all Unacceptable Waste shall remain with the City of Newton. WMMA shall deliver all Acceptable Waste to the waste-to-energy plant at Wheelabrator-Millbury and shall not permit the diversion of waste from such facility unless the City of Newton agrees or directs such diversion or as provided in Article VI herein.

SECTION 13.02 Frequency of Collection and Haul. WMMA shall collect and haul Acceptable Waste at least once per week from every residential dwelling within Newton including, but not limited to single, 2-, 3-, and 4-family buildings, apartment buildings, condominiums and all municipal and school buildings. The Contractor shall collect Acceptable Waste from municipal, school buildings and 121 Rumford Avenue more often than once per week as may be reasonably required by the Commissioner of Public Works.

As of the commencement date of this Agreement, WMMA shall collect Acceptable Waste from municipal buildings on the following schedule:

- Daily – all Newton high schools, middle schools, City Hall, Library
- Twice Weekly - all elementary schools, school department administration building, police buildings, City yards (as applicable)
- Weekly - Newton Housing Authority buildings, fire stations (as applicable)

WMMA shall use its best efforts to ensure that no wastes other than that to be collected and hauled under the provisions of this Agreement shall be placed into the collection vehicles used for Residential Collection and Haul pursuant to the provisions of this Agreement. The City agrees to encourage households to place only Acceptable Waste in collection containers.

SECTION 13.03 Work Week. WMMA shall provide Residential Collection and Haul of all Acceptable Waste on a daily basis during a five-day work week, commencing on Monday and concluding on Friday. No Residential Collection and Haul shall occur on legal holidays which fall within the five day work week. When a collection day falls on a legal holiday, the collection route shall be collected the day after the legal holiday and the remaining collection routes for that week shall be delayed by one (1) day. If a legal holiday falls on a Sunday and is celebrated on

the following Monday, then the collection and haul schedule shall be the same as a holiday week schedule, delayed by one (1) day. Should the City of Newton recognize additional legal holidays during the term of this Agreement, such legal holidays shall be added to this Agreement's definition of legal holidays and all parties shall conform their conduct and obligations under this Agreement accordingly.

If, in case of an emergency and with prior approval of the Commissioner of Public Works, a collection route is to be run on a legal holiday, WMMA shall, at its expense, notify the public in Newton of the holiday collection by advertisement in local newspapers and on local radio and on local access TV channels. WMMA shall also insure that holiday collection can be accepted by the disposal site to which the collected waste is hauled. There shall be no Residential Collection and Haul on weekends (Saturday and Sunday) unless such collection is the result of a legal holiday during the work week, an emergency or WMMA has received prior approval of the Commissioner of Public Works.

SECTION 13.04 Time of Collection. WMMA shall not commence Residential Collection and Haul within Newton before 7 AM. WMMA shall complete the removal of all Acceptable Waste from curbside or dumpsters on each daily collection route and those collection vehicles used to satisfy the Agreement's obligations shall leave Newton on or before 5 PM. WMMA acknowledges and agrees that the timely completion of daily collection routes is an essential and material condition of this Agreement. WMMA shall not permit any Acceptable Waste set out for collection in accordance with applicable local ordinances and scheduled for collection on that day's Collection Route, as specified hereunder, to remain uncollected later than 5 PM of the collection day or overnight at the conclusion of the collection day, unless specifically and expressly permitted in advance by the Commissioner of Public Works. If WMMA repeatedly fails to satisfy its obligations for timely collection and transport, it warrants to cause additional collection vehicles and personnel to be used to promptly remedy such failure.

The Contractor shall provide storage for its equipment, adequate to provide all weather, year-round operation. Adverse weather, extreme cold temperatures and snow accumulations, unless state- of-emergency conditions prevail shall not be grounds for the cancellation or delay of Residential Collection and Haul in accordance with this Agreement, unless both parties agree that collection should not occur for safety or health reasons. WMMA shall schedule collection and haul from schools at such times as shall insure the safety of pupils and other personnel. The

schedule of school collections shall be subject to the reasonable review and approval by the Commissioner of Public Works.

SECTION 13.05 Collection from Curbside. WMMA shall collect all Acceptable Waste deposited on the curbside in accordance with all applicable local ordinances, as they may be amended from time to time, not earlier than 7:00AM or later than 5:00 PM on a scheduled collection route unless permission is given by the Commissioner of Public Works. The Acceptable Waste, except for separately handled Bulky Waste, is to be placed in proper containers distributed by the City to each household and Contractor shall not be required to collect waste left outside or around the City issued containers, unless specifically allowed by ordinance or as a result of Section 5.02, Section 5.03 and section 5.04. Unless otherwise authorized by the Commissioner of Public Works, WMMA shall not collect any Waste placed on the curbside determined to be for recycling collections.

The parties agree that this Agreement contemplates the automated curbside collection of City issued containers throughout the City. The City agrees to provide instructions to residents as to the proper container set-out procedures so as to allow for automated collection. Residents will be required to place containers within 3 feet of the edge of the roadway with wheels facing away from the street and other than streets designated for semi-automated collection as agreed to by the parties, residents will be required to set containers in an area free from obstructions (parked cars, trees etc.).

If any portion of the collection route is temporarily blocked or inaccessible for any reason, WMMA shall cause Acceptable Waste set out for collection to be carried to the collection vehicles, unless otherwise directed by the Commissioner of Public Works, who shall provide notice and consultation to WMMA regarding a planned blockage. WMMA shall be responsible for the Residential Collection and Haul of Acceptable Waste only when such waste is placed in accordance with the provisions of local ordinances. If WMMA's automated equipment is not operational for any reason, WMMA warrants collecting and hauling Newton Acceptable Waste manually in a timely manner at no additional cost to the City. WMMA shall notify the Commissioner of Public Works daily in a prompt manner of all locations at which WMMA failed to collect waste and the reason(s) for non-collection.

If during collection, waste is spilled onto a street, sidewalk or private property, or if at any time waste is spilled or dumped out of a collection vehicle prior to disposal, the WMMA shall immediately cause the spilled waste be cleaned up and placed in the collection vehicle before the vehicle proceeds to the next stop on the collection route or shall promptly make all other necessary arrangements for the immediate cleanup of the spilled waste. The lids, doors and other openings of the collection vehicles shall remain closed between stops and all waste shall be securely stored and covered in a collection vehicle prior to the removal of such waste from Newton. At all times, while in service in the City of Newton, all vehicle bodies shall be properly plugged to prevent liquid from leaking onto the City streets.

SECTION 13.06 Collection from Dumpsters. WMMA shall provide, maintain and collect waste from dumpsters from the locations set forth in Exhibit 2. This list is the best current approximation of dumpster locations, and may be amended from time to time by the Commissioner of Public Works. Newton accepts no responsibility as to its accuracy regarding the number or size of the dumpster containers listed.

SECTION 13.07 Acceptable Waste. Acceptable Waste is defined in Article I. At no time shall WMMA collect items that are considered "Waste Ban", "Recyclable" and/or "Unacceptable Waste" items as defined in Article I.

SECTION 13.08 Stickers. WMMA shall sticker any items not considered Acceptable Waste or which do not meet the collection standards as defined in this section for proper collection and haul according to this Agreement. Sticker types include but may not be limited to the following:

- Trash Not Accepted
- Construction/Demolition Debris
- Items No Longer Accepted Curbside
- Trash Not in Authorized Container

SECTION 13.09 Collection Vehicles and Equipment. WMMA shall use a sufficient number of collection vehicles and equipment commonly used for the collection of residential waste which are capable of collecting Acceptable Waste and waste from dumpsters within the hours of 7:00 AM – 5:00 PM, and which are further capable of transporting the collected Acceptable Waste directly to the disposal facility and mechanically dumping directly into the waste pit of

such site. WMMA warrants that by the Commencement Date of this Agreement, it shall own new equipment or already have existing equipment and/or have the exclusive right to use a sufficient number of existing collection vehicles and all necessary equipment, including reserve equipment in case of breakdowns of vehicles or equipment, so that there shall be no unnecessary delay in Residential Collection and Haul of all Acceptable Waste in accordance with the provisions of this Agreement. New vehicles put into service pursuant to this Agreement shall be state of the art vehicles capable of automated and manual collection. All vehicles and/or employees of WMMA in the performance of this Agreement shall have access to communications equipment which operates on frequencies that shall not interfere with existing area frequencies or mobile communications. Communications shall be assigned to a specific vehicle. Additionally, all vehicles shall have GPS capability. The City shall have the power at any time to order WMMA to increase the number of vehicles, at no additional cost to the City, if in the judgment of the Commissioner of Public Works such an increase is necessary for the fulfillment of the Agreement. If upon receipt of such order, WMMA fails to comply with such order within 10 days, or fails to respond with adequate reason why the increase is not warranted, such failure shall constitute a breach of the Agreement, and WMMA shall forfeit in the form of liquidated damages the sum of \$2,000.00 for each day WMMA fails to comply with such order, said penalty to be imposed for each additional truck ordered by the City but not placed in service by WMMA.

