



POSTED
City Clerk

Finance Committee Agenda

City of Newton In City Council

RECEIVED

By City Clerk at 3:47 pm, Sep 07, 2018

Special Meeting

Wednesday, September 12, 2018

7:00 PM
Room 211

- #451-18** **Transfer of \$33,750 from Youth Services Grants to Youth Services Stipends**
HER HONOR THE MAYOR requesting authorization to transfer the sum of thirty-three thousand seven hundred fifty dollars (\$33,750) from the Youth Services Grants Account to Youth Services Stipends Account for the purpose of reflecting the stipends in the City's payroll system.
- #460-18** **Acceptance of a grant from the Executive Office for Energy and Environmental Affairs**
HER HONOR THE MAYOR requesting authorization to accept and expend the State Executive Office for Energy and Environmental Affairs in the amount of forty-eight thousand dollars (\$48,000) for the purpose of climate resiliency and action planning services to be provided by the Metropolitan Area Planning Council.
- #453-18** **Acceptance of a grant from the Department of Energy Resources**
HER HONOR THE MAYOR requesting authorization to accept and expend the Green Communities Competitive Grant in the amount of two hundred forty-eight thousand seven hundred thirty-four dollars (\$248,734) awarded by the Department of Energy Resources Green Communities Division for a number of energy related projects.
- Referred to Public Facilities and Finance Committees**
- #473-18** **Appropriation and grant acceptance for energy efficiency projects**
HER HONOR THE MAYOR requesting authorization to appropriate sixty-one thousand four hundred twenty-three dollars (\$61,423) from the Energy Stabilization Fund and authorize the acceptance and expenditure of one hundred thirty-eight thousand five hundred twenty-one dollars (\$138,521) in matching rebate funds from Eversource for the purpose of upgrading LED lighting and controls at Newton South High School and Bowen Elementary School.
Public Facilities Approved as Amended 5-0@ \$50,463 and \$149,481 on 09/06/18

The location of this meeting is accessible and reasonable accommodations will be provided to persons with disabilities who require assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. The city's TTY/TDD direct line is: 617-796-1089. For the Telecommunications Relay Service (TRS), please dial 711.

Referred to Public Facilities and Finance Committees

#60-18

Review of filing fee for grant of location petitions

COUNCILORS CROSSLEY, ALBRIGHT AND LAPPIN requesting a review of proposed amendment to City Code Sec. 17-3(19), governing filing fee(s) for grant of location petitions for placement of wireless communications facilities and poles constructed primarily for wireless communications purposes.

Public Facilities Approved 6-0 on 02/21/18

#452-18

Acceptance of a grant from the Department of Environmental Protection

HER HONOR THE MAYOR requesting authorization to accept and expend the MassDEP Recycling IQ Grant in the amount of forty thousand dollars (\$40,000) awarded by the Massachusetts Department of Environmental Protection to be used to address recycling contamination.

Referred to Public Facilities and Finance Committees

#456-18

Authorization for the MWRA grant/loan program

HER HONOR THE MAYOR requesting authorization to accept and expend a grant of three million four hundred thirty-five thousand dollars (\$3,435,000) from the Massachusetts Water Resources Authority (MWRA) and authorization to borrow one million one hundred forty-five thousand dollars (1,145,000) as part of the MWRA interest free loan/grant program for the purpose of funding sewer improvements.

Public Facilities Approved 5-0 on 09/06/18

Referred to Public Facilities and Finance Committees

#457-18

Appropriate \$232,000 for a new street sweeper

HER HONOR THE MAYOR requesting authorization to appropriate two hundred thirty-two thousand dollars (\$232,000) from bonded indebtedness to fund the purchase of a new 2018 Elgin Pelican Street Sweeper.

Public Facilities Approved 5-0 on 09/06/18

Referred to Public Facilities and Finance Committees

#458-18

Appropriate \$149,000 for a new backhoe

HER HONOR THE MAYOR requesting authorization to appropriate one hundred forty-nine thousand dollars (\$149,000) from bonded indebtedness to fund the purchase of a new 590S Backhoe for the Public Works Department.

Public Facilities Approved 5-0 on 09/06/18

Referred to Public Facilities and Finance Committees

#459-18

Appropriate \$2,200,000 for I/I Improvements in Project Area 6

HER HONOR THE MAYOR requesting authorization to appropriate two million two hundred thousand dollars (\$2,200,000) from bonded indebtedness to fund the construction of the Sewer System Inflow and Infiltration Capital Improvement Program Project Number 6 located in the areas of Newton Centre, Newtonville, Nonantum, and Chestnut Hill.

Public Facilities Approved 5-0 on 09/06/18

Referred to Public Facilities and Finance Committees

#474-18

Appropriation and authorization to purchase a DPW front end loader

HER HONOR THE MAYOR requesting authorization to appropriate two hundred and fifty thousand six hundred and forty dollars (\$250,640) and authorize a general obligation borrowing of an equal amount for the purpose of funding the purchase of a new front-end loader for the Public Works Department – Highway Division.

Public Facilities Approved 5-0 on 09/06/18

Referred to Public Facilities and Finance Committees

#475-18

Appropriation and expenditure for Hammond Brook Culvert Replacement Project

HER HONOR THE MAYOR requesting authorization to appropriate and expend two hundred and three thousand nine hundred and seventy five dollars (\$203,975) from the Municipal Federal Grant Fund 18, authorize the appropriation of three hundred thousand dollars (\$300,000) and authorize a general obligation borrowing of an equal amount for the purpose of funding the Hammond Brook Culvert Replacement Project.

Public Facilities Approved 5-0 on 09/06/18

Respectfully submitted,

Leonard J. Gentile, Chair

#451-18



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

Telephone
(617) 796-1100

Telefax
(617) 796-1113

TDD
(617) 796-1089

E-mail
rfuller@newtonma.gov

August 6, 2018

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to transfer the sum of \$33,750 from Acct # 0150122-5797 Youth Services Grants to Acct # 0150122-514309 Youth Services Stipends.

Following discussions with the Law and Human Resources Departments we decided it was most appropriate to reflect these stipends through the City's payroll system rather than through a "vendor" check. A full description of the program is attached.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in cursive script that reads "Ruthanne Fuller".

Ruthanne Fuller
Mayor

David A. Olson, CMC
Newton, MA 02459

2018 AUG - 6 AM 10: 15

RECEIVED
Newton City Clerk

City of Newton



Ruthanne Fuller
Mayor

HEALTH AND HUMAN SERVICES DEPARTMENT

Deborah Youngblood, PhD, Commissioner

1000 Commonwealth Avenue
Newton, MA 02459-1544

#451-18

Telephone
(617) 796-1420
Fax
(617) 552-7063

7/31/2018

To: Mayor Ruthanne Fuller
Re: Mayor's Summer High School Internship Program

Dear Mayor Fuller,

Thank you for your continued support of this vital program serving young people in Newton. We are delighted that for the 6th summer in a row we have been able to provide Newton high school students with valuable real work experience in diverse business settings coupled with weekly workshops teaching skills such as: professional communication skills, resumé writing and interview skills, financial literacy, professionalism in the workplace, and much more.

