CITY OF NEWTON

IN BOARD OF ALDERMEN

PUBLIC FACILITIES COMMITTEE AGENDA

WEDNESDAY, JUNE 5, 2013

8 PM **Please note late start** Room 209

ITEMS SCHEDULED FOR DISCUSSION:

Public hearing assigned for June 5, 2013:

#190-13 <u>HPC WIRELESS</u> petitioning for a grant of location to install 4" fiber optic cable duct bank in WEBSTER STREET from an existing pole to the Massachusetts Turnpike Property. (Ward 3) [05-01-13 @ 10:07]

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

#211-13 <u>HIS HONOR THE MAYOR</u> requesting authorization to appropriate and expend the sum of two hundred seventy-five thousand dollars (\$275,000) from bonded indebtedness to fund accessibility improvements at the Lower Falls Community Center. 05/28/13 @ 3:51 PM]

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

#212-13 <u>HIS HONOR THE MAYOR</u> requesting authorization to transfer the sum of sixty-five thousand dollars (\$65,000) from the Public Buildings Department Full-time Salaries Account and appropriate the sum of thirty-five thousand dollars from Free Cash to fund the purchase of vehicles for the Public Buildings Department. [05/28/13 @ 3:50 PM]

REFERRED TO PROGRAMS & SERV. AND PUBLIC FACILITIES COMMITTEES

#315-12 <u>ALD. FULLER, RICE AND GENTILE</u> of the Angier School Building Committee providing updates and discussion on the Angier School Building project as it develops through the site plan approval process. [10-02-12 @ 3:37PM]

ITEMS NOT SCHEDULED FOR DISCUSSION:

#202-13 <u>ALD. JOHNSON</u> requesting an update from the Department of Public Works on the education and marketing campaign of recycling in the City of Newton. [05/20/13 @ 11:04 PM]

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

- #163-12 <u>ALD. CROSSLEY AND SALVUCCI</u> requesting discussion with the Department of Public Works to review prioritization of snow and brush storage sites across the city and to remove the Nahanton Park site from the list in order to facilitate location of the temporary fire station while Station #10 (Dedham Street) is under construction. [04/25/13 @ 4:30 PM]
- #152-13 <u>ALD. ALBRIGHT</u> requesting a discussion with the Department of Public Works regarding the new LED streetlight pilot. [04/01/13 @ 8:53 AM]

REFERRED TO PUBLIC FACILITIES AND FINANCE COMMITTEES

- #41-13

 ALD. CROSSLEY, FULLER AND SALVUCCI requesting a discussion with the administration to review how the city inventories, plans for, budgets and accounts for needed smaller capital expenditures (currently set at under \$75,000), which are excluded from the Capital Improvement Plan (CIP); how to make these non-CIP capital maintenance items visible, and how to integrate them with the overall planning, CIP, and budgeting processes. [01/14/13 @ 5:02 PM]
- #153-13 <u>PUBLIC FACILITIES COMMITTEE</u> requesting periodic updates on the progress of the citywide storm water system assessment needed to define the scope of repairs to the system, as well as methods of financing the assessment and an accounting of the storm water enterprise fund. [04/02/13 @ 11:02 AM]

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

- #138-13 <u>HIS HONOR THE MAYOR</u> requesting authorization to appropriate an amount that is yet to be determined from bonded indebtedness for the purpose of funding the Carr School renovation project. [03/25/13 @ 3:58 PM]
- #131-13 <u>ALD. CROSSLEY, FULLER, SALVUCCI, JOHNSON, CICCONE</u> requesting periodic updates and discussion, at the discretion of the members of the Public Facilities Committee or the Commissioner of Public Works, on the condition functioning, operations and management of all elements of the City sewer water and storm water systems including the following:
 - Water meters
 - Implementation of the ten project area strategic plan to remove infiltration in the City sewer system
 - Implementation of the long range strategic plan to repair and replace City water mains, especially to correct for fire flow
 - Status of the City's Private Inflow Removal Program to resolve and disconnect illegal storm water connections to the City sewer system
 - Current billing practices
 - Rates analyses needed to facilitate an informed comparison of billing options to include the following options either alone or in combination: seasonal rates, second meters, tiered rates, frequency of billing, low income credits. [03/23/13 @ 11:13 AM]

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- #112-13 <u>VERIZON NEW ENGLAND, INC.</u> petitioning for a grant of location to relocate Pole # 78/4 on WILLIAMS STREET northerly 65'+ from its current location in order to relocate service to a customer. (Ward 3) [02/27/13 @ 9:35 PM]
- #11-13 <u>ALD. YATES</u> requesting that His Honor the Mayor apply to the United States Environmental Protection Agency for designation as a Green Power Partner in addition to its designation by the Massachusetts Office of Energy Resource as a Green Power Community. [12/14/12 @ 3:03 PM]
- #301-12(2) <u>PUBLIC FACILITIES COMMITTEE</u> requesting updates on the progress of the Carr School Renovation Project.

REFERRED TO FINANCE AND APPROPRIATE COMMITTEES

#257-12

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

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

- #256-12 <u>ALD. HESS-MAHAN, SANGIOLO & SWISTON</u> proposing and ordinance promoting economic development and the mobile food truck industry in the City of Newton. [08/06/12 @4:46 PM]
- #246-12 <u>RECODIFICATION COMMITTEE</u> recommending Sec. 25-1, which requires a permit to create a trench, be reviewed to determine if a new section relative to excavation should be established to regulate unsafe excavation beyond the regulation of trenches, as the City Engineer has advised that all trenches are excavations, but not all excavations are trenches, which amendment would replace **Sec. 20-53. Excavations; protection; erection of barriers.**, which was deleted as part of recodification because it conflicted with Sec. 25-1.
- #245-12 <u>RECODIFICATION COMMITTEE</u> recommending that Chapter 11, RECYCLING AND TRASH as most recently amended by Ordinance Z-68 and Z-87, dated 6/21/10 and 5/16/11, respectively, be reviewed and be amended as necessary.
- #99-12 ALD. LAREDO, ALBRIGHT, CROSSLEY & KALIS requesting a discussion with His Honor the Mayor regarding the creation of a long-range master plan (20-25 years) regarding the means, methods, timing, and coordination to address the City's complete infrastructure needs, including but not limited to school buildings, fire stations, other municipal buildings, streets, sidewalks, trees, playgrounds and other recreational facilities, water, stormwater, and sewer systems, and all other facilities and infrastructure identified in the city's recent capital assessment. The master plan should be comprised of specific plans from

individual departments and at a minimum, the master plan should (a) identify those infrastructure needs and (b) present a phased plan, with identifiable funding sources for meeting those needs. [04-04-12 @ 10:30 PM]

REFERRED TO PROG. & SERV AND PUBLIC FACILITIES COMMITTEES

- #36-12 <u>ALD. CROSSLEY & FULLER</u> requesting Home Rule legislation or an ordinance to require inspections of private sewer lines and storm water drainage connections prior to settling a change in property ownership, to assure that private sewer lines are functioning properly and that there are no illegal storm water connections to the city sewer mains.
 - A) Sewer lines found to be compromised or of inferior construction would have to be repaired or replaced as a condition of sale;
 - B) Illegal connections would have to be removed, corrected, and re-inspected in accordance with current city ordinances and codes, as a condition of sale. [01/24/12 @ 8:07 AM]

REFERRED TO PS&T AND PUBLIC FACILITIES COMMITTEES

- #413-11 <u>ALD. CICCONE, SALVUCCI, GENTILE & LENNON</u> updating the Public Facilities and Public Safety & Transportation Committees on the progress of renovations to the city's fire stations. [11-17-11 @11:07 AM]
- #138-11 <u>ALD. CROSSLEY AND SCHNIPPER</u> requesting a report from the Department of Public Works regarding the energy use and maintenance costs for the City's streetlights and gaslights and costs/payback associated with recommended energy efficiency measures. [04-21-11 9:08 AM]

REFERRED TO PS&T AND PUBLIC FACILITIES COMMITTEE

#41-11 ALD. JOHNSON, LENNON AND DANBERG requesting discussion of the elimination, except during snow emergencies, of the overnight parking ban which is in effect from November 15 through April 15. [01/18/11 @ 9:00 PM]

REFERRED TO PROG & SERV AND PUBLIC FACILITIES COMMITTEES

- #245-10 <u>ALD. SCHNIPPER AND SANGIOLO</u> requesting discussion with National Grid regarding the possible damage to trees as a result of gas leaks. [09/01/10 4:00 PM]
- #223-10 <u>ALD. YATES & ALBRIGHT</u> requesting updates on the status of the reconstruction of the Needham/Newton Street corridor, which include details on the reconstruction funding, plans for the revitalization of the area, and plans for the implementation of transportation improvements. [07/15/10 @ 1:02 PM]

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- #367-09 <u>PUBLIC FACILITIES COMMITTEE</u> requesting discussion with the Law Department on how to resolve the dispute with NStar regarding whose responsibility it is to repair the streetlight connection between the manhole and the base of the streetlight. [10/21/09 @ 9:00 PM]
- #253-07

 ALD. LINSKY ALBRIGHT, JOHNSON, HARNEY, SANGIOLO, SALVUCCI, MANSFIELD, BURG, SCHNIPPER requesting (1) a review as to how provisions of applicable ordinances, specifically 5-58, were implemented during the course of the Newton North project, and (2) consider proposed revisions of 5-58 including, but not limited to:
 - (a) timely provision of documentation by the public building department to the Board of Aldermen and Design Review Committee;
 - (b) establishment of liaison committees to facilitate communications and input from neighborhoods affected by projects subject to this ordinance;
 - (c) approval of final design plans by the Board of Aldermen of projects subject to this ordinance;
 - (d) oversight during the construction phase of projects subject to this ordinance by appropriate Board committee(s) both in respect to approval of change orders as well as design changes; and
 - (e) generation of a required record detailing the entire construction process by the public building department to guide present and future oversight of projects subject to this ordinance. [08/07/07 @ 3:12 PM]
 - (f) establishment of a committee to provide oversight for public building construction and renovation during all phases of planning, design and construction.