The bodies of the trucks to be used for the collection and haul of Acceptable Waste shall be industry standard vehicle and body as used in the automated collection of solid waste. The bodies shall be watertight, readily cleanable and sanitary, and capable of being unloaded by dumping or automatic push-out means. The equipment shall be essentially a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be assured. The component parts of the unit need not be a product of the same manufacturer. The body shall be so mounted that when fully loaded, the axle loading shall fall within the maximum load limit per axle as prescribed by state law.

WMMA shall also have available for constant use "chase" vehicles that will inspect and follow-up each Collection Route daily to assure that collections are made in accordance with provisions of this Agreement. Such "chase" vehicles shall also be used to check complaints and make immediate collection of Acceptable Waste from complainants or where not otherwise properly collected. Chase vehicles may also be used to pick up identified special citizen circumstances as outlined in the City's automated trash collection ordinance.

WMMA shall not use collection vehicles used in the performance of its obligations under this Agreement or marked "City of Newton" for any purpose or in any other manner than in the performance of this Agreement, unless the Commissioner of Public Works has received prior notice. Prior to 7:00 AM on any operating day, WMMA shall give notice and identify the collection vehicles which are to be used for collection and haul in the City of Newton on that operating day. Such notice shall also identify when, where and for whom collection vehicles permanently marked as provided below will be used on that operating day if such use is not for Newton and shall also identify which collection vehicles permanently marked as provided below are under repair on such operating day or will otherwise not be in use for any purpose on that operating day. Prior to 7:00 AM on any non-operating day, WMMA shall give notice and identify collection vehicles permanently marked which will be used for any purpose other than for the collection and haul of the City of Newton's Waste on that day, indicating when, where and for whom such services will be provided.

In the event that WMMA elects to use a collection vehicle for any purpose other than for the collection and haul of the City of Newton's Waste after the commencement of the collection in Newton by such vehicle, then WMMA shall give immediate notice of such use to Newton. Any collection vehicle which has provided collection services to any entity other than Newton shall be emptied and cleaned by WMMA and shall be inspected by both WMMA and Newton prior to the use of such vehicles for collection of Newton's Waste.

SECTION 13.10 Identification. WMMA and Newton shall agree to the size and type of identification to be used for all vehicles employed in the performance of this Agreement, but such identification must include the permanent and prominent identification of "City of Newton", affixed on all collection vehicles which are substantially dedicated to the collection and haul of Newton's Waste under this Agreement, provided, however, that all vehicles used for collection and haul of the City of Newton's Waste, whether substantially dedicated to the collection and haul of the City of Newton's Waste or not, must have prominent identification of "City of Newton" affixed to such vehicle while it is engaged in the collection and haul of the City of Newton's Waste under this Agreement. Any vehicle marked as required in this paragraph shall have such identification covered at all times when it provides services to any entity other than the City of Newton.

SECTION 13.11 Inspection. WMMA shall present any and all collection vehicles and other equipment used for Residential Collection and Haul under this Agreement for inspection and approval by the Commissioner of Public Works at such times and places as he/she may reasonably request. Prior to the Commencement Date of this Agreement, WMMA shall furnish the Commissioner of Public Works with a list of all such vehicles, including on such list the make, body type and registration for each vehicle. WMMA shall file updates to this list so that the Commissioner of Public Works has at all times an accurate list of vehicles and equipment currently being used by WMMA in Residential Collection and Haul. WMMA shall notify the Commissioner of Public Works prior to the addition of another vehicle or the substitution of any vehicle. New or substitute vehicles shall be inspected and approved prior to being used by WMMA in Residential Collection and Haul under this Agreement. WMMA shall affix the identifying information required in this section to any substitute vehicle prior to using such vehicle in Residential Collection and Haul. All equipment used by WMMA shall be subject to inspection for sanitation, safety, and appearance, and subject to approval or rejection by the City at any time. The City of Newton also reserves the right to inspect the premises garaging the vehicles and equipment including the right to enter upon any property owned or occupied by WMMA provided reasonable notice is provided to the Contractor.

SECTION 13.12 Condition. WMMA shall use its best efforts to maintain all collection vehicles, reserve vehicles and all other vehicles and equipment used in Residential Collection and Haul in good condition and repair, including being neatly and uniformly painted and rust free, properly identified as provided hereunder and thoroughly clean, throughout the term of this Agreement, so that at no time during the term of this Agreement is WMMA unable to comply with any and all provisions of this Agreement due to the condition of its vehicles or equipment. WMMA shall make adequate provision for maintenance and prompt repair of its equipment. All equipment used in the collection and transport of Acceptable Waste shall be thoroughly cleaned both inside and outside, at least once a week and sprayed with such deodorizing material as may be deemed necessary by the City of Newton.

SECTION 13.13 Cleanliness. WMMA shall use its best efforts to see that all vehicles and equipment used in Residential Collection and Haul are at all times clean, in good repair and kept in a sanitary condition. Any collection vehicles stored, parked or garaged in the City of Newton overnight shall be completely unloaded and cleaned prior to such storage, parking and garaging, although this Agreement does not contemplate parking, storing or garaging in Newton.

SECTION 13.14 Employees. WMMA shall have available at all times the necessary labor force to collect and haul waste according to the terms of this Agreement. WMMA shall also have a reserve of labor available to cover vacations and sick leave. The City requires CORI on all WMMA employees. WMMA agrees to provide the driving records of any WMMA employee driving on Newton collection routes.

SECTION 13.15 Competence. Employees of WMMA are the main contact with City of Newton residents. Employees are therefore required to act in a courteous and respectful manner at all times, and shall be fully prepared to answer questions or complaints made by residents concerning trash collection. All employees shall conduct themselves appropriately towards all members of the general public. Rude and offensive conduct, including foul and abusive language, shall not be tolerated.

WMMA shall supply sufficient personnel, including supervisory and management personnel, to perform Residential Collection and Haul in accordance with the provisions of this Agreement. WMMA agrees that whenever Newton notifies WMMA in writing that an employee of WMMA while performing Residential Collection and Haul services under this Agreement is incompetent, disorderly, under the influence of alcohol and/or drugs, uses insolent or improper language to members of the public or is otherwise unsatisfactory in any manner, including the operation of collection vehicles, or is not employed in accordance with the provisions of this Agreement, WMMA shall promptly investigate such complaint. If WMMA is unable to correct the problem, WMMA shall no longer assign such employee to perform Residential Collection and Haul duties under this Agreement.

WMMA shall provide each employee with proper training, instructions and handouts to ensure the employee understands and can communicate to the residents which materials are acceptable and not acceptable for trash collection, including any special preparation requirements.

All employees in service under this Agreement shall use every effort to ensure that recyclable items as defined in Article I are not collected as trash.

SECTION 13.16 Level of Service. WMMA shall familiarize itself with all customs and procedures of the City relative to trash collection and haul and hereby agrees to adopt and incorporate these customs and procedures in the performance of its duties hereunder, including the City's ordinance addressing automated trash collection. These procedures include but are not limited to the collection, transport and disposal of all items currently collected in the City as described in this Agreement. Notwithstanding anything to the contrary in the provisions of this Agreement, this Agreement shall be construed to require WMMA to provide at least the same level and quality of trash pickup and disposal services that have been previously provided by the City of Newton's prior contractor, and as defined by the Commissioner of Public Works.

SECTION 13.17 Training and Licenses. WMMA warrants that all vehicle operators shall be trained in public safety, driving safety and basic first-aid prior to their commencement of services hereunder, and shall, at all times while performing Residential Collection and Haul services under this Agreement, possess and carry the necessary valid and applicable Commercial Driver License (CDL) issued by the Commonwealth of Massachusetts or State of bearers residence. WMMA warrants that any of its employees driving on Newton collection routes shall have an excellent driving record. The Commissioner of Public Works shall have the right to approve the public safety and driving safety training provided by WMMA to all vehicle operators. WMMA shall use its best efforts to see that its vehicle operators comply with all applicable traffic and motor vehicle laws, regulations and local ordinances while performing Residential Collection and Haul services. The Commissioner of Public Works reserves the right to require that all drivers periodically produce their licenses for examination.

SECTION 13.18 Clothing. WMMA's personnel who are employed in the collection of Acceptable Waste shall be dressed in suitable clothing and shall be clean and neat in appearance.

SECTION 13.19 Contractor Representative. WMMA shall provide a representative to whom all orders and directions pertaining to Residential Collection and Haul shall be given by the Commissioner of Public Works. The WMMA Representative or a duly authorized designee capable of acting in place of the WMMA Representative, shall be on-call and reachable without delay, twenty-four (24) hours per day, seven (7) days per week. WMMA agrees that whenever the City of Newton notifies WMMA in writing that the WMMA Representative is incompetent, unresponsive to complaints concerning the level of performance of collection and pickup services, or is unable to communicate with members of the public in a tactful and satisfactory

manner, WMMA shall investigate such complaint. If WMMA is unable to correct the problem, WMMA shall no longer assign such individual to serve as the WMMA Representative, and WMMA shall provide a new WMMA Representative.