This summer we expect to have 70 students graduate from the program. This summer students engaged in internships at a wide range of placements (42 different business locations). They include (but are not limited to):

- | | |
|--|---|
| <ul style="list-style-type: none"> • Belmont Savings Bank • Beth Israel Deaconess Medical Center • Carroll Center for the Blind • Good Shepherd • New Art Center • West Suburban YMCA • All Systems Integration • Channing Labs at Brigham and Women's | <ul style="list-style-type: none"> • Siamab Labs • Unbound Commerce • Newton Housing Authority • Newton-Wellesley Hospital • City of Newton (various departments and locations) • Green Newton • Boston College • Newton Cemetery |
|--|---|

It is critical to our department's mission that we provide programs that are accessible for students regardless of their financial situation. Therefore, we offer the program free of charge and we provide the students with a \$500 stipend if they successfully complete the program. Earning at least some money over the summer is financially essential for many of our program participants.

The City Council approved \$40,000 for this program in the FY19 budget for student stipends and program supplies. I respectfully request that you approve the transfer of \$33,750 from budget line 0150122-5797 (Youth Services grant line dedicated to this internship program) to 0150122-514309 (HHS payroll line, which we will use to pay these one-time stipends at the end of the program).

Thank you for your continued support of this program.

Deborah Youngblood
HHS Commissioner



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#460-18

Telephone
(617) 796-1100

Telefax
(617) 796-1113

TDD
(617) 796-1089

E-mail
rfuller@newtonma.gov

August 6, 2018

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to authorize the acceptance, appropriation and expenditure of \$48,000 from the State Executive Office for Energy and Environmental Affairs for the purpose of climate resiliency and action planning services to be provided by MAPC.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in black ink that reads "Ruthanne Fuller".

Ruthanne Fuller
Mayor

RECEIVED
Newton City Clerk
2018 AUG -6 AM 10:13
David A. Olson, CMC
Newton, MA 02459



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459

Telephone
(617) 796-1120
Telefax
(617) 796-1142
TDD/TTY
(617) 796-1089
www.newtonma.gov

Barney S. Heath
Director

MEMORANDUM

DATE: June 22, 2018

TO: Maureen Lemieux, Chief Financial Officer
Jonathan Yeo, Chief Operating Officer

FROM: Jennifer Steel, Chief Environmental Planner

SUBJECT: Municipal Vulnerability Preparedness Program Grant – Docket Item for City Council

Please docket the following item:

#xxx-18 DIRECTOR OF PLANNING requesting authorization to accept and appropriate the sum of forty-eight thousand dollars (\$48,000.00) received as a grant from the State Executive Office for Energy and Environmental Affairs for the purpose of climate resiliency and action planning services to be provided by the Metropolitan Area Planning Council, a certified provider for the State's Municipal Vulnerability Preparedness program. These funds originate from the available grant money set aside by Executive Order 569, "Establishing an Integrated Climate Change Strategy for the Commonwealth," which requires state government to provide assistance to cities and towns to complete climate change vulnerability assessments and resiliency planning.



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459

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(617) 796-1120
Telefax
(617) 796-1142
TDD/TTY
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www.newtonma.gov

Barney S. Heath
Director

MEMORANDUM

DATE: September 7, 2018
TO: FINANCE COMMITTEE – Councilor Gentile, Chair
FROM: Jennifer Steel, Chief Environmental Planner
SUBJECT: Municipal Vulnerabilities Preparedness (MVP) Program Grant and associated Metropolitan Area Planning Council (MAPC) contract

In April 2018, the City of Newton submitted a draft Climate Change Vulnerability Assessment (CCVA) to the State in hopes of meeting the qualifications for the State Executive Office of Energy and Environmental Affairs Municipal Vulnerabilities Preparedness (MVP) Program. Unfortunately, this version of the CCVA was rejected by the State which requested more community engagement be undertaken.

In May of 2018, City staff applied for a Planning Grant through the MVP program in the hopes of finalizing the CCVA and meeting the program qualifications. Once accepted into the MVP program, communities are available for more grant funding from a variety of sources, including the MVP program Action Grants.

In June of 2018, Newton received a grant award from the MVP program for a total of \$48,000. This money was slated for the Climate Change Vulnerability Assessment, a Hazard Mitigation Plan (HMP), and a small amount requested though an extended scope for the City's proposed Climate Action Plan (CAP).

Combined with the \$30,000 dollars appropriated earlier this year by the City for the Climate Action Plan (CAP), the \$48,000 dollars from the grant will be put towards planning for the effects of climate change through both mitigation and resiliency.

As MAPC was the consultant on the CCVA and a certified MVP program provider, it seemed the logical choice to use MAPC to finish out the document under the new MVP requirements. As a public agency, they keep prices within City budgetary limitations and provides experience with plans like this that few other agencies have. In addition, they previously authored Newton's 2012 Hazard Mitigation Plan, a document which needs to be updated every 5 years, along with over 80 other HMP's for communities in the MAPC region.

Our contract with MAPC was finalized and signed in August of 2018 for the creation of the all three climate planning documents (CCVA, HMP, and CAP) being created by the City. As the authors of the previous documents and the collaboration afforded by using the same contractor on all three documents, the Planning Department believes that MAPC is the best choice.

CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
METROPOLITAN AREA PLANNING COUNCIL
AND
The City of Newton

This agreement is made and entered into by and between the **METROPOLITAN AREA PLANNING COUNCIL** ["**MAPC**"] a public body politic and corporate, established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws with its principal office at 60 Temple Place, Boston, Massachusetts, 02111, and the **City of Newton ("CITY")**, with its principal office at 1000 Commonwealth Ave, Newton, MA 02459. *MGL Chapter 30B Sections 1(b)(3) and (b)(9) exempt municipalities from having to issue a competitive procurement when seeking MAPC's services.*

Witnesseth that the parties have AGREED as follows:

Article I
Description and Scope of the Work

1. **MAPC** will provide professional services to undertake and perform all appropriate tasks to produce the City's Climate Action Plan [the "CAP"], Hazard Mitigation Plan [the "HMP"], and related work products as described in **MAPC's** scopes of work dated **July 13, 2018** [the "SOW"], attached as Exhibit A, Exhibit B, and Exhibit C, and incorporated herein.

Article II
Time of Performance

2. **MAPC** shall commence work immediately upon execution of this Agreement and shall complete performance no later than **June 30, 2019**. Time shall be of the essence in relation to **MAPC's** performance under this Agreement. Reasonable extensions shall be granted at the written request of **MAPC**, provided the justifying circumstances are beyond the reasonable control of **MAPC** and without fault of **MAPC**. In the event of such an extension, all other terms and conditions of this Agreement, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in writing.

Article III
Revisions in the Work to be Performed

3. If during the term of this Agreement, **CITY** requires revisions or other changes to be made in the scope or character of the work to be performed, **CITY** will promptly notify **MAPC**. For any changes to the scope of work, **MAPC** shall notify **CITY** of associated costs in writing. **MAPC** shall make the necessary changes only upon receipt of a written acceptance of the costs and a written request from **CITY**.
4. **CITY** will neither unreasonably request revisions nor unreasonably withhold final acceptance of work by **MAPC**. Any revisions or changes requested by **CITY** will not unreasonably depart from the current understanding of the nature and scope of the work to be performed.

Article IV

Payment for Services

5. CITY's total payment to MAPC under this Agreement shall not exceed the total prices stated in the SOW unless otherwise authorized in writing pursuant to paragraph three (3). This amount shall include any and all expenses and costs incurred by MAPC in performing the work.
6. CITY shall make payment to MAPC as on the schedule and based on the milestones and deliverables set forth in the SOW.