Respectfully submitted,

Anthony J. Salvucci, Chairman

CITY OF NEWTON MASSACHUSETTS

PETITION for GRANT OF LOCATION

To the Petitioner:

City of Newton Ordinance Section 23-52 requires that each petition for grant of location be submitted to the Board of Aldermen before it is sent to the Public Works Department for a preliminary review. The comments of the Public Works Commissioner will be part of the record submitted to the Board of Aldermen. Upon filing with the Board of Aldermen, the petition will be scheduled for a public hearing before the Public Facilities Committee of the Board of Aldermen. The petitioner is responsible for insuring that the petition is complete and all required materials are in order for review. Attached please find the City Engineer's Standard Requirements for Plans and the Department of Public Works Permit Processing brochure.

	Crant	OFLO	cotion	Process:
ų		411 1.6		P FOCESS:

- 1. Applicant submits completed Petition Form and required materials to the Board of Aldermen
- 2. Public Works Department conducts preliminary review and gives written comments the applicant
- 3. Engineering Division files Petition Form with comments with the Clerk of the Beard of Aldermen
- 4. Board of Aldermen schedules petition for a public hearing before the Public Factities committee of the Board of Aldermen
- 5. Public Facilities Committee recommendations are forwarded to the Board of Adermen for a Public decision

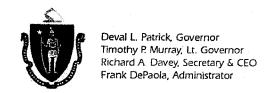
Questions my be directed to:

Lou Taverna, City Engineer, 617-796-1020 Shawna Sullivan, Clerk of the Board of Aldermen, 617-796-1213

I. IDENTIFICATION (Please Type or Print Clearly)	
Company Name HPC wiceless	
Address 5 Avenue C	
Hopkinton ma 01748	
Phone Number 617 335-6296 Fax Number	
Contact Person Richard Pasci Vo Title Roject Manager	
Signatura Date 5/1/2013 Person filing application	

If a telecommunications company, indicate how certified by the Department of Telecommunications and Energy:

II. DESCRIPTION OF PROJECT: to be completed by petitioner
A. Write here or attach a description of the project including, location, proposed time frame for completion, type of materials to be used, benefit provided to the City, project mitigation plan as applicable, street reconstruction plan including timetable for completion. Rom conduct From existing Pole through Wdwy to existing telecom terms (2) 4" conducts
MASSDUT Permit NO. 6-2013-0038.
B. Include or attach a sketch to provide a visual description of the project. If plans are attached, provide: Title of Plan MASS, Rive Tower Date of plan B/65/2012
III. PUBLIC WORKS DEPARTMENT REVIEW
Date received by Public Works Department
Check One: Minor Project Major Project Lateral
(Refer to City Engineer Standard Requirements for Plans for definition of minor and major project)
Plans Submitted: Certified Plot Plan Stamped Plans
DATE AND COMMENTS: RECOMMENDATIONS: 1. 30 min imm cover on all frenches 2. Backfill shall be excavatable fill.
1. Steet opening permit required 3 bituminous concrete readway shall be replaced from City of Newton inking to City of Newton Space is calions a Koncrete side will panels dhyaged and concrete side by the panels of the panels of the replaced
prior to work faminged. Sind to ADA Bichi tectural Board specification of the ADA Bichi tectural Board specification
M. J. O Thea 5. Traffic shall be maintained.
V. RECOMMENDATION TO PUBLIC FACILITIES COMMITTEE:
Commissioner, Public Works 5/9/13 Date





April 25, 2013

Mr. Richard Pasciuto **HPC Wireless** 5 Avenue C Hopkinton, MA 01748

SUBJECT:

PERMIT #6-2013-0038

FIBER OPTIC CABLE DUCT BANK INSTALLATION, WEBSTER STREET,

NEWTON, MA

Dear Mr. Pasciuto:

Enclosed is the original, fully executed permit for your records. As stated in the Terms and Conditions, you must contact Mr. Robert Hutcheon to coordinate your access to the state highway. He may be reached at telephone number (857) 368-6308 or via email at robert.hutcheon@state.ma.us.

Once access has been granted, please contact the Highway Operations Center at telephone number (617) 946-3150 prior to and after roadway access.

Should you have additional questions/concerns please feel free to contact me at telephone number (857) 368-6309.

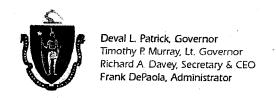
Thank you for your cooperation.

Sincerely,

Michael F. MacQueen

Acting Permit Engineer

D. Belanger, MassDOT CC:





PERMIT - NEWTON

Fiber Optic Cable Duct Bank Installation

Permit # 6-2013-0038

This Permit is issued as of the 25th day of April, 2013 by the Massachusetts Department of Transportation (MassDOT), a body politic and corporate duly established and existing pursuant to G. L. Chapter 6C, having an address of 10 Park Plaza, Suite 4160, Boston, Massachusetts 02116, to HPC Wireless (the "Grantee"), having a usual place of business at 5 Avenue C, Hopkinton, MA 01748 subject to the terms and conditions set forth in this Permit and any attachments to this Permit, to allow the Grantee to enter upon the Property (as that term is defined in Section 1 – "Scope of Work" of this Permit) for the sole purpose of performing the Work as that term is defined in Section 1 – "Scope of Work" of this Permit.

TERMS AND CONDITIONS

- 1. Scope of Work. The MassDOT hereby permits the Grantee, its agents and contractors, to enter upon the properties owned by or under the control of MassDOT located within the state highway layout line on a driveway roadway off of Webster Street in Newton (the "Property") as shown on the plans titled "Sprint VISION MASS. PIKE TOWER BS03XC018 186 WEBSTER ST. WEST NEWTON, MA 02465 MIDDLESEX COUNTY" prepared by the EBI Consulting company for the limited purpose of permitting the Grantee access to excavate and install a new fiber optic duct bank and cable in accordance with the aforementioned plans, if applicable (the "Work"), and in strict accordance with the terms and conditions of this Permit.
 - I. The Grantee shall contact the Area Contact Person, Mr. Bob Hutcheon or designee, from 7:30 AM to 3:00 PM Monday through Friday ONLY at (857) 368-6308 (office) or via email at <u>Robert.hutcheon@state.ma.us</u> two (2) working days prior to the start of work.
 - ii. The applicant is required to complete the Access Work Request Form (attached) and submit it to Mr. Robert Hutcheon via email at Robert.hutcheon@state.ma.us by the Wednesday of the week preceding the work. MassDOT notifications (approvals and denials) will be delivered via email by noon on Friday.
 - iii. Roadway Lane Closure Work Hours: Monday thru Saturday, 7:00 AM to 6:00 PM.
 - Two-way traffic shall be maintained at all times during construction.
 - v. No detours shall be permitted to complete this work.
 - vi. No work will be performed on the day prior to or the day after a holiday or a long weekend which involves a holiday on any highway, roadway or property under the control of the MassDOT or in areas where the work would adversely impact the normal flow of traffic on the State Highway System without permission of the DHD or an authorized representative.
 - vii. MassDOT will not be held liable for any damages to local roads caused by the increase in traffic generated by the detour.
 - viii. The District will assign an inspector for the project whose primary responsibility shall be quality assurance inspections for work on MassDOT infrastructure. There shall be a Reimbursable Number for State Engineering Personnel while inspecting this job. The inspector shall be notified at least 48 hours in advance of work to be performed. Rework required for work performed without an inspector present shall be at no expense to MassDOT.