SECTION 13.20 Presence in Newton. The WMMA Representative shall be physically present in Newton at all times during actual performance of this Agreement, and WMMA shall maintain adequate telephone service with local telephone numbers to allow the timely performance of Residential Collection and Haul in accordance with the provisions of this Agreement. The WMMA Representative shall have a mobile phone. Newton may, but is not required, to make space available to the WMMA Representative for use as his/her office on such terms as mutually agreeable to Newton and WMMA.

SECTION 13.21 Complaints. The WMMA Representative shall contact the Commissioner of Public Works or his/her designee at or before 11 AM and again at or before 3:00 PM during each work day to receive complaints, which the WMMA Representative shall promptly remedy. All complaints regarding collection and pickup reported before 3 PM shall be investigated and resolved by the WMMA Representative on the same day, unless otherwise mutually agreed by the Commissioner of Public Works and the WMMA Representative. The WMMA Representative shall file a report (written or verbally as agreed upon) to the Commissioner of Public Works or his/her designee before 11 AM on the day following the day the complaint was received. Such report shall describe the complaint and the action taken to resolve the complaint. All reports of non-collection of waste shall be filed with the Commissioner of Public Works on the day following the non-collection.

Failure to satisfactorily resolve any complaint, no matter how or when communicated to the WMMA Representative, may result in the imposition of liquidated damages as provided in this Article.

SECTION 13.22 Records. The WMMA Representative shall cause the weigh slips or records registering the City of Newton's tonnages collected, transported and disposed from the prior workday (or on Monday for the prior Friday, Saturday or Sunday) to be delivered on a daily basis to the Commissioner of Public Works. Prior to departure from Newton of the last collection vehicle to finish its daily collection route, and after the last vehicle has completed its collection route, the WMMA Representative shall notify the Commissioner of Public Works of

the time when that day's last Collection Route was completed. The WMMA Representative shall make whatever arrangements necessary at WMMA's sole expense to ensure that no portion of that day's collection route has been missed.

SECTION 13.23 Collection Routes. The City of Newton will provide to WMMA the Collection Routes, including maps, indicating streets, or portions thereof, to be collected on each day of the schedule. Each address shall be scheduled for collection this same day of each week, holidays excepted. No modification to the Collection Routes shall be made without the prior written approval of the Commissioner of Public Works. The City shall reserve the right to require WMMA to modify the collection schedule and/or routes, type and care of vehicles and equipment for the health and safety of the City and the public, provided such change does not result in WMMA incurring additional cost. If Collection Routes change, WMMA, at its sole expense, shall provide such notice of same to the Newton public as may be reasonably required by the Commissioner of Public Works.

SECTION 13.24 Modification of Routes. Newton and WMMA will define the new automated Collection Routes. Prior to any modification of the Collection Routes approved and implemented on the Commencement Date of this Agreement, WMMA shall submit the proposed collection route changes, together with street maps, to the Commissioner of Public Works for final approval.

If the new automated Collection Route modification, or any other modification, is approved by the City of Newton, the City of Newton in cooperation with WMMA shall issue and deliver, at the WMMA's expense, notice of Collection Route modification to all parties or members of the public in areas within Newton affected by the Collection Route modification. This notice shall be delivered to every household within the area affected no later than 30 days before the new collection routes take effect and shall include WMMA's name and address, telephone number for complaints, the date the Collection Route modification shall commence and the new day of the week when Acceptable Waste should be set out for collection. This notice shall also contain a summary of Newton ordinances and regulations governing residential trash collection and recycling.

After the Collection Route modification takes effect, additional notices shall be left by WMMA at each household within the affected area as often as the Commissioner of Public

Works deems necessary. WMMA shall also advertise the Collection Route modification in the local newspaper no less than two (2) successive weeks prior to the effective date of the collection route modification. The newspaper advertisements shall contain the same information as the notices to be left at the households, and shall be in a form approved by the Commissioner of Public Works.

SECTION 13.25 Health Regulations. WMMA shall comply with all applicable rules and regulations that may be issued by the City's Board of Health and the State Department of Health.

SECTION 13.26 Care of Property. WMMA shall use its best efforts to see that trash carts are not damaged. Empty receptacles shall be left right side up, in a standing position and in the appropriate place where found.

At no time shall trash be scattered about the street or on private property. Trash which was accidentally spilled by WMMA, shall be immediately picked up by WMMA and removed. WMMA must carry tools on each truck for the proper removal of spilled debris, i.e. brooms, rakes, shovels, etc. At all times the trash body shall be properly plugged while the vehicles are in the City so liquid does not spill onto the City streets.

SECTION 13.27 Replacement. If in the City of Newton's judgment, carts are damaged or destroyed by WMMA's personnel, WMMA shall at its expense promptly replace the damaged or destroyed receptacle with a similar receptacle.

SECTION 13.28 Cart Maintenance. WMMA shall maintain carts at curbside for the City of Newton with spare materials from the City stockpile (wheels, axles, lids, lift bars, etc). Spare wheels and axles shall be carried as stock in each vehicle.

SECTION 13.29 Property. Any damage to public property by WMMA's personnel during Residential Collection and Haul shall be promptly repaired or paid for by WMMA, or may be repaired by the City of Newton and the cost thereof deducted from any monthly payment due WMMA under the terms of this Agreement.

SECTION 13.30 Weighing Tonnages. If the disposal by WMI of the City of Newton's waste is terminated for any reason, the weighing of waste tonnage collected and hauled by WMMA shall be undertaken by WMMA in a manner equivalent and consistent with the provisions of

Section 13.22 herein, provided that WMMA must separately weigh and tabulate (1) waste charges collected at curbside, (2) City Acceptable Waste.

SECTION 13.31 Haul of City Acceptable Waste. WMMA shall provide at its cost up to two compactors with associated containers and power source necessary and up to two 30 cubic yard open top containers for the deposit and secure storage of City Acceptable Waste at 121 Rumford Avenue, pending the haul and disposal of such waste by WMMA. Newton shall pay for the operation of such equipment, including any power required to operate the equipment, shall maintain the site and shall pay for the maintenance of such equipment. WMMA shall pay for the replacement of the equipment or of any major component thereof, as may be reasonably necessary. WMMA shall also provide compacting unit and associated container for corrugated cardboard.

SECTION 13.32 Liquidated Damages. In addition to its rights under Article IX, Newton shall be entitled to assess liquidated damages against WMMA for its failure to perform the following specified obligations for Residential Collection and Haul and disposal of Newton's Acceptable Waste. WMMA acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by Newton in the event WMMA defaults on any of the following specified obligations.

Newton shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to WMMA as a credit or set-off of such amount. Newton's failure to assess liquidated damages shall not constitute a waiver of its rights to hold WMMA in default nor does Newton waive its right to claim and collect damages for the WMMA's default on any of its obligations for Residential Collection and Haul and disposal by reason of Newton's failure to provide a liquidated damage hereunder for such default.

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|----|---|------------------------|
| 1. | Failure to sticker | \$25.00 per occurrence |
| 2. | Failure to immediately pick up waste spilled during Collection at curbside | \$50.00 per occurrence |
| 3. | Failure to promptly pick up waste spilled during haul in Newton or outside the City boundaries of Newton if Newton receives a complaint of such spill | \$50.00 per occurrence |

4. Failure to place waste barrels/receptacles in upright position at approximately the same location upon emptying \$25.00 per occurrence
5. Following notice of complaint, failure to collect Acceptable Waste from a specific location on the same day as complaint is registered or by 9 AM the following day if so authorized by the Commissioner of Public Works \$50.00 per occurrence
6. Failure to collect Acceptable Waste from 5 or more adjoining locations on the same day as a regular Collection route or by 9 AM the following day if so authorized by the Commissioner of Public Works \$200.00 per occurrence
7. Continued violation of traffic laws, ordinance or regulation during collection and haul, after written notice to correct from Newton \$500.00 per occurrence
8. Failure to finish any single Collection route by 4 PM \$500.00 per day
9. Failure to notify the Commissioner of Public Works prior to the departure of the last Collection vehicle from Newton, of the time the daily Collection Routes were completed \$100.00 per day
10. Use of unmarked or uninspected Collection vehicles \$200.00 per occurrence
11. Use of Collection vehicle marked " City of Newton" for the collection and/or haul of waste other than under the provisions of this Agreement [using vehicle outside Newton w/out covering Newton sign] \$1,000.00 per occurrence
12. Failure to clean vehicle or conveyances as provided herein \$100.00 per occurrence
13. Knowingly Disposing of Waste Ban Items in with trash \$1,000.00 per occurrence
14. Failure to increase number of trucks as provided in Section 13.09 \$2,000 per day per truck

SECTION 13.33 Obligation to Assist WMMA. WMMA shall be responsible for the proper disposal of all waste loaded into its vehicles or otherwise collected by it in Newton, with payment by Newton as provided in Article VII. Upon request from WMMA, Newton shall use its best efforts to assist WMMA in determining the location or generator of any waste collected which fails to conform to the definition of Acceptable Waste. Newton further agrees that it will

suspend WMMA's obligation to collect Acceptable Waste from such specifically identified locations until such time as only Acceptable Waste is placed for collection at such location.