Article V
Ownership of Material, Work Products

7. CITY shall have ownership and unlimited rights, for the benefit of CITY, in any work product, including but not limited to all work papers, data, reports, questionnaires and other material prepared, produced or collected by MAPC under this Agreement. MAPC grants to CITY an irrevocable royalty-free license to any work product, including but not limited to all work papers, data, reports, questionnaires and other material as to which MAPC may assert any rights of copyright.
8. MAPC reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use, the copyright of any work developed under this agreement.
9. CITY and MAPC shall have both unlimited rights to any data first produced or delivered under this Agreement.
10. Upon completion of this project or termination for or without cause, MAPC shall return any documents, models, tools, plans or items whatsoever belonging to or supplied by CITY.

Article VI
Indemnification

11. The parties agree to individually assume responsibility for any and all claims, losses, or liability arising from any act, omission, or failure of itself, its subrecipients, subcontractors, officers, agents, and employees relating to this agreement. The parties further agree to hold each other harmless from such claims to the extent permitted by law.

Article VII
Assignment

12. The parties shall not assign nor transfer their respective interests in this Agreement, in part or in whole, without the prior written consent of the other.

Article VIII
Severability

13. In the event any provision of this Agreement is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the Agreement shall remain and continue in full force and effect.

Article IX
Termination of Agreement

14. CITY or MAPC may terminate this Agreement upon immediate written notice should the other

party fail to perform substantially in accordance with the terms of the Agreement with no fault attributable to the other.

15. In the event of a failure to materially perform by **MAPC**, the notice of such breach shall be accompanied by the nature of the failure, and shall set a date at least 60 days later by which **MAPC** shall cure the failure. If **MAPC** fails to cure within the time as may be required by the notice, **CITY** may at its option, terminate the Agreement.
16. Notwithstanding any language to the contrary within this Agreement, **CITY** or **MAPC** may terminate this agreement without cause at any time, effective sixty days beyond a termination date stated in a written notice of termination. In the event of termination, **MAPC** shall be compensated for work product and services performed prior to the date of termination. In no event shall **MAPC** be entitled payment for any services performed after the effective date of termination, and under no circumstances shall the total price paid under the contract exceed the amount referenced in paragraph five (5).

Article X

Compliance with Conflict of Interest Laws

17. **MAPC** warrants and represents to **CITY** that, to the best of its knowledge, no officer or employee of **MAPC** who has participated in the preparation or negotiation of this Agreement, or who will participate in the execution of this Agreement, nor such employee's spouse, parents, children, brothers or sisters, partner, any business organization in which he or she is serving as officer, director, trustee, partner or employee, nor any person with whom he or she is negotiating or has any arrangement concerning prospective employment, has a financial interest in this Agreement, except as permitted under Massachusetts General Laws, Chapter Two Hundred Sixty-Eight A, Section Six. **MAPC** further warrants and represents to **CITY** that, to the best of its knowledge, no employee of **MAPC** has a financial interest, either directly or indirectly, in the Agreement except as permitted under Massachusetts General Laws, Chapter Two Hundred Sixty-Eight A, Section Seven.

Article XI

Governing Law and Jurisdiction

18. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Both parties agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this Agreement.

Article XII

Complete Agreement

19. This Agreement, and the Exhibits attached hereto and incorporated herein constitute a total agreement of the parties and supersede all prior agreements and understandings between the parties, and may not be changed unless agreed upon in writing by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date written below.

For the METROPOLITAN AREA PLANNING COUNCIL

X 

Date: 7/27/18

Name: Marc D. Draisen

Title: Executive Director

For the CITY OF NEWTON

X 

Date: 7/30/18

Name: BARNEY HEATH

Title: Director, Department of Planning & Development

X 

Date: 8, 9, 18

Name: Susan Dzikowski

Title: Comptroller of Accounts

Funds in the amount of \$30,000

Are available in account number: 0110301-530102


X 

Date: 8/9/18

Name: David C. Young

Title: Acting City Solicitor

Approved as to legal form and character

X 

Date: 8/13/18

Name: Ruthanne Fuller

Title: Mayor or her designee

CONTRACT APPROVED

* * * * *



**MAPC Scope of Work
City of Newton
Climate Action Plan (CAP) – Climate Mitigation**

UPDATED July 13, 2018

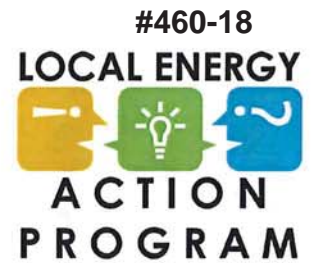
SUMMARY

The goals of the Metropolitan Area Planning Council's (MAPC's) Local Energy Action Program (LEAP) and Zero to 101 program are to help cities and towns plan for, implement, and advance climate and clean energy initiatives and projects. Through the work described in this document, MAPC will provide the City of Newton with planning assistance to advance climate mitigation efforts and continue them subsequent to our support. Newton has demonstrated strong climate action progress to date and a high level of interest in forging an ambitious and actionable path toward aggressive greenhouse gas (GHG) emissions mitigation. MAPC will offer the support necessary to establish communitywide climate mitigation goals and identify potential measures to achieve them.

The following work plan focuses on supporting the City of Newton to draft the mitigation section of a climate action plan (CAP) by the end of December 2018. MAPC will help the City to, among other tasks as outlined below, collect and utilize public feedback on potential mitigation efforts, strengthen and understand its community GHG emissions inventory, review an intern's work to collect and analyze examples of climate mitigation plans and strategies, develop potential climate mitigation actions for the City, present on climate mitigation at three public workshops, and draft the climate mitigation section of a climate action plan.

GENERAL EXPECTATIONS

- 1) The City of Newton will contribute \$24,000 directly to fund MAPC's work, to be invoiced by MAPC in three parts: \$12,000 at the start of the project; \$6,000 in October 2018; \$6,000 at the project's end.
- 2) The City of Newton will contribute \$6,000 to fund one or more college- or graduate-level interns in order to support this scope of work under the City's and MAPC's guidance.
- 3) The City of Newton will contribute \$6,000 of its MVP grant award to fund MAPC's work and participation associated with engaging the public around climate mitigation at three CCVA/Resiliency workshops, to be invoiced at the project's end.
- 4) The City of Newton has identified Jennifer Steel as the primary point of contact (POC) within the municipal government to serve as the liaison with MAPC. As secondary points of contact to Steel, the City has identified Jonathan Kantor and Halina Brown as the lead points of contact for the V-CAP (V-POCs), and Eric Olson as the lead point of contact for intern-related tasks (I-POC).



- a. The municipal POC will coordinate with other municipal staff, committee members, or other stakeholders for needed information and approvals.
- b. The municipal POC will respond to MAPC communication (emails or voicemails) in a timely manner. The V-POCs and I-POC also will respond to MAPC communication (emails or voicemails) in as timely a manner as possible.
- c. The municipal POC will oversee the collaboration among MAPC, the City, the volunteer Climate Action Group, members of the public, and other relevant stakeholders.