- ix. It shall be the responsibility of the Grantee to provide access to the property of residents and business owners in the vicinity of the work during progress of the proposed work.
- x. Provisions shall be made for the safety and protection of Pedestrian and Vehicular Traffic during the work. Sufficient uniformed police necessary to control motor vehicle and pedestrian traffic and to man the detour shall be present. The Grantee shall minimize delays to motorists and ensure the safety of pedestrians at no expense to MassDOT.
- xi. All work shall be in compliance with the 1988 Edition of the "Massachusetts Highway Department Standard Specifications for Highways and Bridges", and Specifications Dated November 8, 2000.
- xii. Care shall be exercised so as not to disturb any existing State Highway Traffic Duct Systems or any underground structures that exist. Any disturbance shall be restored immediately to its original condition. All expenses for restoring conditions shall be borne by the Grantee.
- xiii. It shall be the responsibility of the Grantee to install or replace all pavement markings which have been disturbed by this permit. The pavement markings shall be restored within ten (10) Days after this work is performed or as deemed necessary by the District Highway Director or an authorized Representative.
- xiv. The Grantee shall take care during his operations not to damage existing signs. The Grantee is responsible to replace damaged signs at his/her expense in accordance with MassDOT sign Installation protocols.
- xv. No trees shall be removed under this permit.
- xvi. All trenches shall be squared-off and saw-cut. Concrete sidewalk patches shall include the entire panel and shall extend to the nearest control or expansion joint as required. Pavement restoration shall be in accordance with MassDOT typical Trench Detail (attached).
- xvii. All excavated material shall be properly and legally disposed of off site at the Grantee's expense. Excavated material may not be reused unless expressly permitted by an authorized MassDOT representative.
- xviii. The Grantee will be responsible for and shall repair any damage caused by his operation to curbing, structures, roadways, infrastructure, etcetera. Damage to signal conduits or loop detectors shall be repaired by the end of the work day.
- xix. At the completion of this permit, all disturbed areas shall be a) restored to a condition equal to that which existed prior to the work or b) restored as agreed upon by the MassDOT as required at the Grantee's expense.
- xx. The Grantee shall complete and return the "Notice of Completion of Work" form. The Grantee's liability for the site shall continue until the form is received and the completed work has been inspected.
- xxi. The Grantee shall produce and provide "As-Built" drawings of the completed work showing location of the fiber optic conduit installation within the roadway to the MassDOT for future reference and use.
- xxii. The Grantee shall use the MassDOT Trench Detail included (dated April 2003) where applicable. Controlled Density Fill (CDF) for specified trench cuts (less than 4') within the paved surface of a state highway is mandatory.
- xxiii. The Grantee shall assume full responsibility for the structural integrity of any trench located within the MassDOT layout. This responsibility shall remain in place for a period of three (3) years after the completion of the physical work, this time frame starts when the Grantor receives the Completion of Work Form from the Grantee.

- xxiv. The grantee shall respond to trench maintenance requests by the DHD or his representative within two (2) working days. Non-response within the specified time frame will result in the required maintenance work being performed by the Grantor, with all expenses charged to the Grantee.
- xxv. Failure to respond to trench maintenance requests shall result in denial of future Permit requests.
- xxvi. The highway surface shall be kept clean of debris at all times and shall be thoroughly cleaned at the completion of the scope of work under this permit.
- xxvii. All utility companies whose services are located within or adjacent to the proposed installation areas shall be notified in writing of the proposed installation at least 48 hours prior to the start of any excavation in said areas. Note: this is independent of the required Dig-safe notification.
- xxviii. Under no circumstances shall the operations create a hazardous environment for the general public.
- xxix. The Contractor is responsible to ensure that all contractor personnel, including all subcontractors, working on the project are issued and are wearing all necessary personal protective safety equipment while working within the project limits. This equipment shall include, as a minimum, a hardhat, safety vest and glasses, regardless of the type of work being performed. Other safety equipment shall be added as required to perform the work in which they are engaged and in accordance with all local, state and federal requirements in effect.
- xxx. The furnishing and erecting of all required signs and traffic safety devices shall be the responsibility of the Grantee. All signs and devices shall conform to the 2009 edition of the Manual on Uniform Traffic Control Devices (MUTCD) with the Commonwealth of Massachusetts Amendments.
- xxxi. Cones and non-reflecting warning devices shall not be left in the operating position on the highway when the daytime operations have ceased. All costs to remove any construction warning devices or their appurtenances from the project if it becomes necessary for the Department will be charged to the Grantee.
- xxxii. Care shall be used so as not to disturb any highway markers or property bounds. If it becomes necessary to remove and reset any bounds then the Grantee shall hire a Registered Professional Land Surveyor to perform this work. It shall be the responsibility of the land surveyor to submit to this office a statement in writing and a plan containing his stamp and signature showing that said work has been performed.
- xxxiii. The work shall be performed as per the aforementioned plans and documents on file at the MassDOT District 6 Permit Office.
- xxxiv. This permit is issued with the stipulation that it may be modified or revoked at any time at the discretion of the District 6 Highway Director or an authorized representative without rendering said Department or the Commonwealth of Massachusetts liable in any way.
- xxxv. A copy of this permit must be on the job site at all times for inspection. Failure to have this permit available will result in suspension of the rights granted by this permit until such permit is made available.
- xxxvi. This permit does not relieve the Grantee of their obligation to procure all necessary local, State or federal permits or licenses as required. Copies of other permits or approvals shall be forwarded to the District Permit office prior to commencing field work.
- 2. <u>Term of Permit.</u> The term of this Permit shall commence on the date first above written and shall end on November 30, 2013 (the "Expiration Date"), unless otherwise revoked or extended by the MassDOT in accordance with this Permit. The MassDOT reserves the right to revoke this Permit at any time

prior to the Expiration Date for any reason or for no reason by written notice to the Grantee in accordance with the provisions of Section 6 below or, in the event of an emergency, as provided in Subsection 3(f) below, by verbal notice to the Grantee by the District Highway Director or his designee.

3. <u>Conditions to Entry.</u> The Grantee shall provide MassDOT representative(s) specified in Subsection 3(a) below with reasonable prior notice before the Grantee, its agents or contractors, enters onto the Property to perform the Work, and such entry shall be subject to reasonable conditions imposed by MassDOT representatives. The following shall apply to entry on the Property by the Grantee, its agents or contractors:

(a) the Grantee shall notify the following MassDOT representatives (where doubled checked) of the name of each agent or contractor that will be entering onto the Property, the proposed

date and time of such entry and the nature of the Work:

Check off as appropriate (MassDOT use only)	Name of MassDOT	Title of MassDOT	Tëlephone # of MassDOT
	Representative	Representative	Representative
xx	Dave Belanger or designee	Highway Operations Engineer	(857) 368-6301

The Grantee is prohibited from performing any work under this Permit until the Grantee (i) has received permission from the appropriate MassDOT representative(s), specified above, to commence the Work and (ii) has followed any further instructions of MassDOT;

- (b) the Grantee or its principal shall comply with all provisions of the Permit which are prerequisites for commencing the Work including, but not limited to, the furnishing of payment and performance bonds to MassDOT and the securing of all requisite environmental permits from each municipality in which the Grantee will be conducting the Work under this Permit;
- (c) all of the activities performed on the Property by the Grantee, its agents and contractors, shall be undertaken in a good, workmanlike and safe manner in compliance with all Applicable Laws. The term "Applicable Laws" shall mean all applicable local, state and federal laws, regulations, rules, orders, decrees, codes or ordinances.
- (d) the Grantee shall notify the appropriate public service corporations and/or municipal departments prior to performing any work in the vicinity of their installations in accordance with the provisions of M.G.L. Chapter 82, Section 40. In particular, the Grantee shall notify the public service corporations and/or municipal departments 72 hours prior to performing any excavation on the Property in the vicinity of these installations, except as otherwise provided by the statute or this Permit. The telephone number for the Dig Safe Center is 1-888-DIG-SAFE;
- (e) the Grantee, its agents and contractors, shall not unreasonably interfere with MassDOT or any tenants of the Property or their respective business operations or use and enjoyment of the Property. The Grantee shall not cause or permit any unlawful conduct, unreasonable annoyance or nuisance to exist or arise in the course of, or as a result of, the Work, nor permit any such activity. In particular, the Grantee shall not interfere with MassDOT's operation of the toll highway or harbor tunnels or any of its facilities in the performance of the Work, except as specifically provided herein, nor permit any such activity;
- (f) in the event a public health or safety emergency should arise, as determined in the sole discretion of, MassDOT or its agents shall have the right to order the Grantee to interrupt the performance of the Work and to require the Grantee to vacate the Property. In addition, MassDOT or its agents may further undertake whatever action may be necessary, in MassDOT's sole discretion, to alleviate the emergency including, but not limited to, suspending or revoking this Permit;
- (g) promptly upon completion (or discontinuance) of the Work, the Grantee, at its sole expense, shall remove or cause to be removed from the Property all materials, equipment, machinery

- and other items brought onto the Property by the Grantee, its agents or contractors, and shall promptly repair and restore the Property to the condition it was in immediately prior to the commencement of the Work;
- the Grantee shall indemnify MassDOT in accordance with Section 5 below and carry the insurance as provided in Section 4 below;
- (i) the Grantee shall not, nor shall it permit third parties to, use, generate, store, release on, under or about the Property, or transport to the Property, any Hazardous Materials. The term "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter that is regulated by any local governmental MassDOT, the Commonwealth of Massachusetts or the United States Government including, but not limited to, any material or substance that is (i) defined as a "hazardous waste", "hazardous material", "hazardous substance", "toxic waste", "toxic material", or "toxic substance" under any provision of any federal, state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, or (v) radioactive material;
- (i) all costs of any traffic control details, construction phase services and all third parties actual out-of-pocket costs reasonably incurred by or on behalf of MassDOT relating to any or all of the foregoing activities including, but not limited to, the costs of related traffic protection setups, and/or inspectors shall be paid in full by the Grantee. The Grantee shall also pay all fees, licenses, permits, taxes or other charges due to any person in the performance of the Work under this Permit including, but not limited to, taxes, fees, or other charges assessed to MassDOT or which any governmental jurisdiction demands that MassDOT pay in relation to the Work under this Permit.