ARTICLE XIV

Applicable Law

SECTION 14.01 Applicable Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE XV

Severability

SECTION 15.01 Severability. If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Agreement.

ARTICLE XVI

Headings

SECTION 16.01 Headings. This section in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

ARTICLE XVII

Liability of Parties

SECTION 17.01 Liabilities of Parties. WMMA and the City of Newton shall each be independently responsible and liable for the maintenance and operation of their respective properties and fulfillment of their respective obligations.

ARTICLE XVIII

Annual Appropriations

SECTION 18.01 Annual Appropriations This Agreement is subject to annual appropriation by the Board of Aldermen, and may be terminated by the City of Newton at any time in the event that funds are not appropriated.

ARTICLE XIX

Separate Agreement

SECTION 19.01 Separate Agreement The obligations of the parties hereinunder are separate and independent of any obligations of the parties under contracts other than this Agreement which are or may exist.

ARTICLE XX

Entire and Complete Agreement

SECTION 20.01 Entire and Complete Contract. This Agreement along with any schedules and/or attachments attached and incorporated by reference herein, constitutes the entire and complete Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings.

ARTICLE XXI

Performance Bond

SECTION 21.01 Performance Bond. WMMA shall annually provide the City of Newton for the term of this Agreement a performance bond securing its satisfactory performance of its obligations under this Agreement. Such bond shall first be submitted to Newton not later than ten (10) days after execution of this Agreement by WMMA, and annually thereafter thirty (30) days prior to July 1 of that year. The performance bond shall be issued by a surety licensed or authorized to issue insurance in the Commonwealth of Massachusetts. This bond shall be in the form acceptable to the City of Newton. The penal amount of the bond shall be 50 percent of the actual annual amount of the contract. Failure to provide performance bond requirements shall be cause to terminate this Contract.

ARTICLE XXII

Laws and Regulations

SECTION 22.01 Laws and Regulations. WMMA shall comply at all times in the performance of this Agreement with all applicable federal, state and municipal laws and regulations. WMMA shall keep fully informed of all state and federal laws, municipal ordinances and regulations and any other matter affecting those engaged or employed in the work, or the materials used in the work or in any way affecting the conduct of the work and of all such orders and decrees or bodies of tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications of the Agreement for this work in relation to such law, ordinances, regulation, order or decree, WMMA shall forthwith report the same to the City of Newton in writing. WMMA shall at all times observe and comply with, and shall cause all his/her agents and employees to observe and comply with all such existent and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City and the Board of Aldermen and their officers and agents against any claim liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by WMMA or its employees.

ARTICLE XXIII

Change in Law, Costs, Payment

SECTION 23.01 Change in Law Costs. "Change in Law Costs" means for any period and for any Change in Law, the amount, if any, of the increased operating and/or capital cost pertaining to the collection and haul of Acceptable Waste and attributable to services rendered by WMMA under this Agreement, including any amounts resulting from increases in the amount of any tax payable by or on behalf of WMMA with respect to the collection and haul of Acceptable Waste. For purposes of this section, the Change in Law costs pertaining to capital costs shall be recovered under generally accepted accounting principles and shall be allocable evenly over the remaining life of this Agreement or the generally accepted life of the capital investment, whichever is greater.

SECTION 23.02 Payment. For each Change in Law that causes WMMA to sustain a Change in Law Cost, WMMA shall inform the City of Newton of the nature and cause of the Change in Law, as well as the Change in Law Cost incurred or to be incurred by WMMA and shall supply the City of Newton with such reasonable financial information as requested by the City regarding the Change in Law Costs. Thereafter, the City of Newton shall pay WMMA the Change in Law

Cost reasonably incurred, such payment to be invoiced on the monthly statement and to be paid monthly in accordance with the provisions in this section. The Change in Law costs shall not be added to the Collection Fee nor adjusted by the CPI. If a Change in Law Cost is expected to be incurred beginning at a point in time after the commencement of any Service Year, WMMA shall be entitled to receive such cost only at or after the point in time at which such cost is actually incurred.

ARTICLE XXIV

Sales Tax Exemption

SECTION 24.01 Sales Tax Exemption. The City of Newton is exempt from state sales tax under Chapter 14 of the acts of 1966 and all amendments thereto.

ARTICLE XXV

Prevailing Wage Rates

SECTION 25.01 Prevailing Wage Rates WMI shall pay the prescribed rates of wages as determined by the Commonwealth of Massachusetts pursuant to Massachusetts General Laws Chapter 149, Section 27F to all employees providing services under this Agreement covered by such wage rates. Rate schedules as of the date of this Agreement are attached as Exhibit 2. WMI further agrees to comply with the provisions of Chapter 149, Section 34 of the General Laws as amended.

ARTICLE XXVI

Indemnity

SECTION 26.01 WMMA agrees that it is responsible, as an independent contractor, for all operations under this Agreement and for all acts of its employees and agents hereunder, and agrees that it will fully indemnify and hold harmless the City and its officers, and employees from any loss, damage, cost, charge, expense and claim, including reasonable attorneys fees, which may be made against it or them, or to which they may be subject to the extent caused by the negligent or willful act or omission on the part of the WMMA or its agents or employees. In no event whether in contract, tort or otherwise, shall either party be liable to the other for any incidental, consequential, special, indirect or punitive damages.

ARTICLE XXVII

Notices

SECTION 27.01 Notices. Any notice, demand, approval, proposal, protest, direction or request provided for in this Agreement to be delivered, given or made shall be in writing except as otherwise explicitly provided herein and shall be deemed given when delivered by hand, deposited with an overnight courier service or mailed by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Newton:

Commissioner of Public Works
City of Newton
1000 Commonwealth Avenue
Newton, MA 02478

With a copy to:

City Solicitor
City of Newton Law Department
1000 Commonwealth Avenue
Newton, MA 02459

If to WMMA:

James Nocella
Public Sector Services Manager
4 Liberty Lane West
Hampton, NH 03842

With a copy to:

General Counsel
4 Liberty Lane West
Hampton, NH 03842

ARTICLE XXVIII

Education and Program Assistance

SECTION 28.01 Education. WMMA agrees to provide the City with educational assistance for its public education programs up to \$8,000 per year.

SECTION 28.02 Scholarship. WMMA agrees to provide three (3) one-thousand dollar \$1,000 annual scholarships to students graduating from Newton high schools in June and starting college programs in September of any year.

SECTION 28.03 Program Assistance – HHW Collection. WMMA agrees to assist Newton with Household Hazardous Waste Collection Program costs up to three thousand dollars (\$3,000) annually.

SECTION 28.04 Program Assistance – Sharps Collection. WMMA agrees to assist Newton with the Sharps Collection Program costs up to three thousand dollars (\$3,000) annually.

All funding requests pursuant to Article XXVIII shall be in writing from City to Contractor in amounts and for programs specifically contained in this section. No unused amounts shall carry forward from year to year unless specifically agreed upon by both parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

Affix Corporate Seal

By _____
Title _____

Date _____

City funds in the amount of \$ _____
Are available in account number _____

I further certify that the Mayor is
authorized to execute contracts and
approve change orders

Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____
Commissioner of Public Works

Date _____

Date _____

Approved as to Legal Form and
Character

Assistant City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

David B. Cohen, MAYOR

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Assistant Secretary of **Waste Management of Massachusetts Inc.**

(insert full name of Corporation)

2. corporation, and that Leander Solheid

(insert the name of officer who signed the contract and bonds.)

3. is the duly elected Vice President

(insert the title of the officer in line 2)

4. of said corporation, and that on

(insert a date that is **ON OR BEFORE** the date the
officer signed the contract and bonds.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____
(Signature of Assistant Secretary)*

**AFFIX CORPORATE
SEAL HERE**

7. Name: Gail Lynch

(Please print or type name in line 6)*

8. Date: _____
(insert a date that is **ON OR AFTER** the date the
officer signed the contract and bonds.)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Assistant Secretary** of the corporation.