Scope of Work

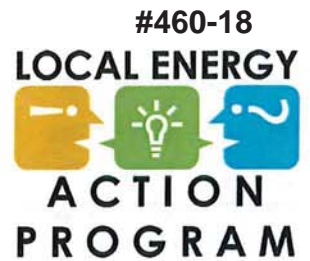
MAPC's work with the City of Newton will include these tasks and this general timeline, as appropriate, and subject to change:

Hours listed are MAPC staff hours only, except for those in *orange italics*

****Blue text denotes tasks funded by the MVP grant award****

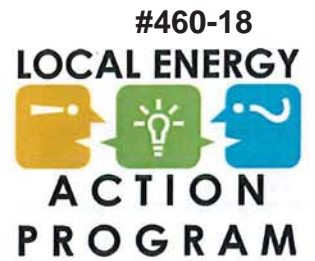
*****Please note: Many tasks are overlapping and may be occurring simultaneously.*****

Ongoing			
Task	Subtask	Lead	Hours
Project team communications	MAPC and Newton hold regular (bi-weekly) check-in calls or meetings throughout the duration of the project. MAPC holds bi-weekly calls with the Intern during the summer.	All	20
June – August			
Task	Subtask	Lead	Hours
Kick-off mitigation project work for the Climate Action Plan	Develop a draft scope of work for the Newton CAP mitigation action plan process	All	5
	Meet by phone or in-person to adjust and finalize the CAP mitigation scope and next steps	All	5
Compilation and preliminary analysis of potential implementation mitigation actions to include in Newton's CAP	Develop a short, strategic survey for the volunteer Climate Action Plan (V-CAP) working group to administer. V-CAP requests and collects input from pertinent stakeholders (incl., but not limited to, the Energy Commission, High Performance Buildings Coalition, Mothers Out Front, and City Dept. heads) and shares responses with MAPC and City.	MAPC	10
	Prepare and distribute to local press outlets a simple press release announcing the CAP process. Prepare a simple one-page handout for the City to use at outreach events to help make the public more aware of the CAP mitigation efforts. (Up to 15% revision included)	MAPC	10



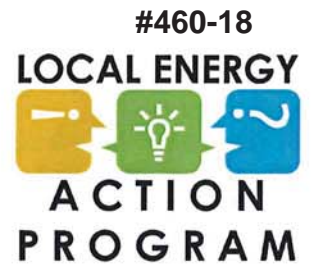
	in MAPC hours.)		
	Develop simple PDF outreach materials (such as a business card or quarter pager with a link to the survey) for City staff to use as they administer the survey at existing City-planned outreach events at farmers markets, pop-ups, etc. (Up to 15% revision included in MAPC hours.) City to send MAPC the completed surveys (for those filled out physically).	MAPC	5
		City	10
	Present and listen at 1 CCVA/resiliency public workshop on mitigation, organized by Newton staff. MAPC to summarize results from the workshop.	MAPC	20
	Summarize survey and other outreach results by implementing body (i.e. City Council, executive branch, public campaign, etc.) and sector	MAPC	15
	Locate and analyze climate/energy action plans developed by other cities and towns	Intern	70
	Research and hold conversations with professionals on the effectiveness of, and past experiences with, various actions and policies aiming to reduce community-wide GHG emissions from transportation, waste, and energy sectors	Intern	70
	Organize the collected list of action measures based on the estimated impacts (informed judgments) or “pie slice” greenhouse gas emissions. For each measure, include an estimated timeline for implementation, expected GHG reduction impact, expected financial impact, and metrics for determining effectiveness of effort.	Intern	100
	Summarize the results of the research and analysis in the form of a short in-house report on broad policy options, written in jargon-free language that is accessible to an educated lay reader	Intern	40
	Oversee and review intern’s research and analysis of potential mitigation actions	MAPC	10
Review of existing Greenhouse Gas inventory (baseline year 2013)	Review data sources and formulas in the existing spreadsheet	MAPC	10
	Add/revise select data points to address V-CAP concerns and questions (incl. but not limited to:	MAPC	10

	passenger and commercial vehicle emissions and home heating fuel oil emissions)		
September – October			
Task	Subtask	Lead	Hours
Development of a protocol for updating the GHG inventory in future years	Revise and streamline, in coordination with Newton and stakeholders, the formulas and data sources in the existing spreadsheet to provide a simpler tool for measuring against the baseline in future years	MAPC	20
	Provide clear descriptions and constraints of the current data sources utilized in the spreadsheet	MAPC	5
Prioritization of implementation actions through public engagement process	Present initial research and analysis, and listen to public feedback at 1 CCVA/resiliency public workshop on mitigation, organized by Newton staff and V-CAP. MAPC to summarize results from the workshop.	MAPC	20
November - December			
Draft development of baseline and mitigation action recommendations for the Climate Action Plan	Draft introductory section of the CAP that will include narrative on the GHG emissions baseline, high-level opportunities for impact, interplay with CCVA, and proposed communitywide GHG emissions reduction interim goals on the road to net zero by 2050.	MAPC	20
	Draft an outline of proposed actions to meet the proposed goals, including recommendations on those to implement on a 1 year, 3 year, and 7 year time horizon. Actions will be sorted based on implementing body and sector impacted.	MAPC	40
	Gather feedback on the goals and recommended actions from Newton leadership and departmental staff and applicable stakeholders and incorporate feedback into updated draft.	MAPC	30
Public engagement on the proposed goals and actions	Present at 1 CCVA/resiliency public workshop on mitigation to share draft goals and proposed actions, and gather feedback. MAPC to summarize results from the workshop.	MAPC	20
Completion of draft mitigation section of the Climate Action Plan	Update the draft of the mitigation section of the CAP based on feedback from Newton leadership and departmental staff and applicable stakeholders.	MAPC	25
	TOTAL EST. MAPC-ONLY HOURS		300



Project Deliverables

Deliverable	Lead	Timeframe
Simple press release distributed by MAPC to local media announcing the CAP process. Simple 1-page handout about the CAP process for the City to use at outreach events to make the public more aware of the CAP mitigation efforts.	MAPC	July 2018
Outreach material (PDFs) for City staff to use when they administer the survey at existing City-planned outreach events.	MAPC	July 2018
Memo on results from the stakeholder surveys and other outreach activities, categorized by implementing body (i.e., City Council, executive branch, public campaign, etc.) and sector.	MAPC	August 2018
Short report summarizing broad policy options, categorized by implementing body (i.e., City Council, executive branch, public campaign, etc.) and sector.	Intern	August 2018
Spreadsheet with revised estimation formulas and clear input areas for updating the GHG inventory in future years as well as clear descriptions and constraints of the current data sources.	MAPC	October 2018
Draft CAP Mitigation Section , as a Word Document, that summarizes the recommended goals and opportunities for GHG reductions and identifies local actions to be implemented on a 1 year, 3 year, and 7 year time horizon. Local actions will include information on implementing entity, timing, and sector impacted.	MAPC	December 2018



PROJECT BUDGET

Total MAPC-only Hours Scoped	300
MAPC staff time at \$100/hr	\$30,000
City of Newton's direct contribution for the intern's services	\$6,000
City of Newton's direct contribution for MAPC's services	\$24,000
City of Newton's contribution from the MVP grant award for MAPC's services	\$6,000
TOTAL PROJECT BUDGET	\$36,000

Exhibit B
MAPC Scope of Work
City of Newton
Municipal Vulnerability Preparedness
July 13, 2018

Overview

The Metropolitan Area Planning Council (MAPC) will assist the City of Newton (City) in meeting the requirements of the Municipal Vulnerability Preparedness (MVP) program in order to achieve certification as a Municipal Vulnerability Preparedness community. The project will follow the general guidelines of the division of labor provided for the MVP program. In consultation with the City, MAPC will modify the standard MVP workshop design to incorporate the draft Newton Climate Change Vulnerability Assessment and Action Plan (CCVA). In addition, MAPC will assist with coordination of the development of the Climate Mitigation Plan and integration of Newton's climate priorities into a single climate document.