The provisions of this Section 3 shall survive the expiration or revocation of this Permit.

- 4. Insurance Requirements: The Grantee shall purchase and maintain throughout the term of the Permit adequate insurance coverage, to include but not be limited to the following types and amounts of coverage:
 - a) The following minimum insurance coverage is required.
 - i) Workers' Compensation Insurance in compliance with applicable federal and state laws, including U.S. Longshoreman's and Jones Act coverage, and Employers Liability Insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence. The policy must be endorsed to provide that the insurer waives all rights of subrogation against MassDOT.
 - ii) Automobile Liability Insurance covering owned, non-owned and hired vehicles.
 - iii) Commercial General Liability Insurance including contractual liability specifically covering this Permit and personal injury coverage, written on an occurrence form.
 - iv) Umbrella Liability Insurance (an excess liability policy is not acceptable). The combination of the policy limits of the underlying automobile liability and general liability policies and the umbrella liability policy shall provide overall limits of not less than \$6,000,000 (six million dollars) per occurrence.
 - b) The policies listed in subsections ii, iii and iv above must be endorsed to name "MassDOT" as additional insured.
 - c) All insurance maintained by the Grantee pursuant to this Permit shall be written by insurance companies licensed to do business in the Commonwealth. If the Grantee determines that any such insurance needs to be placed with surplus lines carriers not licensed by the Commonwealth, written permission from MassDOT is required. All insurance companies to be used by the Grantee must have a Best's Rating of not less than A- and be reasonably acceptable to MassDOT.

- d) If requested by MassDOT in writing, the Grantee will furnish certified copies of the aforementioned policies to MassDOT's designated representative.
- e) All insurance maintained by the Grantee shall provide that insurance for the benefit of MassDOT shall be primary and MassDOT's own insurance shall be non-contributing.
- f) The Grantee shall provide MassDOT with certificates of insurance evidencing the above referenced insurance policies prior the execution of this Permit. The certificates shall contain an unequivocal provision that MassDOT shall be given thirty (30) days prior written notice of cancellation, material change or non-renewal of the coverage.
- Indemnity. The Grantee at its sole cost and expense shall defend and shall indemnify and hold harmless MassDOT, its members, officers, employees, agents, successors and assigns (the "Indemnified Parties") from and against all claims, causes of action, suits, losses, damages and expenses (including reasonable attorneys' fees and costs of investigation and litigation) of whatever nature to any person or property based upon or arising out of this Permit, unless caused solely by the gross negligence or willful misconduct of any one or more of the Indemnified Parties, or its agents or contractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to MassDOT which would exist at common law or under other provisions of this Permit, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Permit. Further, the Grantee shall indemnify and hold harmless MassDOT from and against all costs, reasonable counsel and expert fees, expenses, and disbursements incurred in connection with or in defending any such claim or any action or proceeding brought thereon; and in case any action or proceeding is brought against MassDOT by reason of any such claim, the Grantee, upon notice from MassDOT, shall resist or defend such action or proceeding with counsel reasonably acceptable to MassDOT. Without in any way limiting the scope of the foregoing, the Grantee shall defend, indemnify and hold harmless MassDOT, its members, officers, employees, agents, successors and assigns from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and costs of investigation and litigation) relating to environmental contamination arising out or in any way related to the Work. MassDOT shall give the Grantee prompt written notice of any claims threatened or made or suits instituted against it which could result in a claim of indemnification hereunder. Each of the Indemnified Parties indemnified under any indemnity in this Permit shall cooperate in all reasonable respects (at the Grantee's cost and expense) in defense of the third-party claim pursuant to which the Grantee is alleged to have liability. The provisions of this Section 5 shall survive the revocation or expiration of this Permit.
- 6. Notice. All notices, demands, submissions, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof shall be in writing and shall be deemed to have been properly given if delivered by hand during regular business hours, by any courier service providing receipts, or sent by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the address first above written, or to such other addresses as may from time to time specified in writing by any party hereto given in accordance with this Section 6. A copy of each notice to MassDOT shall be sent to c/o District Highway Director, Massachusetts Department of Transportation, 185 Kneeland Street, Boston, MA 02111, with a copy to the MassDOT's General Counsel, at the address of MassDOT first above written. Any notice so addressed and so delivered and mailed shall be deemed given when delivery is tendered, whether or not tender of delivery is accepted. A copy of each notice to the Grantee shall be sent c/o Mr. Richard Pasciuto [Telephone: (617) 335-6296 --- Email: rpasciuto@verizon.net] at the address of the Grantee first above written.
 - 7. <u>Successors and Assigns</u>. The provisions of this Permit shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, the Grantee may not assign its interest in this Permit without MassDOT's prior consent, which consent may be withheld or denied in MassDOT's sole and absolute discretion.
- 8. <u>Governing Law.</u> The parties agree that the laws of the Commonwealth of Massachusetts shall govern the interpretation and enforcement of this Permit. Any legal proceedings arising out of or under this Permit shall be brought in the Superior Court of Suffolk County in Boston, MA.

- 9. <u>Counterparts</u>. This Permit may be executed in one or more separate counterparts, each of which when so executed shall be deemed to be an original and together all of such counterparts shall constitute one and the same instrument.
- 10. <u>Trench/Excavator Work</u>. By signing the application, the applicant/excavator understands and agrees to comply with the following:
 - No trench may be excavated unless the requirements of sections 40 through 40D of chapter 82, and any accompanying regulations, have been met and this permit is invalid unless and until said requirements have been complied with by the excavator applying for the permit including, but not limited to, the establishment of a valid excavation number with the underground plant damage prevention system as said system is defined in section 76D of chapter 164 (DIG SAFE);
 - ii. Trenches may pose a significant health and safety hazard. Pursuant to Section 1 of Chapter 82 of the General Laws, an excavator shall not leave any open trench unattended without first making every reasonable effort to eliminate any recognized safety hazard that may exist as a result of leaving said open trench unattended. Excavators should consult regulations promulgated by the Department of Public Safety in order to familiarize themselves with the recognized safety hazards associated with excavations and open trenches and the procedures required or recommended by said department in order to make every reasonable effort to eliminate said safety hazards which may include covering, barricading or otherwise protecting open trenches from accidental entry.
 - iii. Persons engaging in any in any trenching operation shall familiarize themselves with the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CFR 1926.650 et.seq., entitled Subpart P "Excavations".
 - iv. Excavators engaging in any trenching operation who utilize hoisting or other mechanical equipment subject to chapter 146 shall only employ individuals licensed to operate said equipment by the Department of Public Safety pursuant to said chapter and this permit must be presented to said licensed operator before any excavation is commenced;
 - v. By applying for, accepting and signing this permit, the applicant hereby attests to the following: (1) that they have read and understands the regulations promulgated by the Department of Public Safety with regard to construction related excavations and trench safety; (2) that he has read and understands the federal safety standards promulgated by the Occupational Safety and Health Administration on excavations: 29 CMR 1926.650 et.seq., entitled Subpart P "Excavations" as well as any other excavation requirements established by this municipality; and (3) that he is aware of and has, with regard to the proposed trench excavation on private property or proposed excavation of a city or town public way that forms the basis of the permit application, complied with the requirements of sections 40-40D of chapter 82A.
 - vi. The permit shall be posted in plain view on the site of the work.