ATTESTATION

Pursuant to M. G. L. c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
(Voluntary) or Federal Identification Number

*** Contractor's Social Security Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

EXHIBIT 1
CONTRACT PRICING

EXHIBIT 2

DUMPSTER LOCATIONS
Containers are 6-10 cubic yards

SCHOOLS	ADDRESS	CONTAINER #, DESCRIPTION
North High	360 Lowell Ave	3
South High	140 Brandeis Rd	3
Brown Middle	125 Meadowbrook Rd	1
FA Day Middle	1 Minot Pl	1
Bigelow Middle		1
Oak Hill Middle	Wheeler Rd	1
Education Center	100 Walnut St	1
Angier	1697 Beacon St	1
Bowen	280 Cypress St	1
Burr	171 Pine St	1
Cabot	229 Cabot St.	1
Countryside	191 Dedham St.	1
Franklin	125 Derby St	1

Horace Mann	687 Watertown St	1
Lincoln Elliot	191 Pearl St	1
Mason Rice	144 Pleasant St	1
Memorial Spaulding	250 Brookline St.	1
Pierce	170 Temple St	1
Underwood	101 Vernon St.	1
Ward	10 Dolphin Rd	1
Williams	141 Grove St	1
Zervas	30 Beethoven Ave	1
NEWTON FACILITIES		
Fire Station 1	241 Church St	1
Fire Station 2	1750 Commonwealth Ave	1
Fire Station 3	31 Willow St	1
Fire Station 7	144 Elliot St	1
Fire Station 10	755 Dedham St.	1
Police Headquarters	Washington St	1
Police Annex	Chestnut St	1

JFK Elderly Housing	JFK Circle	2
Horace Mann Housing	680 Watertown St	2
Hamilton Housing	545 Grove St	1
St Jean's Housing	239 Watertown St	1
Parker House	21 Parker St	1
Thurston Road	Thurston Rd	1
NCDF Housing	Hamlet St	3
Hyde Housing	Erie Ave	1
Community Center	492 Waltham St	1
Main Library	Homer St	1
City Hall	1000 commonwealth Ave	1

APARTMENTS AND CONDOMINIUMS

St. James Apartments	22 St James St Rear	1
Taglienti Apartments	10 Langley Rd.	1
Taglienti Apartments	33-35 Paul St	1
Zigarelli Apartments	392 Langley Road	1
Capasso Apartments	Church and Centre St	1

Adams St Apartments	175 Adams St	1
Cottage Ct Apartments	12 Cottage Ct	1
Farwell Apartments	Farwell St	1
Curtis Arms	136 North St.	1
Capasso Apartments	151 Concord St	1
Capasso Apartments	89 Lexington St	1
Capasso Apartments	125 Lexington St	1
Capasso Apartments	155 Lexington St	1
Capasso Apartments	159 Lexington St	1
Capasso Apartments	163 Lexington St	1
Capasso Apartments	181 Lexington St	1
Woodland Park	264 Grove St	6
Chatham Townhouses	2247 Commonwealth Ave	1
Comm Ave Apartments	2300 Commonwealth Ave	3
Comm Ave Apartments	2350 Commonwealth Ave	3
Melrose Street	282 Melrose St	1
Crystal lake	Norwood Ave	1

Oak Park Condos	Saco St	1
Oak Park Condos	Sweet St	1
Imperial Condos	Boylston St	1
Peabody Condos	Ober Rd.	1
Sawmill Brook Apartments	Sawmill Brook Pkwy	1
Mt. Ida Apartments	Centre St	1
Park St Apartments	Park St	1

EXHIBIT 3
PREVAILING WAGE RATES

EXHIBIT 4
PERFORMANCE BOND

EXHIBIT 5
CERTIFICATE OF INSURANCE

EXHIBIT 6
MINORITY/WOMEN BUSINESS PLAN

CITY OF NEWTON - SOLID WASTE AND RECYCLING

Proposal February 17, 2009 - 5 Years at Conclusion of Current Contracts

	Term	Unit	FY10	FY11	FY12	FY13	FY14
Trash Collection and Haul	5 Yrs	Annual	\$ 1,796,400	\$ 1,832,328	\$ 1,905,621	\$ 1,981,846	\$ 2,061,120
Recycling Collection and Haul	5 Yrs	Annual	\$ 1,466,000	\$ 1,550,400	\$ 1,612,416	\$ 1,676,913	\$ 1,743,989
Yard Waste - Compost @ Rumford	5 Yrs	Annual	\$ 566,000	\$ 624,240	\$ 649,210	\$ 675,178	\$ 702,185
Roll Off Hauls to Millbury	5 Yrs	Per Item	\$ 250	\$ 255	\$ 260	\$ 265	\$ 270
Roll Off Hauls to Avon	5 Yrs	Per Item	\$ 195	\$ 199	\$ 205	\$ 210	\$ 215

Contract Notes:

1. Fuel adjustment based on \$2.75 per gallon base cost and 159,000 gallons used per year - Quarterly Adjustment
2. Recycling collection includes collecting all dumpsters once weekly with single stream. Extra PU's charge at \$25 each
3. Bulk will be collected daily by appointment
4. A fee of \$1.00 per bag will apply for manual collection of bags should City charge \$2.00 or more or \$1.50 if less than \$2.00
5. Single Stream Processing formula shall be #6 news less \$50 per ton. City will receive 60% share when value exceeds \$50. Processing charge will be capped at \$15.00 per ton in year one, \$20 in year two and \$30 per ton thereafter.
6. Extra carts will be charged at a rate of \$4.00 per month
7. Extra dumpster collections will be charged at a rate of \$15.00 per pickup
8. Price for yard waste delivered to Rumford Ave includes WM supplying up to \$40K for processing equipment.
9. FY10 prices above assume current contracts for solid waste and recycling collection will be amended when conversion to auto occurs on or around Oct 1, 2009. Rates are annual and will be prorated based on actual start date for automated.

FY15
\$ 2,143,565
\$ 1,813,749
\$ 730,273
\$ 275
\$ 220

tomated

City of Newton



David B. Cohen
Mayor

DEPARTMENT OF PUBLIC WORKS

OFFICE OF THE COMMISSIONER

1000 Commonwealth Avenue
Newton Centre, MA 02459-1449

TO: Honorable Board of Alderman

THRU: Honorable David B. Cohen, Mayor
Sanford Pooler, Chief Administrative Officer

FROM: Thomas E. Daley, P.E., Commissioner

RE: Proposed 5 year Contract with Waste Management, Inc.

DATE: February 27, 2009

Dear Board Members:

It is with pleasure that I submit to you the following information regarding our automated trash collection and single stream recycling pilot program. On 1/30/09 we mailed out 4,100 surveys to the people who were participating in the pilot areas. The results are as follows:

- 1) In three weeks we have had an outstanding 42% response.
- 2) Q: How satisfied are you with the automated trash collection pilot?
A: 91% of the respondents were either very or somewhat satisfied.
- 3) Q: How satisfied are you with the single stream collection pilot?
A: 95% of the respondents were either very or somewhat satisfied.
- 4) Q: Are you pleased with your wheeled cart?
A: 85% of the respondents answered "YES".
- 5) Q: Did your cart hold your weekly household trash?
A: 83% of the respondents answered "YES".
- 6) Q: If program expanded and there was an allowance for extra trash collection for a fee, how would you prefer to prepare the extra trash?
A: 56% of the respondents answered "extra bags".
44% of the respondents answered "extra carts".

We have also continued to track our trash and recycling volumes. We have found that in the first three months of the trial, we have experienced a 38% drop in trash tonnages and a 23% increase in our recycling numbers.

As a result of the above information the Mayor is proposing the following program as recommended by the Solid Waste Commission:

1. Implement city wide automated trash collection and automated single stream recycling collection programs.
2. A 64-gallon cart as a standard (35-gallon optional as needed) for trash and 64-gallon standard for single stream recycling. A second recycling cart would be provided as needed at no charge.
3. Bags for extra trash to be sold at local stores at a size and price to be determined or an extra cart (for a fee) for extenuating circumstances under the authority of the Commissioner of Public Works.
4. Bulky items and cleanouts must be called ahead of time to schedule a pickup.
5. Negotiate a new five year contract with Waste Management but reserve the right to bid if negotiations fail.
6. Offer single stream recycling for municipal buildings and schools.

As discussed in 5. above, for various reasons the Mayor has negotiated a 5 year contract with Waste Management Inc. The results of that negotiation result in us being able to reduce the FY 2010 Environmental Affairs Budget by \$1,075,622 or \$895,996 from the current FY 2009 if the programs are implemented city-wide by 7/1/09. Our target date is to implement by 10/1/09 (\$750,000 savings). Please note that for every month prior to 10/1/09 that we implement the program we will have the opportunity to save an additional \$90,000 per month.

We are pleased beyond what we anticipated with the results of our pilot programs. We hope that you are too. Please feel free to contact me if you have any questions.