Project Tasks to include:

- 1) Meeting with City staff to discuss modification of the MVP workshop.
- 2) Design MVP workshop for City review.
- 3) Meet with Core Team to set, date, location, invite list for MVP workshop.
- 4) Develop all workshop materials.
- 5) Pre-workshop meeting/phone check-in to review materials, determine small group assignments.
- 6) Conduct and facilitate the workshop. MAPC will provide a lead facilitator and small table facilitators. MAPC will provide breakfast and lunch.
- 7) Record all workshop results, meet/check-in with Core Team to review results.
- 8) Draft and submit final report for inclusion in MVP certification. This may be a final CCVA, or a combined Climate Action document, or other hybrid document to meet MVP certification requirements.

In addition, MAPC will update the Newton CCVA, participate in Climate Mitigation workshops and coordination, conduct further public outreach, and assist with creation of a single Climate Action document.

Project Tasks to include:

- 9) Provide materials and facilitation for CCVA portion of workshop focused on mitigation.
- 10) Update CCVA after completion of public workshops.

- 11) Develop materials and present draft CCVA to City Council Working Session.
- 12) Compile Working Session results and update the CCVA for presentation to Mayor.
- 13) Develop materials and hold a final public listening session.
- 14) Draft Consolidated Climate Action Plan.

Tasks to be completed no later than June 30, 2019

Budget: not to exceed \$24,000

Exhibit C
Hazard Mitigation Plan Update
MAPC Scope of Work
July 13, 2018

The Metropolitan Area Planning Council [MAPC] will prepare a Hazard Mitigation Plan 2019 Update for the City of Newton MA [the City] in accordance with FEMA guidelines for Hazard Mitigation Planning.

The City's updated plan will address mitigation of multiple natural hazards that may affect the community, including flood hazards, winter storm hazards, wind hazards, wild fire hazards, geologic hazards, extreme temperatures, and drought. The planning process will include the following actions and elements:

1. PLAN UPDATE PROCESS AND COMMUNITY PARTICIPATION

- a) MAPC will document the process used to develop the plan update, including:
- How the plan update was prepared
 - Who was involved in this process
 - How the public was involved (i.e. community outreach, local planning team participation)
- b) The City will re-convene a local Hazard Mitigation Planning Team and MAPC will facilitate the meetings and provide staff support for developing agendas and meeting materials. The Team will serve to coordinate City officials with MAPC and assist in the plan update by providing access to relevant local data, reviewing draft products, and assisting with outreach to community stakeholders. With MAPC's facilitation and technical assistance, the Team will:
- Hold two community public meetings during the planning update process, one during the production of the plan update, and one during the review of the draft plan update.
 - Solicit input from key stakeholders in the community, including business associations, local or regional institutions, local NGO's and residents.
 - Conduct local outreach to stakeholders through postings on the municipal web site, outreach to local print and/or online press, and use of local access cable TV where available. Outreach to neighboring communities will also be conducted.
 - Provide input regarding the feasibility and prioritization of mitigation measures
 - Review the draft plan update and its goals and proposed mitigation projects
 - Oversee the implementation, maintenance, and updating of the plan update

2. HAZARD IDENTIFICATION UPDATE AND MAPPING OF CRITICAL FACILITIES

The purpose of this section is to provide a basis for preparing the local hazard mitigation plan update. MAPC will conduct the following hazard identification tasks for the City. This section will include the following elements:

- a) HAZARD IDENTIFICATION AND RISK/VULNERABILITY UPDATE: MAPC will update the description and mapping of the natural hazards the City is subject to, including an update of hazards that have occurred since the last Hazard Mitigation Plan. The natural hazards will be grouped into the following categories:

- Flood-Related Hazards (river flooding, dam failures) that include, at a minimum, flood hazard areas as defined by FEMA in the most recent Flood Insurance Rate Maps (FIRMs) for the jurisdiction, as well as local historical data on areas impacted by flooding.
- Wind-Related Hazards (hurricanes, Nor'easters, winter storms, tornadoes, and thunderstorms) based on information provided by the National Weather Service and or Massachusetts' State Hazard Mitigation Plan.
- Winter-Related Hazards (blizzards, severe snow storms, ice storms)
- Geologic Hazards (earthquakes, landslides, sink holes) based on local historical information, the State Hazard Mitigation Plan, and Boston College's Weston Observatory.
- Extreme temperatures (extreme heat and extreme cold)
- Drought (based on State Drought Management Plan data)

Using the best available existing data, MAPC will update the map of areas affected by multiple natural hazards for the City. A set of hazard maps will be included within the updated Hazard Mitigation Plan, and GIS files will be made available to the City for integration with their other community plans.

The hazard identification update will include an assessment of the community's risks based on the location, extent and severity of the hazards. A vulnerability analysis will be conducted using FEMA's HAZUS-MH, as well as a GIS map analysis to delineate those critical facilities that are located within mapped hazard areas. For those hazards not covered by HAZUS-US, best available local information will be used to address critical facilities and functions (such as transportation networks and emergency response) that are potentially impacted by each hazard type. For the plan update, any changes from the previous plan will be noted.

- b) CRITICAL FACILITY INVENTORY UPDATE AND DATA BASE: MAPC will prepare an updated inventory of critical facilities for the City. This task will be based on input from the community and the best available state and local information. These data will be used to develop updated GIS maps of the following items:
- i) Critical facilities, including the following if they exist in the community:
 - a) emergency operations centers
 - b) city or City offices
 - c) water and wastewater treatment plants
 - d) sewage pumping stations
 - e) police or fire stations
 - f) schools
 - g) hospitals
 - h) day-care facilities
 - i) public works garages
 - j) nursing homes/elderly housing
 - k) emergency shelters

- ii) All repetitive flood loss structures and structures which have incurred substantial damage, if they exist, as defined by FEMA
- iii) Land use maps that depict the location of developed land uses, delineated by categories based on use (e.g. residential, commercial, industrial, institutional, other public use, etc.)
- iv) Anticipated future land use

3. UPDATE OF EXISTING MITIGATION MEASURES

MAPC will update the assessment of existing mitigation measures for the City. The updated assessment will include the following items:

- a) Identify any new or amended hazard protection measures adopted by the City, including protection measures under the National Flood Insurance Program (NFIP)
- b) The geographic area and types of structures/facilities covered by each new or amended measure
- c) The agency, department, or individual(s)/position(s) responsible for implementation of each new or amended measure
- d) The effectiveness of new and existing mitigation measures and a description of improvements or changes needed

4. HAZARD MITIGATION UPDATED STRATEGIES

MAPC will, with input from the City's Hazard Mitigation Planning Team, assist the City in updating and prioritizing their local hazard mitigation strategies. These strategies are related to the community's mitigation goals, based on their exposure to identified natural hazards.

The local mitigation strategy update will include:

- i) A set of updated mitigation goal statements that focus on reducing the risks from the identified natural hazards in the City.
- ii) Development of updated mitigation strategies for the City. The updated strategies will include a review of the mitigation measures identified in the previous local Hazard Mitigation plans, with an update on the status of implementation. Those projects not yet implemented will be evaluated to determine if they should be retained, modified, or removed from the updated plan.
- iii) The strategy update will also consider potential new mitigation measures. The identification and prioritization of new mitigation measures will be conducted by the local Hazard Mitigation Planning Team with the assistance of MAPC. This will be based on:

Prioritization of potential new mitigation measures will take into consideration the estimated costs and benefits of each mitigation measure, based on the input of the Hazard Mitigation Planning Team.