Permit No. 6-2013-0038

Dated at Boston as of the date first written above. By,

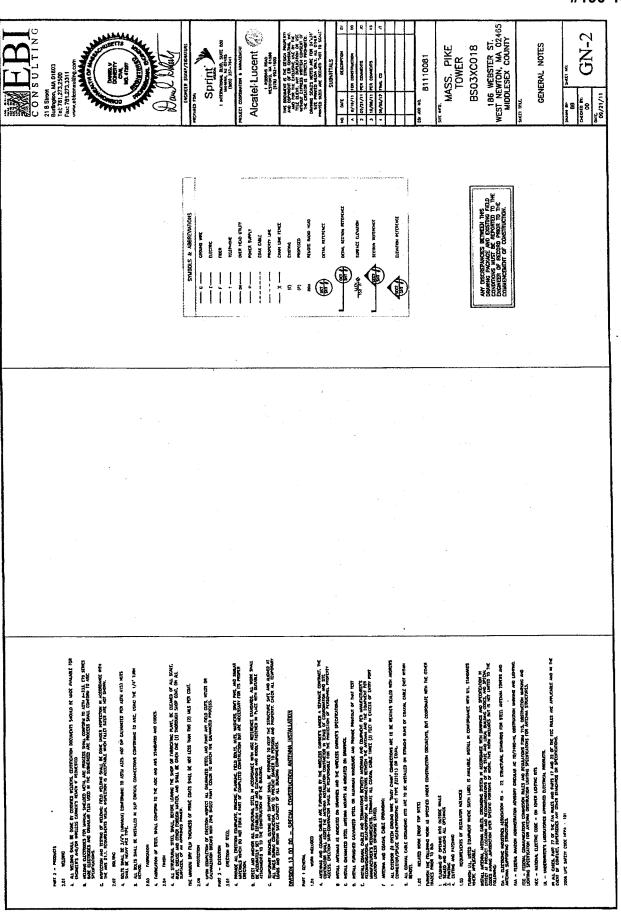
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION

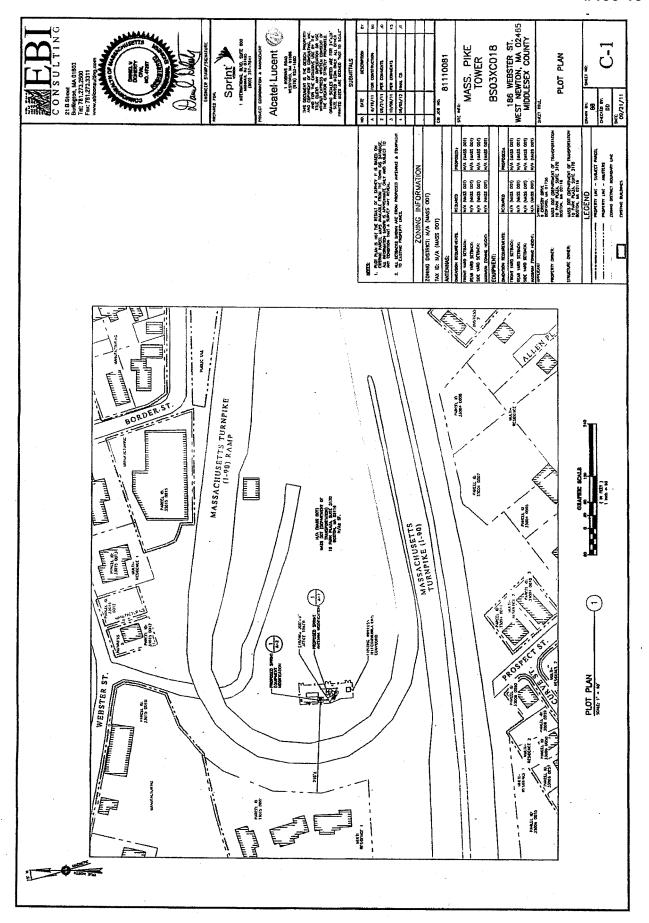
Walter P. Heller, P.E.

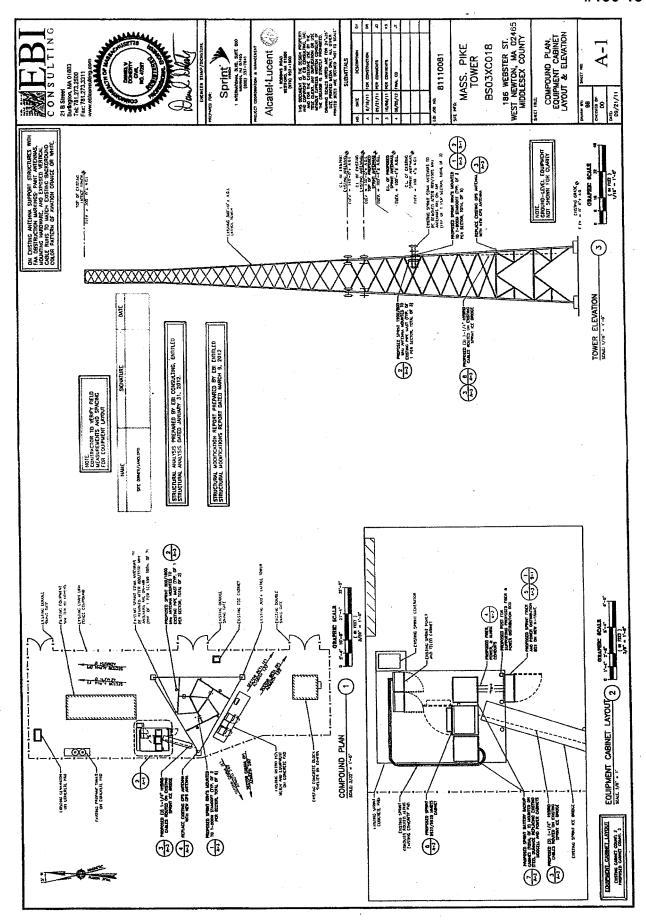
Acting District Highway Director

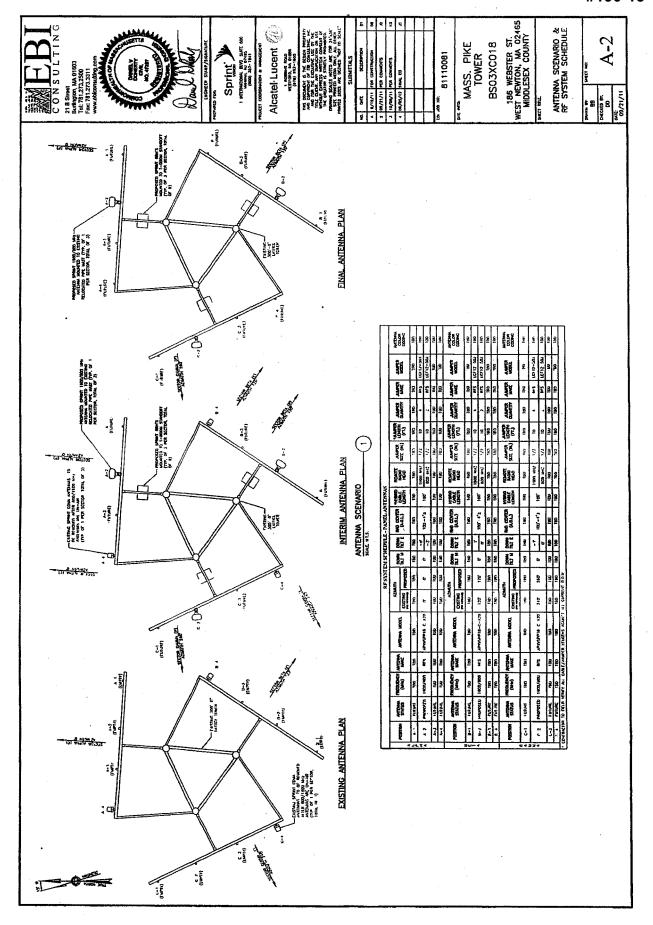
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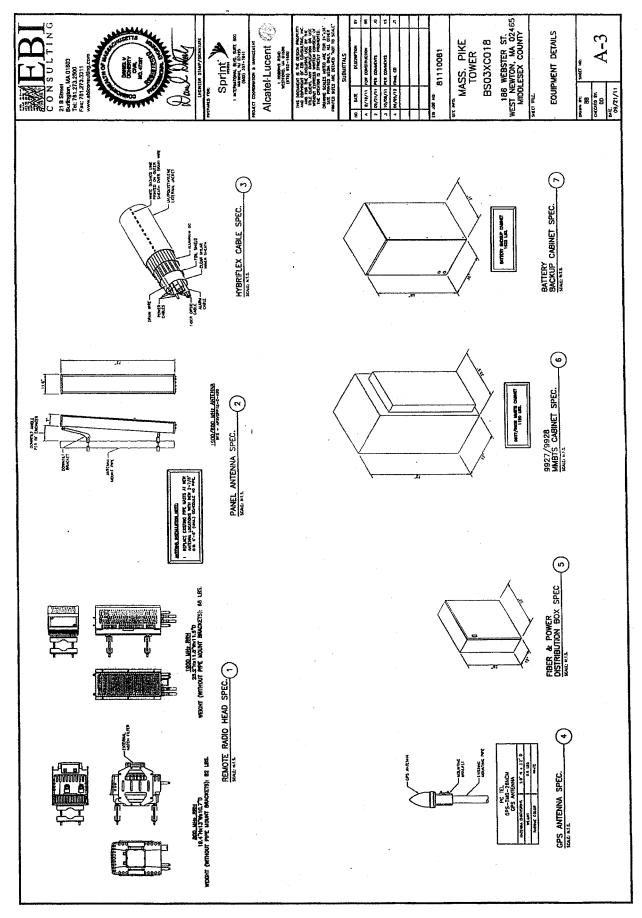
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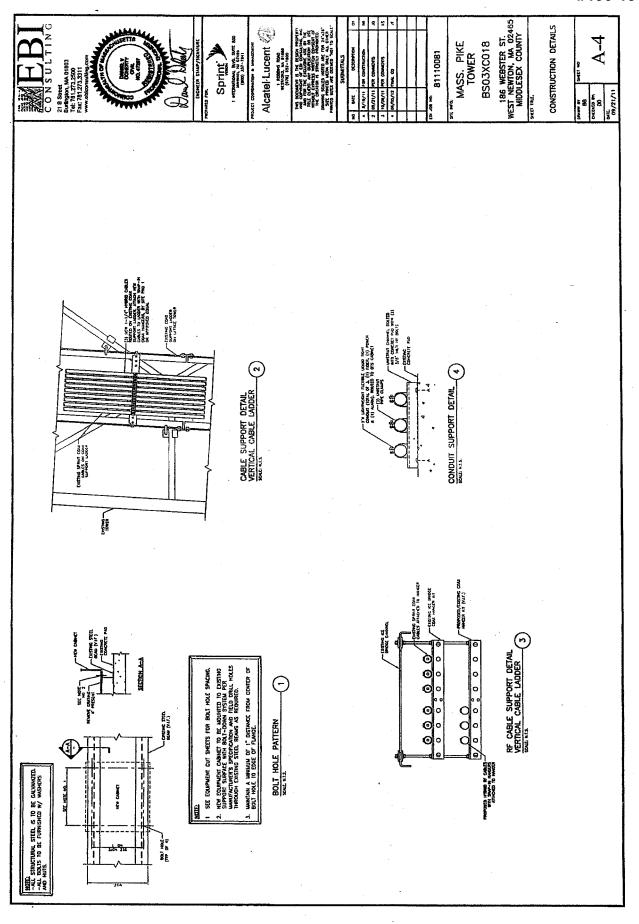