Thank you.

cc: D. Turocy, Deputy Commissioner
E. Gentile, Director of Environmental Affairs

Sec. 19-9. Penalty for parking violations.*

Pursuant to General Laws, chapter 90, section 20A and chapter 40, section 22A, the following schedule of fines for parking offenses is established subject to such section and to the provisions of this chapter:

- (1) The following offense shall be punished by a fine of one hundred dollars (\$100.00): Illegally parking in a space reserved for the handicapped (section 19-178) or for blocking a curb cut designated for handicapped access (section 19-199).
- (2) The following offenses shall be punished by a fine of twenty five dollars (\$25.00): parking within ten (10) feet of a fire hydrant (section 19-166(g)) or parking in front of a private road or a driveway (section 19-166(h)) or upon a crosswalk (section 19-166(c)); parking in a school drop off zone in excess of time permitted.
- (3) The following offenses shall be punished by a fine of twenty-dollars (\$20.00): parking on any way in such a manner as to impede the removal or plowing of snow or ice (section 19-166(n)), or parking in a restricted area in violation of the applicable restrictions (except overtime) (section 19-176).
- (4) The following offenses shall be punished by a fine of fifteen dollars (\$15.00), parking within an intersection (section 19-166(a)), or so as to obstruct a traffic passing lane (section 19-166(f)), or within twenty (20) feet of either end of a safety zone (section 19-167), or within twenty (20) feet of a taxicab stand (section 19-171), or within twenty (20) feet of an intersecting way (section 19-166(i)), or parking upon any sidewalk (section 19-166(b)), or parking on a bridge and the approach thereto (section 19-166(m)), or within fifteen (15) feet of a wall of or directly across the street from a fire station (section 19-166(j)), or parking over twelve (12) inches from the curb or parking in the wrong direction (section 19-166(e)), or within a loading zone in excess of the time permitted (section 19-172), or within a residential area without appropriate sticker (section 19-201), or otherwise than at the required angle in an angle parking zone (section 19-175), parking in or obstructing access to a designated fire lane (section 19-166(o)); parking in a school drop off zone in excess of time permitted (section 19-179); or stopping in violation of the applicable restrictions (section 19-180), or parking at a parking meter in violation of the provisions applicable thereto (sections 19-188 to 19-190, 19-194 and 19-195, or in any other area where parking is permitted for a limited period of time in excess of the time allowed (section 19-166).
- (5) The following offenses shall be punished by a fine of five dollars (\$5.00): Parking a vehicle other than a commercial vehicle at night in violation of the provisions applicable thereto (section 19-174(b) and (c)) at night in violation of the provisions applicable thereto (section 19-174).
- (6) Should the fines established herein not be paid within twenty-one (21) days of the offense, the following surcharges shall be due and payable to the parking clerk of the city in addition to the fine originally assessed:

For a \$5.00 fine – initial surcharge shall be an additional \$10.00.

For a \$15.00 fine – initial surcharge shall be an additional \$10.00.

For a \$20.00 fine – initial surcharge shall be an additional \$10.00.

#57-09(2)

This is Google's cache of <http://www.mass.gov/legis/laws/seslaw08/sl080465.htm>. It is a snapshot of the page as it appeared on Jan 15, 2009 18:26:29 GMT. The current page could have changed in the meantime. [Learn more](#)

These search terms are highlighted: **massachusetts acts 2008 chapter 465**

[Text-only version](#)

Chapter 465 of the Acts of 2008

AN ACT INCREASING THE FINE FOR PARKING IN POSTED BUS STOPS.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Section 20A of **chapter** 90 of the General Laws, as appearing in the 2006 Official Edition, is hereby amended by inserting after the word "thereafter", in line 88, the following words:- ; provided, however, that the fine for the violation of parking a motor vehicle within a posted bus stop shall be \$100.

SECTION 2. Section ~~20A½~~ of said **chapter** 90, as so appearing, is hereby amended by inserting after the word "that", in line 73, the following words:- the fine for the violation of parking a motor vehicle within a posted bus stop shall be \$100; and provided further, that.

Boston & Cambridge

SECTION 3. Section 46 of **chapter** 161A of the General Laws, as so appearing, is hereby amended by adding the following paragraph:-

The authority may promulgate rules and regulations concerning any posted authority bus stops throughout the authority service area. The authority, in consultation with the registry of motor vehicles, shall develop a uniform citation for the violation of parking a motor vehicle within a posted authority bus stop and all such citations issued by the authority shall be processed by the authority and the revenue generated from those citations shall be distributed equally between the authority and the municipality in which the citation was issued. Nothing in this section shall impair a municipality's authority to issue citations for parking in a posted bus stop within that municipality. All citations for parking in a posted bus stop issued by a municipality shall be processed by the municipality and the municipality shall retain all the revenue generated by the citations. Not more than 1 citation shall be issued to the same vehicle for parking in a posted bus stop within a 24-hour period. If a **Massachusetts** Bay Transportation Authority police officer tows a vehicle, the tow shall be completed in a manner consistent with the towing policies and procedures of the municipality in which the illegally parked vehicle is located.

SECTION 4. If a municipality and the authority have entered into an agreement concerning the issuance of citations for parking in a posted bus stop before the effective date of section 3, the terms of that agreement shall control until the termination of that agreement.

Approved January 7, 2009

Return to:

[List of Laws passed in 2008 Session](#)
[General Court home page, or](#)

INTEROFFICE MEMO

To: Members of the Public Safety and Transportation Committee

From: Marie M. Lawlor
Assistant City Solicitor

Date: February 18, 2009

Re: Item #57-09 Increasing fine for illegally parking in a bus stop

Chapter 465 of the acts of 2008, signed into law by Gov. Patrick on January 7, 2009, amends the provisions of G.L. c. 90 §20A (which was accepted by the City of Newton in 1981) by setting a mandatory fine for illegally parking in a posted bus stop at \$100.00. This law will take effect on April 27, 2009. Prior to this amendment, c. 90 §20A authorized the City to set the fine within a range up to a maximum of \$25.00.

Currently, Section 19-9(4) of Newton's ordinances sets the fine for illegally parking in a bus stop at \$15.00. The law department recommends amending Section 19-9 so as to be consistent with the new state law. A draft board order is attached for discussion purposes.

09 FEB 18 PM 7:29
CITY CLERK
NEWTON, MA 02459

#57-09

DRAFT FOR DISCUSSION PURPOSES:

CITY OF NEWTON
IN BOARD OF ALDERMEN
ORDINANCE NO.

February , 2009

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

That the Revised Ordinances of Newton, Massachusetts, 2007, as amended, be and are hereby further amended with respect to Section 19-9 **Penalty for Parking Violations** as follows:

1. By adding the letter "s" to the word "offense" in the first sentence of paragraph (1) of Section 19-9, thereby making the word plural.
2. By adding, after the parenthetical "(section 19-199)" in the last sentence of paragraph (1) of Section 19-9, the following language:

 ", or for illegally parking in a bus stop (section 19-170)."
3. By deleting, after the parenthetical "(section 19-167)" in the first sentence of paragraph (4) of Section 19-9, the clause "or in a bus stop (section 19-170),"

Approved as to legal form and character:

DANIEL M. FUNK
City Solicitor

Under Suspension of Rules
Readings Waived and Adopted

EXECUTIVE DEPARTMENT
Approved:

(SGD) DAVID A. OLSON
City Clerk

(SGD) DAVID B. COHEN
Mayor

entrance or walkway; shall be adjacent to curb ramps or other unobstructed methods permitting sidewalk access to a handicapped person; and shall be twelve feet wide or two eight-foot wide areas with four (4) feet of cross hatch between them.

(c) It is hereby prohibited for any person to leave any unauthorized vehicle (lacking an HP/V plate) within a parking space designated for use by disabled veterans or handicapped persons, as authorized by clause (23) of section 21 of chapter 40 of the General Laws, or to leave such unauthorized vehicle in such a manner as to obstruct a curb ramp designed for use by disabled veterans or by handicapped persons as a means of egress to a street or public way.

(d) The penalty for violation of any provision of this ordinance shall be as follows: for the first offense, fifteen dollars (\$15.00); for the second offense, twenty-five dollars (\$25.00); and for each subsequent offense, the vehicle may be removed according to the provisions of section 120D of chapter 266 of the General Laws. (Ord. No. R-252, 7-12-82)

Cross reference—Police department, Ch. 24

Cross reference—Veterans' services, Ch. 28

Sec. 19-200. Resident sticker and visitor permit; municipal lot parking program.

There shall be a resident sticker parking and visitor permit parking program in the City of Newton to govern overnight parking of residents' and visitors' motor vehicles in designated municipal parking lots as follows:

A. Resident Sticker Parking:

- (1) A resident parking sticker of a design specified by the chief of police shall be issued by the police department to an owner of a motor vehicle which is registered in the Commonwealth of Massachusetts, in a state other than the Commonwealth of Massachusetts, or by the federal government, with a registered gross weight of under two and one-half (2½) tons, principally garaged in the City of Newton, owned or used by a resident of the City of Newton, and which otherwise qualifies for issuance of a sticker under this ordinance.