5. LOCAL HAZARD MITIGATION PLAN MAINTENANCE AND IMPLEMENTATION

- a) **LOCAL IMPLEMENTATION:** The City will designate a local implementation group, such as local Hazard Mitigation Planning Team, for monitoring, evaluating, and updating the local hazard mitigation plan in the future. One City official will be designated to coordinate
- b) **IMPLEMENTATION SCHEDULE:** The updated Hazard Mitigation Plan will include an implementation schedule with procedures for ensuring the plans' implementation, updating, and revision every 5 years.
- c) **COORDINATION WITH OTHER PLANS:** The local implementation group will oversee the implementation and incorporation of the updated plan's goals into other local planning processes, such as Comprehensive Plans, Capital Improvement Plans, and other local by-laws and ordinances.

6. LOCAL HAZARD MITIGATION PLAN UPDATE REVIEW, REVISIONS, LOCAL ADOPTION, AND FEMA APPROVAL

- **PLAN REVIEW AND APPROVAL:** MAPC will submit the Draft Hazard Mitigation Plan Update to the Massachusetts Emergency Management Agency for initial review and MEMA will forward the Plan Update to FEMA/Region I for final review and approval.
- **PLAN REVISIONS:** If required by MEMA and/or FEMA, MAPC will make revisions to the Draft Hazard Mitigation Plan 2019 Update and resubmit them to the agencies.
- **LOCAL ADOPTION AND FINAL APPROVAL:** After FEMA has completed its review and issued an Approval Pending Adoption (APA), the City will adopt the Hazard Mitigation Plan Update by a vote of the Chief Elected Officials (i.e. City Council) MAPC will submit the final plan update with evidence of local plan adoption to MEMA, following which FEMA will issue a formal letter of plan approval to the City, which will be in effect for five years.

MAPC BUDGET BY TASK FOR NEWTON HAZARD MITIGATION PLAN UPDATE			
TASK	Cost Category	Hours	Cost
Convene Local Hazard Mitigation Planning Committee	Personnel	20	\$1,700.00
Update Hazard Profiles	Personnel	20	\$1,700.00
Update Critical Facilities Inventory	Personnel	20	\$1,700.00
Update Hazard Vulnerability	Personnel	20	\$1,700.00
Update Mitigation Goals	Personnel	30	\$2,550.00
Update Actions	Personnel	50	\$4,250.00
Plan Review, Evaluation, and Implementation	Personnel	25	\$2,125.00
Public Review of Draft Plan	Personnel	12	\$1,020.00
Plan Review and Approval	Personnel	10	\$850.00
TOTAL LABOR COSTS	Personnel	207	\$17,595.00
NON-LABOR COSTS	Travel		\$400.00
TOTAL PROJECT COST			\$17,995.00

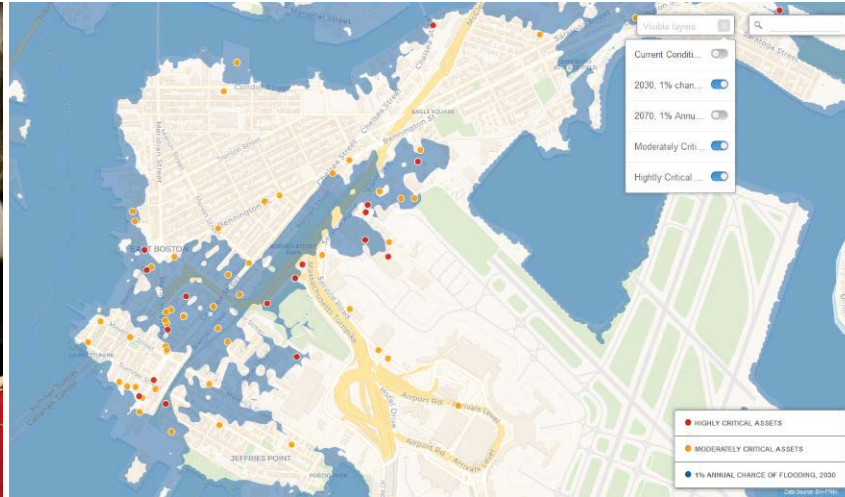
Hazard Mitigation Plan Update

MAPC PROJECT MILESTONE SCHEDULE

TASKS	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	12	13	14	15	16
Task 1: Convene Local Hazard Mitigation Planning Committee	LT		LT		PM		LT		PM						
Task 2: Update Hazard Profiles															
Task 3: Update Critical Facility Inventory															
Task 4: Update Hazard Vulnerability															
Task 5: Update Mitigation Goals															
Task 6: Update Actions															
Task 7: Plan Review, Evaluation, and Implementation															
Task 8: Plan Maintenance															
Task 9: Public Review of Draft Plan															
Task 10: Review and Approval by MEMA and FEMA															

LT = Local Hazard Mitigation Team Meetings
PM = Public Meetings

Submit plan to MEMA for review by June 30, 2019. Review time is variable.



MAPC's MVP Program

Your municipality's MVP plan will frame much of your climate change work for the foreseeable future. The Metropolitan Area Planning Council (MAPC) is the certified MVP provider best positioned to help you create a plan that will have lasting impact.

Part of MAPC's mission is to improve Metro Boston's climate resilience, and our MVP services flow from that dedication.

We bring deep experience, local knowledge, and a multidisciplinary approach: nine of our planners in a variety of specialties are MVP-certified. We offer a regional lens – invaluable in work that knows no municipal borders. Perhaps above all, we are committed for the long term: we will be here to help you address climate change challenges long after your plan is complete.

- 

EXPERIENCED MVP PROVIDER
Worked with Chelsea, Acton, Cohasset, Gloucester, Norwood, Rockport, and Wrentham in the first year of the MVP program.
- 

STRONG FACILITATION AND COMMUNITY PLANNING EXPERIENCE
Highly-trained facilitators - nine MVP-certified planners with extensive experience leading community planning processes, and with specialized experience in Environment, Public Health, Clean Energy, Land Use, and Community Engagement.
- 

EXPERIENCE WITH CLIMATE CHANGE VULNERABILITY ASSESSMENT, AND HAZARD MITIGATION PLANNING
MAPC is the leading climate planner in the region, and is currently working with more than 20 communities on regional or municipal Climate Vulnerability Plans. We have completed Hazard Mitigation Plans for 83 cities and towns and are currently providing five-year updates to over a dozen communities.
- 

ABILITY TO PERFORM GIS ANALYSIS
Extensive in-house GIS and data analysis.



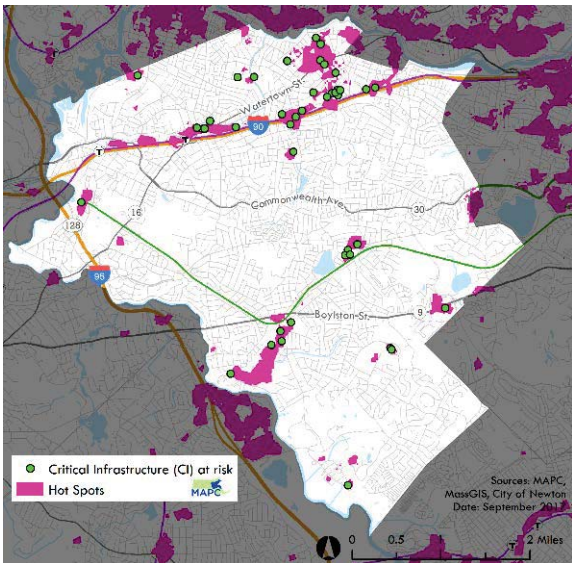
Martin Pillsbury, Environmental Planning Director
mpillsbury@mapc.org | 617.933.0747

MAPC's Climate Plans

Our plans analyze future climate projections, including heat, drought, inland flooding, and sea-level rise. We consider potential impacts to public and private infrastructure, vulnerable populations, natural resources, public health, and the local economy.