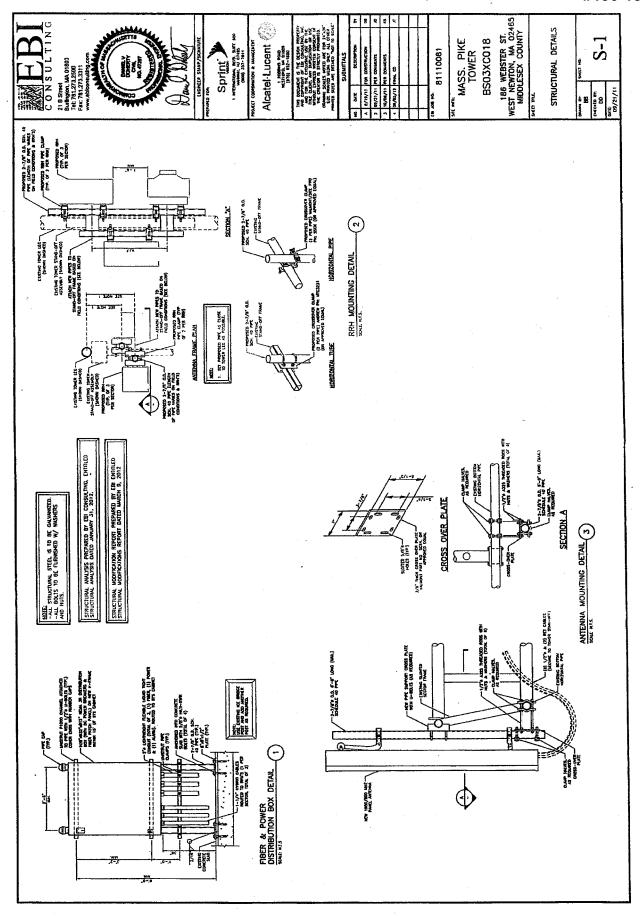


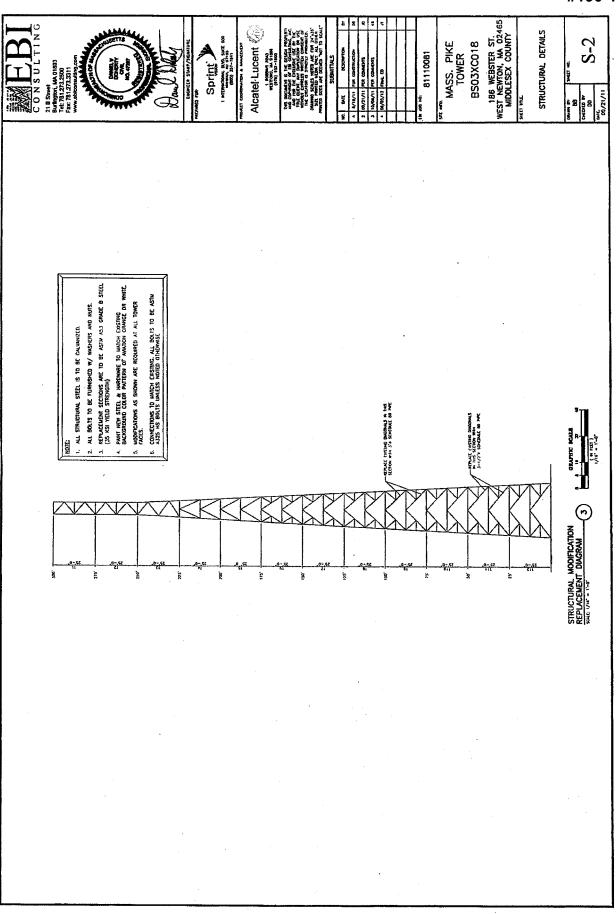


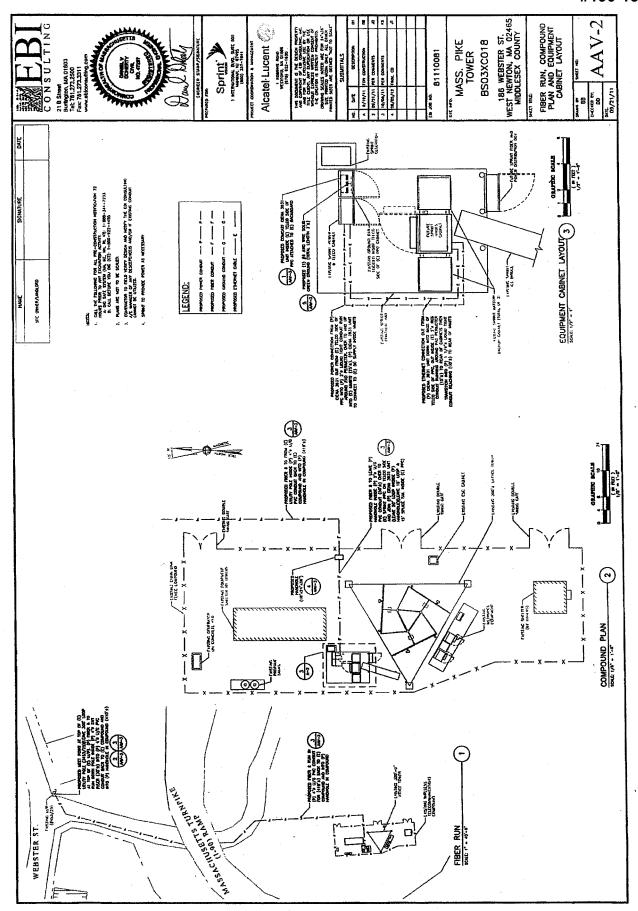


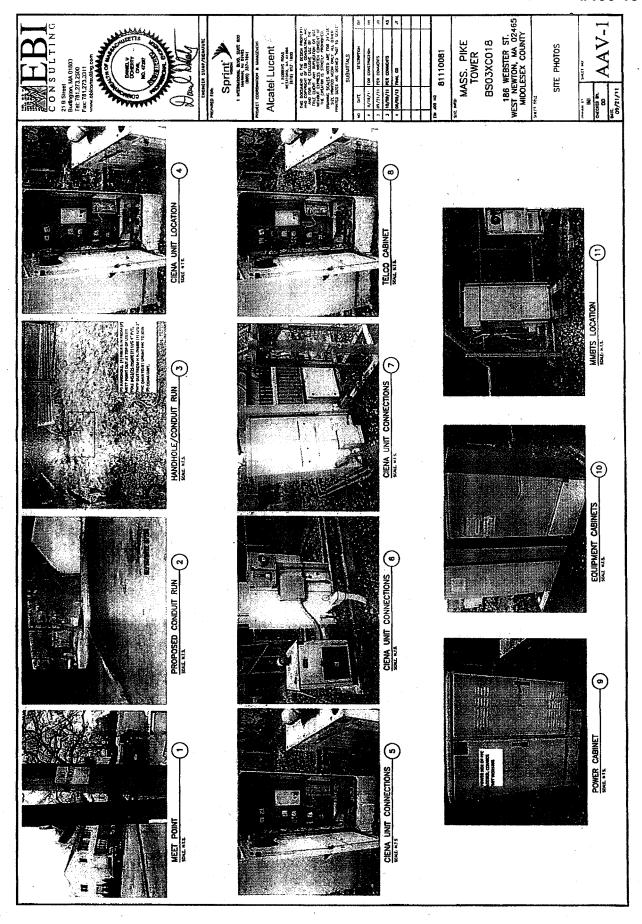


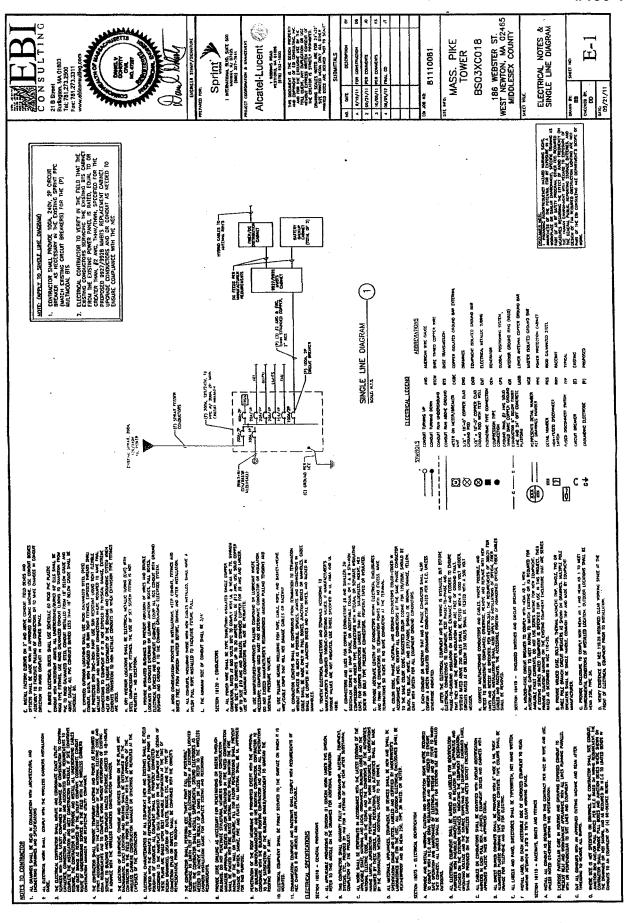


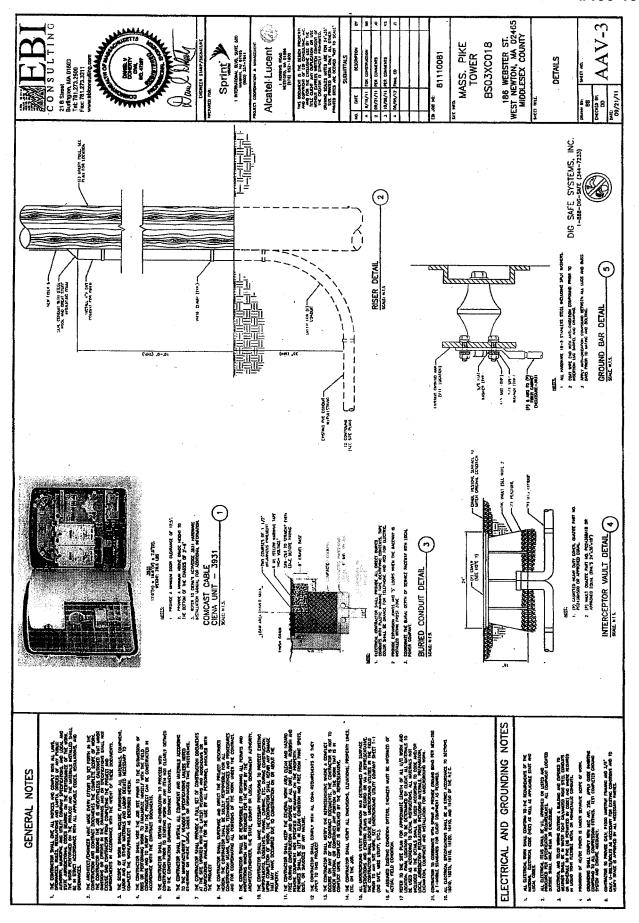


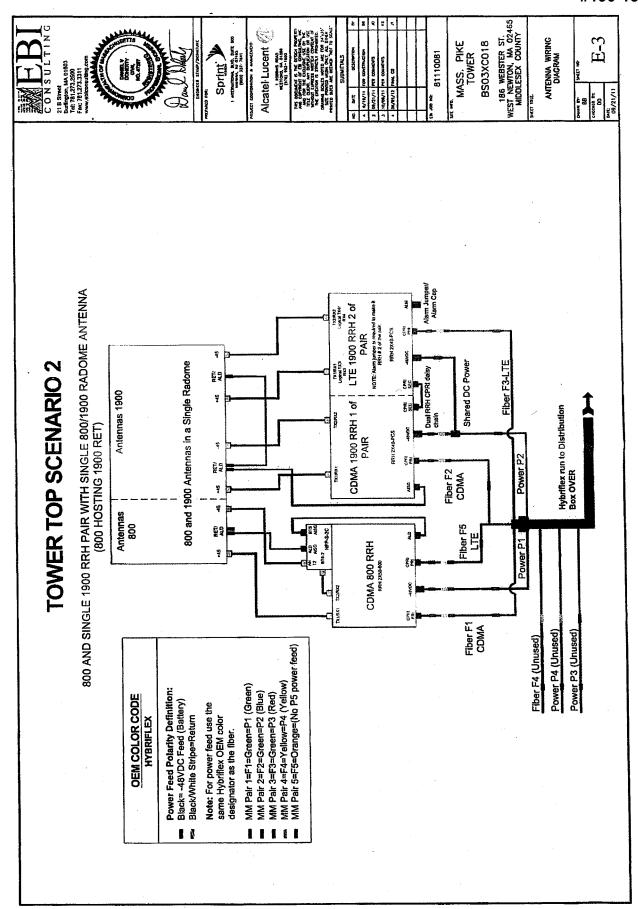


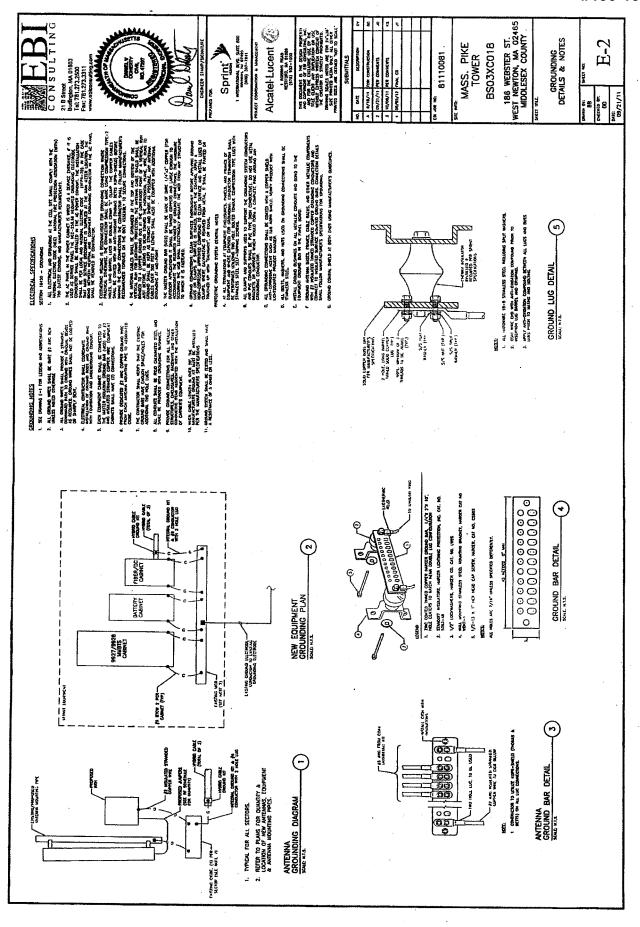


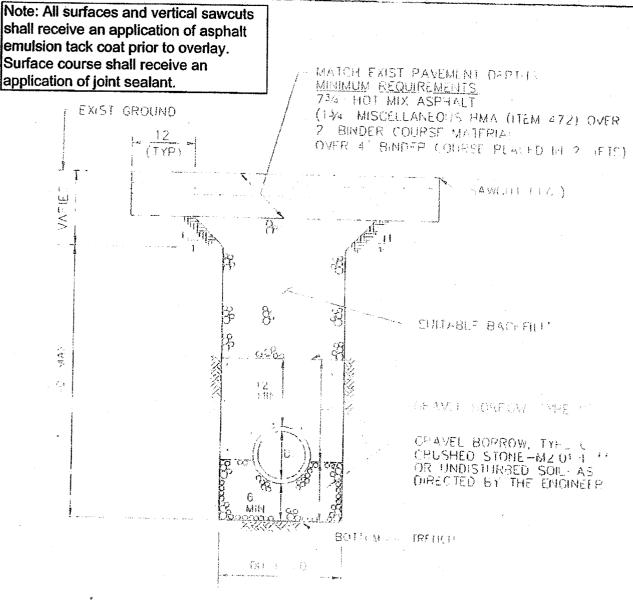












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Final Label Report

#190-13

SBL	Owner	Number	Street	Unit
33013 0017	CANTOR SHELLEY A S TR	55-67	BORDER ST	
33014 0005	MAHONEY MATTHEW B	79	BORDER ST	
33014 0006	AN WEI	83-85	BORDER ST	83A
33014 0006A	MUNGILLO THOMAS A & DOLORICE M	83-85	BORDER ST	85B
33015 0015	HEMI LLC	93	BORDER ST	
33014 0001A	HOLMES REGINALD P TR	97	BORDER ST	
33015 0001O	PENG SHAO-QING	36-48	CRESCENT ST	46A
33015 0001M	LEUNG CHAN	36-48	CRESCENT ST	44B
33015 0001K	REINSTEIN SARAH	36-48	CRESCENT ST	42C
33015 0001J	CARIANI KIMBERLY	36-48	CRESCENT ST	42B
33015 00011	WONG WENG KIN	36-48	CRESCENT ST	42A
33015 0001H	DAVE ASHISH & BHAWANA	36-48	CRESCENT ST	40C
33015 0001G	FISET JEREMY J	36-48	CRESCENT ST	40B
33015 0001F	NEWTON HOUSING AUTHORITY	36-48	CRESCENT ST	40A
33015 0001P	JIANG FEN	36-48	CRESCENT ST	46B
33015 0001D	HUANG LAN H	36-48	CRESCENT ST	38B
33015 0001N	LUO WEI QI	36-48	CRESCENT ST	44C
33015 0001C	JOSEPH ZACHARIAH & JAYAMOL	36-48	CRESCENT ST	38A
33015 0001B	NEWTON HOUSING AUTHORITY	36-48	CRESCENT ST	36C
33015 0001A	YURIK VITALY & RIMMA TRS	36-48	CRESCENT ST	36B
33015 0001	VERZINO THOMAS A	36-48	CRESCENT ST	36A
33015 0001E	NEWTON HOUSING AUTHORITY	36-48	CRESCENT ST	38C
33015 0001R	EDSALL PHILIP L JR	36-48	CRESCENT ST	48A
33015 0001S	WONG KWOK WAH	36-48	CRESCENT ST	48B
33015 0001L	ESPOSITO ROSEMARY	36-48	CRESCENT ST	44A
33015 0001Q	NEWTON HOUSING AUTHORITY	36-48	CRESCENT ST	46C
33014 0002A	CARUSO DOMINIC & JOSEPH M	11	HARVEY PL	
33014 0003	CARUSO JOSEPH M & DOMINIC M TRS	17	HARVEY PL	
33013 0020	CANTOR SHELLEY A S TR	18	HARVEY PL	
33014 0004	LOOKNER SPENCER P & SUSAN D	21	HARVEY PL	
33017 0021	TONTI MARIA	111	WEBSTER PK	
33015 0012	KURKER IQBAL S		WEBSTER ST	
33022 0004	VALBERG R ALLEGRA	133	WEBSTER ST	
33013 0001	DEODATO JOSEPH M	138-140	WEBSTER ST	