- (2) Acceptable proof of residency for subsection (1) will be either: (A) a signed, current lease showing the applicant's name as a tenant or a signed written statement from the property owner or landlord affirming that the applicant is a resident of the subject property; or (B) a current registration certificate issued by the Registry of Motor Vehicles, Commonwealth of Massachusetts, stating the information required in section 1; or (C) a current registration certificate issued by the Registry of Motor Vehicles, Commonwealth of Massachusetts, accompanied by a Massachusetts Registry of Motor Vehicles "Change of Address Form", properly completed and stating the information required in subsection (1). The police department may require the Registry of Motor Vehicles "Change of Address Form" to be completed by the applicant and left with the department for mailing directly to the Registry of Motor Vehicles if there is any doubt as to the authenticity of the applicant's proof required under subsection (2)(C). The Registry form must contain the information required in subsection (1).

- (3) The chief of police shall, in the exercise of his discretion, determine which municipal parking lot to assign to a particular resident or visitor based on consideration of the area of the city resided in, the resident's proximity to a municipal lot and the capacity of a lot, as well as consideration of the health, safety and welfare of the general public.
- (4) The number of resident parking stickers issued to a resident shall be limited as follows:

- a) Any dwelling unit which has on the property upon which the unit is sited a curb cut and either a garage or some other space, driveway or area suitable for parking one or more cars shall have the maximum number of parking stickers available under the ordinance reduced by the number of spaces on the property.

NEWTON CODE — MOTOR VEHICLES AND TRAFFIC

The determination of the number of available parking spaces shall be made by the city traffic engineer, who shall visit each site on an application-made basis and report his findings to the police department before a parking sticker is issued to the resident. An available parking space shall be any on-site parking area measuring twenty (20) feet by eight (8) feet.

- b) For residents of a single or two family house, the maximum number of resident parking stickers shall be two (2) per dwelling unit.
 - c) For residents of a three family or four family house, the maximum number of resident parking stickers shall be one per dwelling unit.
 - d) For residents of legally zoned apartments, apartment buildings, or condominium dwelling units, the maximum number of resident parking stickers shall be two (2) per apartment or dwelling unit.
- (5) Other provisions governing resident sticker parking:
- a) Resident parking stickers will show the registration number of the vehicle to which it is assigned, the sticker's effective year, and the municipal parking lot area designated by the chief of police for parking the vehicle.
 - b) Resident parking stickers shall be affixed to the most rear side window on the passenger side of the motor vehicle in full view and completely readable from the exterior of the vehicle.
 - c) Resident parking stickers shall expire on December 31 of each year.

B. Visitor Permit Parking:

- (1) One or more visitor parking permits of a design specified by the chief of police shall be issued by the police department to any

resident who is listed in the current police listing for the City of Newton.

- (2) Visitor permits issued by the police department will show the registration number of the vehicle to which it is assigned, the permit's effective dates, and the municipal lot area designated for parking the vehicle.
 - (3) Visitor permits shall be affixed to the most rear side window on the passenger side of the motor vehicle in full view and completely readable from the exterior of the vehicle.
 - (4) Visitor parking permits shall be issued for a period of time not to exceed five (5) days and shall be issued for the same vehicle registration number not more than three (3) times in one calendar year.
 - (5) Visitor permits will not be replaced if lost.
 - (6) Parkers with a visitor permit must obey all other regulations that govern parkers with a resident sticker.
- C. Other Provisions Governing Resident Sticker and Visitor Permit Municipal Lot Parking:*
- (1) Applications for resident stickers or visitor permits shall be made on a form prescribed by the chief of police.
 - (2) Vehicles authorized to park overnight in municipal lots shall not be assigned to a specific space in the lot but shall be permitted to park in any marked space on the first arrived basis until all marked spaces in the lot have been filled.
 - (3) Resident stickers and visitor permits shall be issued by the police department to qualified applicants free of charge.
 - (4) Resident stickers and visitor permits and ordinances governing their use shall be effective daily between the hours of 7:00 p.m. and 7:00 a.m. for municipal lot parking. All other parking and traffic regulations and ordinances of the City of Newton remain in

full force and effect and must be obeyed by sticker or permit parkers.

- (5) All sticker or permit parking in municipal lots shall automatically be suspended upon the declaration of a snow emergency in the city by the chief of police or his designee.
- (6) Resident stickers and visitor permits will automatically be revoked if a motor vehicle ceases to qualify under this section, if the sticker or permit is applied to a vehicle other than the one so designated at the time of application, or if the applicant for a visitor permit ceases to qualify under this section.
- (7) For purposes of this section, all references to municipal parking lots or to municipal lots shall be deemed the equivalent of references to municipal off-street parking areas as may appear in chapter 19 of the Revised Ordinances. References to municipal parking lots, municipal lots or municipal off-street parking areas shall not include any parking areas adjacent to Newton public schools or within school grounds.
- (8) Appeals from this section must be filed in writing with the board of aldermen within thirty (30) days of the police department's denial of an application for a resident sticker or visitor permit, which board shall be limited in its review to factual errors in information submitted to the chief of police or the police department or to whether the chief of police or police department's discretion was abused.
- (9) This ordinance, together with any amendments thereto, will be posted in the offices of the police department. (Ord. No. R-288, 1-17-83; Ord. No. R-289, 2-8-83; Ord. No. R-294, 2-22-83; Ord. No. S-2, 7-11-83; Ord. No. T-304, 11-1-93)

Sec. 19-201. Resident sticker and visitor permit parking program.

There shall be a resident sticker and visitor permit parking program in the City of Newton to govern

parking of residents' and visitors' motor vehicles on designated city streets in restricted areas during designated times, as follows:

A. Establishment of restricted area.

- (1) One or more residents or property owners of the City of Newton, the chief of police or the commissioner of public works or his designee may petition the board of aldermen acting through the traffic council to amend these ordinances in order to establish, extend, reduce or delete an area in which parking shall be restricted to vehicles displaying valid resident stickers or visitor permits for that area. In order for a resident's or property owner's petition to establish or extend a restricted area to be considered by the traffic council and board of aldermen, it must be submitted with signatures of one or more residents of each of at least fifty percent (50%) of the dwelling units located in the area in which parking restrictions are proposed. Such an area may be any portion or all of one or more streets, but the minimum proposed restricted area must be at least one street block in length, and any restricted area must be bordered only by properties the primary use of which is residential. In addition, no petition for a restricted area will be considered unless alternative parking restrictions, such as time limitations or parking prohibitions, covering the entire proposed restricted area, have been in effect for at least one (1) year immediately prior to such consideration. Permit parking restrictions shall not be established for any period between 2:00 a.m. and 6:00 a.m.
- (2) Upon receipt of such a petition as specified above, the traffic council shall schedule a public hearing within sixty (60) days and notices of such hearing shall be sent to abutters and to those residents and property owners of record at all addresses within five hundred (500) feet of the proposed or existing restricted area. The board of aldermen shall not deny a petition because of defects in the notice procedure required

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by this section, unless a resident, property owner, or abutter has been prejudiced thereby.

- (3) In reviewing the petition, the traffic council shall consider the following criteria:

- a) vehicular circulation and safety;
- b) pedestrian safety;
- c) lack of convenient off-street parking for residents of the area of the proposed restriction;
- d) level of demand for on-street parking by nonresidents of the area of the proposed restriction, including analysis of probable displacement of nonresidential parking to adjacent residential areas if the proposed restrictions should be implemented;
- e) extent to which existing and/or alternative parking regulations are ineffective to deal with parking problems in the area of the proposed restriction.

- (4) The board of aldermen may establish a restricted area only in an area where alternative parking restrictions, such as time limitations or parking prohibitions, have been in effect for at least one (1) year immediately prior to the petition. The traffic council shall review the effectiveness of the existing restrictions prior to recommending establishment of a new restricted area.

- (5) Following the public hearing, the traffic council may recommend and the board of aldermen may adopt an ordinance establishing or deleting one or more areas, as related to the petition, in which parking shall be restricted to residents of the particular restricted areas during time periods to be established as part of such ordinance.

B. Issuance of resident parking stickers:

- (1) Resident parking stickers shall identify the restricted area to which they apply and shall be of a design specified by the chief of police. One such sticker for a restricted area shall be issued by the chief of police or his designee to an owner of a motor vehicle which is registered in the Commonwealth of Massachusetts, with a registered gross weight of under two and one half (2½) tons, which is principally garaged in the City of Newton at an address which borders a restricted area or which is contiguous to a lot that borders said restricted area, as established in accordance with subsection (a) above, which is owned or used by a resident of the City of Newton at said address, and which otherwise qualifies for issuance of a sticker under this section. Notwithstanding the foregoing, the owner of a motor vehicle principally garaged at a lot which is contiguous to the rear lot line of a non-corner lot bordering the restricted area will not be entitled to a sticker.

- (2) Upon establishment of a restricted area by the board of aldermen, the city engineer shall determine those addresses at which registered vehicles shall be eligible to receive resident parking stickers, and forward a list of such addresses to the chief of police and to the board of assessors. The board of assessors shall provide a description of the use at each address including the existing number of dwelling units as it appears in the assessing records, and forward that information to the chief of police.