We reach out to residents, business owners, and other stakeholders, including people from underrepresented groups, and involve them with our award-winning community engagement. We make data, tradeoffs, and the entire process inclusive, clear, and accessible. We identify community strengths and municipal programs that will provide resilience to projected climate changes.

Our Action Plans, developed in partnership with municipal officials and community leaders, identify next steps to bolster municipal resilience. These strategies span policy, planning, community outreach, and physical infrastructure projects.

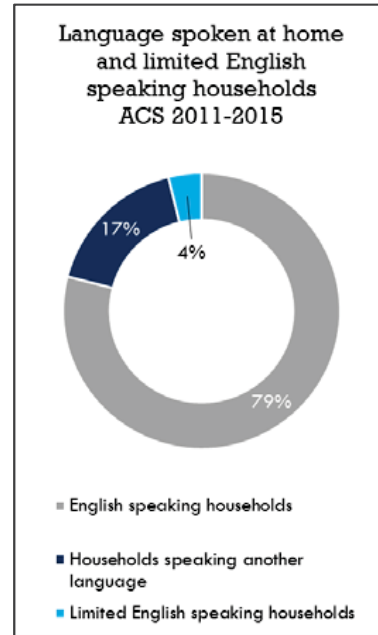


Deeply Committed to Greater Boston Municipalities

For more than 50 years, MAPC has been helping Greater Boston become even better places. Our history with and knowledge of your community, and of the region as a whole, gives us special insight in honoring your past and present-and help you prepare for the future.



Martin Pillsbury, Environmental Planning Director
mpillsbury@mapc.org | 617.933.0747



MAPC is Culturally Competent, Dedicated to Equity and Outreach

MAPC is a mission-driven agency, and equity is one of our core values. We work to make our region place where everyone has an opportunity to succeed, very much including those who are and have been underserved. We are dedicated to diverse partnerships and working meaningfully with all kinds of stakeholder groups.



Contract with MAPC Directly And Simply

MGL Chapter 30B Sections 1(b)(3) and (b)(9) exempt municipalities from having to issue a Request for Proposal or an Invitation for Bids, or from engaging in any other procedures required by procurement law, when working directly with MAPC.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Newton
COMMONWEALTH DEPARTMENT NAME: Executive Office of Energy and Environmental Affairs
Legal Address: (W-9, W-4,T&C): 1000 Commonwealth Ave, Newton, MA 02459
Business Mailing Address: 100 Cambridge Street - Suite 900 Boston MA 02114
Contract Manager: Jennifer Steel, Chief Environmental Planner
Billing Address (if different):
E-Mail: jsteel@newtonMA.gov
Contract Manager: Kathleen Theoharides
Phone: 617-796-1134 Fax:
E-Mail: Kathleen.Theoharides@MassMail.State.MA.US
Contractor Vendor Code: VC 6000192120
Vendor Code Address ID (e.g. "AD001"): AD 201
MMARS Doc ID(s): CT ENV 06 2918 0000000000 3663
RFR/Procurement or Other ID Number: RFR ENV 18 POL 04
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)
X NEW CONTRACT
Statewide Contract (OSD or an OSD-designated Department)
Collective Purchase (Attach OSD approval, scope, budget)
Department Procurement (includes State or Federal grants 815 CMR 2.00)
Emergency Contract (Attach justification for emergency, scope, budget)
Contract Employee (Attach Employment Status Form, scope, budget)
Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)
CONTRACT AMENDMENT
Enter Current Contract End Date Prior to Amendment: ____, 20__
Enter Amendment Amount: \$ ____ (or "no change")
AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)
Amendment to Scope or Budget (Attach updated scope and budget)
Interim Contract (Attach justification for Interim Contract and updated scope/budget)
Contract Employee (Attach any updates to scope or budget)
Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.
X Commonwealth Terms and Conditions
Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to Intercept for Commonwealth owed debts under 815 CMR 9.00.
Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
X Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$48,000

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: X agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)
To conduct municipal vulnerability preparedness planning as outlined in Attachment A.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 30 June 2019, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07. Incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:
X: Ruthanne Fuller Date: 6/28/18
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Ruthanne Fuller
Print Title: Mayor

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
X: [Signature] Date: 6-29-18
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: WILLIAM NICHOLS
Print Title: FINANCE DIRECTOR

Contingent upon City Council approval

Municipal Vulnerability Preparedness (MVP) award: City of Newton

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the Following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.* {See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.}

The Executive Office of Energy and Environmental Affairs (EEA) and the City of Newton ("the municipality") hereby contract for the municipality to complete the Municipal Vulnerability Preparedness (MVP) planning process to achieve MVP climate community designation. Using funds awarded through this grant program, the municipality will hire a state certified MVP provider to complete the planning process required to achieve MVP designation and deliver outputs of the process to EEA. Upon execution of the grant contract, the municipality will be provided with an advance payment of \$46,000. This payment is intended to support:

- the selection, engagement and initial payment of the state-certified MVP facilitator
- secure meeting locations,
- assemble required background information, and
- commence the planning exercise

A second payment of \$2,000 will be made upon successful completion of the MVP workshop process. This disbursement shall be utilized to complete payments to the MVP provider and reimburse the municipality for costs incurred in the process. The satisfactory submittal of the MVP report (step 6, below) is the trigger for the final payment. No final payments will be issued until the report and materials are completed to the satisfaction of EEA.

This project will run from the effective date of this contract through June 30, 2019. Municipalities will select of a vendor from a list of state-certified MVP providers, provided by EEA to complete the planning and stakeholder engagement exercise with the municipality.

Process Summary: The contract will support the municipality in completing a comprehensive, baseline climate change and natural hazard vulnerability assessment, and development of prioritized actions for dealing with priority hazards using the Community Resilience Building (CRB) workshop guide. Through the program EEA will provide the municipality access to newly developed downscaled climate change data which must be incorporated into the planning process.

Led by a local project lead, a core team from the municipality, and the MVP provider, communities will gather available background information on hazards, vulnerabilities and strengths, conduct interviews with staff and volunteers, and plan two 4-hour workshops or one 8-hour workshop. In the workshop approximately 30 municipal staff, residents and volunteers will work to:

- Understand connections between ongoing community issues, hazards, and local planning and actions in the municipalities.
- Identify and map vulnerabilities and strengths to develop infrastructure, societal, and natural resource risk profiles for the municipalities.
- Develop and prioritize actions and clearly delineated next steps for the municipalities, local organizations, businesses, private citizens, neighborhoods, and community groups.
- Identify opportunities to advance actions that further reduce the impact of hazards and increase resilience across and within municipalities.

Process Details: The municipality will engage a state certified MVP provider from a list provided by EEA to define extreme weather and natural and climate-related hazards, identify existing and future vulnerabilities and strengths, develop and prioritize actions for the municipality and broader stakeholder networks, and identify opportunities for the municipality to advance actions to reduce risks and build resilience. The municipality working with the MVP provider will organize and conduct two 4 hour workshops or one 8 hour workshop. Following the workshops, the municipality will conduct at least 1 listening sessions that will be open to the entire municipality.