33022 0003	CORSETTI MARIA I	141	WEBSTER ST	
33014 0002	CARUSO MARIA P	144	WEBSTER ST	
33022 0002A	CHALOM DERRICK H	147-149	WEBSTER ST	147
33022 0002AB	ROSE OR N	147-149	WEBSTER ST	149
33022 0002B	GORDON BARBARA L	151-153	WEBSTER ST	153
33022 0002	STARR ELLEN	151-153	WEBSTER ST	151
33014,0001	HOLMES REGINALD P TR	152	WEBSTER ST	
33022 0001	SCHAEFER STEVEN M & JODI H	155-157	WEBSTER ST	
33015 0014	DATTA SHOIBAL	164-166	WEBSTER ST	164
33015 0014A	HERRERA-ABELLA CARLOS A	164-166	WEBSTER ST	166
33015 0013	DORFMAN DAVID H	174	WEBSTER ST	*

ii pija ji pija Wednesday, May 29, 2013 Page 1 of 2

SBL	Owner	Number	Street	Unit
33017 0021A	TONTI ANTONIO & BEATRICE	175-177	WEBSTER ST	
33015 0011	KURKER IQBAL S	182	WEBSTER ST	
33017 0022	NICOLAZZO ANGELA	183	WEBSTER ST	
33017 0023	CHATHAM PARK LLC	197	WEBSTER ST	
33015 0010	MORWAY JOHN B	200	WEBSTER ST	
33015 0009	MORWAY JOHN B	210-212	WEBSTER ST	
33015 0008	MORWAY JOHN B	216	WEBSTER ST	



City of Newton, Massachusetts Office of the Mayor

Telephone (617) 796-1100

Facsimile (617) 796-1113 TDD/TTY

(617) 796-1089

E-mail swarren@newtonma.gov

May 28, 2013

Honorable Board of Aldermen Newton City Hall 1000 Commonwealth Avenue Newton, MA 02459 David A. Olson, CMC Newton, MA 02459

17 28 PM 3: 51

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to authorize the following appropriation and authorize a general obligation borrowing of an equal amount for the purpose of funding the Accessibility Improvements at the Lower Falls Community Center.

Project

Accessibility Improvements – Lower Falls Community Center

Amount

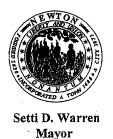
\$275,000

Thank you for your consideration of this matter.

Veryftyuly yours,

Setti D. Warren

Mayor



PUBLIC BUILDINGS DEPARTMENT

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

May 28, 2013

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

Re: Funding Request for the Accessibility Improvements at the Lower Falls Community Center

Dear Mayor Warren:

The Public Buildings Department requests funds in the amount of \$275,000.00 for the construction of the Lower Falls Community Center Accessibility Improvements Project.

Sincerely,

Joshua R. Morse

Interim Public Building Commissioner