- (3) Acceptable proof of residency in subsection (1) hereof will be either (A) a current registration certificate issued by the Registry of Motor Vehicles, Commonwealth of Massachusetts, stating the information required in subsection (1); or (B) a current registration certificate issued by the Registry of Motor Vehicles, Commonwealth of Massachusetts, accompanied by a Massachusetts Registry of Motor Vehicles "Change of Address Form", properly completed and stating the information required in subsection (1). The police department may require the Registry of

Motor Vehicles "Change of Address Form" to be completed by the applicant and left with the department for mailing directly to the Registry of Motor Vehicles if there is any doubt as to the authenticity of the applicant's proof under subsection (3)(B). The Registry form must contain the information required in subsection (1).

- (4) The number of resident parking stickers issued to a resident at an eligible address shall be limited as follows: the maximum number of resident parking stickers for residents at eligible addresses shall be two (2) per dwelling unit. Motor vehicles not registered at the address shall not be eligible for a sticker.
- (5) Other provisions governing resident sticker parking:
 - a) Resident parking stickers shall show the registration number of the vehicle to which it is assigned, the sticker's effective year, and the area in which it is effective.
 - b) Resident parking stickers shall be affixed permanently to the most rear window on the passenger side of the motor vehicle.
 - c) Resident parking stickers shall expire on December 31 of each year.
 - d) Any outstanding fines for parking violations attributable to the motor vehicle for which a resident parking sticker is requested must be paid in full before said sticker is issued. *Established ?*
 - e) The fee for resident parking stickers shall be ten dollars (\$10.00) per year per vehicle.
 - f) Notwithstanding the provisions of this section or any other provision in this chapter to the contrary, no penalty shall be imposed for the parking on any street designated as resident permit parking area of any vehicle owned and operated by a disabled veteran or handicapped

person whose vehicle bears the distinctive number plate authorized by section 2 of chapter 90 of the General Laws or for the parking of any vehicle used to transport a disabled veteran or handicapped person who bears a properly displayed special parking identification placard as authorized by section 2 of chapter 90 of the General Laws.

C. Issuance of visitor parking permits:

- (1) Visitor parking permits shall be distinguished by area, shall be transferable between vehicles, and shall be of a design specified by the chief of police.
- (2) Two (2) such permits for a restricted area shall be issued by the chief of police or his designee to any resident eligible for the issuance of resident parking stickers. Notwithstanding the foregoing, the maximum number of visitor parking permits shall be two (2) per dwelling unit. For residents of a dwelling unit in a restricted area in which there exists a home office or home occupation permitted as an accessory use by sections 30-8(c) and 30-9(2)(i) of the Revised Ordinances, the maximum number of visitor parking permits may be increased by one (1), unless the home office is that of a physician or dentist, in which case the maximum number of visitor parking permits may be increased by two (2).
- (3) Visitor parking permits shall show the permit's effective year and shall expire on December 31 of each year.
- (4) Visitor parking permits will not be replaced if lost.
- (5) Visitor parking permits shall be issued to qualified residents free of charge.
- (6) Visitor parking permits shall be displayed on the left (driver's) side of the front windshield of the motor vehicle in full view and completely readable from the exterior of the vehicle.

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D. Exemptions:

- (1) Visitor parking permits for a restricted area may be issued by the chief of police or his designee in such a number, and to such institutions, organizations, or persons, as the board of aldermen shall authorize in establishing permit-parking restrictions in accordance with subsection (a) above.
- (2) Such additional visitor permits shall be issued, where authorized by the board of aldermen, free of charge.
- (3) The chief of police or the chief's designee may, at his discretion and upon request of any resident at an eligible address, waive the permit parking restrictions in a restricted area for a limited period of time.

E. Other provisions governing resident sticker parking and visitor permit parking:

- (1) Applications for resident stickers or visitor permits shall be made on a form prescribed by the chief of police or his designee.
- (2) Resident stickers and visitor permits and ordinances governing their use shall be effective in locations and during hours established in accordance with subsection (a) above. All other parking and traffic regulations and ordinances of the City of Newton shall remain in full force and effect and must be obeyed by sticker and permit holders.
- (3) Resident stickers and visitor permits do not authorize holders to park overnight in municipal lots.
- (4) All sticker or permit parking shall automatically be suspended upon the declaration of a snow emergency or any disaster in the city by the chief of police or his designee.
- (5) Resident stickers and visitor permits will automatically be revoked if a motor vehicle ceases to qualify under this ordinance, if the sticker or permit is applied to a vehicle other

than the one so designated at the time of application, or if the applicant for a visitor permit ceases to qualify under this section.

- (6) Resident stickers and visitor permits if not properly affixed or displayed on the motor vehicle, shall be deemed to be of no effect.
- (7) The fee for issuance of a replacement resident parking sticker shall be two dollars (\$2.00).
- (8) No parking restrictions established hereunder shall be effective on legal holidays, on Sundays from 6:00 a.m. to 2:00 p.m., on Saturdays or on religious holidays on streets abutting any house of worship during hours of religious services at such house of worship, or during municipal or Newton Public Schools or Newton Community Schools events or functions in areas affected by said events or functions.
- (9) If any provision of this ordinance or the application of such provision to any person or circumstance shall be held invalid, the validity of the remainder of this ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.
- (10) This section, together with any amendments thereto, will be posted in the office of the city clerk. (Ord. No. S-155, 2-18-86; Ord. No. T-168, 9-3-91; Ord. No. T-169, 7-8-91; Ord. No. T-230, 6/1/92; Ord. No. T-236, 7/13/92; Ord. No. T-304, 11/1/93; Ord. No. V-154, 12-1-97)

Sec. 19-202. Resident restricted areas.*

Abbott Street, Newton Upper Falls: both sides, entire length.

Bolton Road: both sides, 7:00 a.m. to 4:00 p.m.

Brentwood Avenue: both sides, entire length.

Calvin Road: both sides, 7:00 a.m. to 4:00 p.m., when schools are in session.

Carthay Circle, Newton Highlands: both sides,

NEWTON POLICE TRAFFIC BUREAU
NEWTON POLICE DEPARTMENT
CITY OF NEWTON

#56-09

#56-09

INTER-OFFICE CORRESPONDENCE

TO: Ald Stephen Linsky
FROM: Sgt. James Norcross

DATE: February
SUBJECT: Fee's

Re: # 56-09

I have been assigned to the Newton Police Traffic Bureau for the last 15 years. During this period there has not been a rate adjustment to the fee for the Resident Parking Stickers, nor has there been a fee established for the Municipal Lot Sticker.

Currently the fee for a Resident Parking Sticker is \$10.00 per sticker. There is a maximum of 2 stickers allowed by City Ordinance per dwelling. Included in that \$10.00 fee a resident who qualifies is also issued 2 Visitor Placards.

Municipal Lot Stickers are issued to residents of Newton as a form of relief from the all night parking ban, when they can demonstrate that there is no parking available to them on their property. Currently there is no fee for these stickers.

The stickers for both Resident Parking and Municipal Lot Parking are professionally printed at Quik Stik - Xygraphix P.O Box 490100 Everett, Ma. 02149, 617-389-7570.

Annually we have 300 Resident Parking Stickers printed, with 300 Municipal Lot Stickers printed.

The costs for the stickers are as follows:

Resident Parking Stickers \$335.71

Municipal Lot Stickers \$335.00

The Visitor Placards for the Resident Parking program are printed by the state prison system at a cost of \$33.15 for five hundred placards.

In addition to the costs associated with the printing of the stickers and the placards, I think its important to consider other cost factors that should be figured in.

The following will be rough estimates for the amount of time it takes to issue one of the above mentioned stickers.

09 FEB 19 AM 9:35
CITY CLERK
NEWTON MA. 02459

The majority of the stickers are processed by a civilian clerk in the Newton Police Dept. Traffic Bureau.

The hourly wage for the civilian clerk is \$20.92.

When a citizen comes in for a permit this would again be a rough time line for the issuance of the permit.

Processing the application, that is generally filled in at the counter, typing the information on the stickers and placards is roughly 10 minutes per sticker. After the sticker is issued the information is then put into a computer program to log in and account for the money received from the permit. Weekly, a report is then generated for monies received for the permits and sent to the Chief's Office. The documenting of the money takes approximately 2 to 3 minutes. The weekly report is generated in 5 to 10 minutes.

Considering that the costs of the Resident Parking Stickers has not been raised, apparently since the inception of the program and there is no current fee for the Municipal Parking Lot program, I feel its time to review the current rates and would suggest that an increase be considered to cover all costs associated with the issuance of the stickers.

Annually there is around 230 Resident Parking Permits issued. The figure for the Municipal Parking Lot Stickers is generally around 200, this number is a little more difficult to anticipate (for printing purposes) because the average household seems to have more vehicles registered to it at times creating a difficult situation for residents to abide by the all night parking ban.