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



City of Newton, Massachusetts Office of the Mayor

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E-mail swarren@newtonma.gov

May 28, 2013

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

Ladies and Gentlemen:

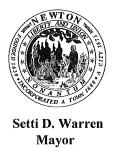
I write to request that your Honorable Board docket for consideration a request to transfer the sum of \$65,000 from Acct 0111501-511001 Public Buildings Department Full Time Salaries and \$35,000 from June 30, 2012 Free Cash to fund the purchase of vehicles for the Public Buildings Department.

Thank you for your consideration of this matter.

Very truly yours,

D. Warren

Mayor



PUBLIC BUILDINGS DEPARTMENT

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

May 31, 2013

Alderman Anthony Salvucci Chairman, Public Facilities Committee Newton City Hall 1000 Commonwealth Avenue Newton Centre, MA 02459

RE: Docket Item #212-13, Public Buildings Department Vehicles

Dear Alderman Salvucci:

During the past year several department vehicles were red tagged by the Public Works Department, Equipment Maintenance Division. They were deemed not worth repairing and subsequently surplused.

Those vehicles were:

704, 1996 Mercury Mystic # 716, 2000 Ford Taurus # 737, 2000 Ford F150 Pick-up

The following vehicle will require replacement due to extensive repairs required, i.e. rotted frame and the department has been informed that they will not pass inspection in the upcoming months:

#705, 2000 Ford Ranger Pick-up

At this time the Public Buildings Department is requesting \$100,000.00 to purchase, at auction, two vans and two automobiles, as well as purchasing one Natural Gas powered pick-up truck.

The vans will be heavy duty late model vans that are required by the department based on their projected use. The automobiles are greatly required by the department due to ongoing Capital Project work. Our experience of buying vans and automobiles at auction has proved to be worthwhile financially.

Should you have any questions regarding the above, please feel free to contact interim Commissioner Josh Morse.

Sincerely,

Mithey J Cabral

Arthur F. Cabral

Budget & Project Specialist