The municipality will conduct the following tasks, working with the contracted MVP provider:

MVP Grant Efforts (*related City efforts are in italics*)

1. Initial Preparation
 - a. Develop timeline for this outline of actions
 - b. Develop lists of workshop invitees (City councilors, City staff, environmental organizations, business organizations, representatives of vulnerable populations, social services groups, etc.)
 - c. Develop materials for public workshops (PowerPoint presentation, wall charts, break-out session instructions, facilitation materials, etc.)
 - d. Compile relevant background information – Hazard and vulnerability information, strengths and opportunities information, *energy and emissions information, etc.*
 - e. Secure workshop location(s) and facilitators
 - f. Send out workshop invitations and advertisements
2. Public and Invitation Workshop One – Focus on Vulnerability and Resiliency (and Hazard Mitigation)
 - a. ½ hour to review climate change and its effects
 - b. ½ hour to review Newton’s vulnerabilities/hazards
 - c. ½ hour to review Newton’s strengths/opportunities
 - d. 2 hours in break-out sessions to review and revise the draft/proposed resiliency-oriented actions
 - e. ½ hour synthesis and closing
3. Public and Invitation Workshop Two – Focus on Energy Resiliency (*and Mitigation, in conjunction with development of Climate Action Plan*)
 - a. ½ hour to review climate change and its effects
 - b. ½ hour to review the City’s energy footprint
 - c. ½ hour to review City’s proposed energy goals
 - d. 2 hours in break-out sessions to review the draft/proposed mitigation-oriented actions
 - e. ½ hour synthesis and closing
4. City Council Working Session – review of pertinent plans
 - a. 1 hour to review draft CCVA and Action Plan
 - b. *1 hour to review draft CAP and Action Plan*
5. Drafting of Final Documents
 - a. Workshop/Working Session Reports and Risk Matrix
 - b. Climate Change Vulnerability Assessment and Resiliency Action Plan
 - c. *Climate Action/Mitigation Plan*
6. Public Listening Session
 - a. 1 hour to review draft documents
 - b. 1 hour to accept feedback

Proposed Level of Effort/Funding (*City-funded efforts are in italics*)

1. \$48K – MVP grant – public engagement for CCVA completion and expanded scope for climate mitigation planning, hazard mitigation planning, and implementation efforts
- \$30K – City contribution – climate mitigation planning, hazard mitigation planning*

Upon successful completion of Steps 1-6 of the CRB process and clearly defined efforts to begin Step 7 including conducting at least 1 public session, municipalities will be designated as a “Municipal Vulnerability Preparedness Program Climate Community,” or “MVP Climate Community” which may lead to increased standing in future funding opportunities and follow-on opportunities. All workshop outputs and background materials must be compiled into an easily accessible Community Resilience Building final report or summary of findings, based on a template provided by the state below. Derivatives from the report can be used by the municipality following this initial phase of the process to inform existing planning processes, capital budgeting, and grant applications.

As an immediate next step, each community must complete at least one public listening session with the whole community invited and should have a clearly articulated list of priority next steps and actions and how to implement these.

Maintaining Designation: To maintain the designation as an MVP community year over year the municipality must provide the Commonwealth with a yearly progress report outlining the steps they have taken towards implementing their priority actions signed by a local official. Steps may include applying for grant funding, working to implement local changes to policies or bylaws, updating existing local plans using the outcomes of the workshop, completing more

detailed vulnerability assessments, etc. A progress report template will be provided to the municipality to help them complete this requirement.

Municipal Staff Commitment: The municipality must provide sufficient staff time (estimated at 80 hours) to assure completion of this planning exercise and community engagement. Staff time provided by the municipality will include the following activities:

- Procure a state certified MVP provider
- Establish a core team within the municipality or region to steer the project;
- Coordinate, schedule, send invitations and attend planning meetings and several workshops;
- Work with MVP service provider to identify and engage stakeholders;
- Help coordinate staff interviews to collect information prior to the workshops;
- Help the MVP provider find relevant data and other information useful to conducting the planning exercise
- Provide access to relevant planning documents, budget information, and other information as needed;
- Commit to working to continue municipal outreach and engagement, use the completed plan to inform existing planning and project activities, and secure additional data and information needed to improve the plan.

Final Deliverable: Municipalities shall provide a Summary of Findings Report and a completed Risk Matrix in excel format as a final deliverable for completion of the Community Resilience Building (CRB) Workshop with a final invoice. The following is an annotated template for the CRB Workshop(s) Summary of Findings report. Adherence to the layout, sections (bold and underlined), and associated details provided herein will increase reporting consistency which will in turn will accelerate the exchange and transfer of knowledge within and amongst municipalities, regions, and ultimately, across the Commonwealth. To assist further examples of completed CRB Summary of Findings reports can be reviewed and downloaded for reference on the Community Resilience Building website (www.communityresiliencebuilding.com). The satisfactory submittal of the MVP report (step 6, below) is the trigger for the final payment. No final payments will be issued until the report and materials are completed to the satisfaction of EEA.

Materials: All materials, software, maps, reports, and other products produced through the grant program shall be considered in the public domain and thus available at the cost of production. All materials created through this opportunity and as a result of this award should credit the Executive Office of Energy and Environmental Affairs Municipal Vulnerability Preparedness (MVP) program.

Sample CRB Report Template:

<p>SUMMARY OF FINDINGS TEMPLATE GUIDANCE</p> <p>Cover Page: {List Municipalities Covered by Summary of Findings} {insert descriptive community photos and or logos (as appropriate)} {insert - Community Resilience Building Workshop Summary of Findings – below photo/logos} {insert Month & Year report completed}</p> <p>Overview: {insert following at top of page} {List Municipalities Engaged in CRB Workshop(s)}</p> <p>Community Resilience Building Workshop Summary of Findings</p> <p>Text (refer to Step A in CRB Guide): Summarize the need for Workshop from community perspective and the path taken to arrive at Workshop(s). Discuss partnerships critical to enabling Workshop(s) and define “community” engaged in process (i.e., single or multiple municipalities – which ones? Other significant organizations as core partners). Reference the use of the CRB process (www.communityresiliencebuilding.com).</p> <p>{insert the following text within this “Overview” section}</p> <p>The Workshop’s central objectives were to:</p> <ul style="list-style-type: none"> • Define top local natural and climate-related hazards of concern; • Identify existing and future strengthen and vulnerabilities;
--

- Develop prioritized actions for the Community;
- Identify immediate opportunities to collaboratively advance actions to increase resilience.

Top Hazards and Vulnerable Areas:

Text (refer to Step B & C in CRB Guide and triggering questions page 26): Include summary of the discussions on top natural hazards that have had and will have impacts on the community (past, current, future). Define Top Hazards.

Top Hazards
{insert bulleted list of top hazards identified by community}

Areas of Concern
{insert categories followed by specific locations and other assets – confirm place names}
{examples of categories: Neighborhoods, Ecosystems, Transportation, Infrastructure, Facilities, etc.}

Current Concerns and Challenges Presented by Hazards:

Text (refer to Step C in CRB Guide and triggering questions page 26): Provide brief history on the natural hazards that have impacted the community in recent years and what those impacts were/are (i.e., long period of elevated heat, flooded intersections, impact of multiple hazards, etc.). Include reflection on the general concerns expressed by the Workshop participants on hazards today and in the future (5, 10, 25 yrs. or more).

Specific Categories of Concerns and Challenges

Text: Insert paragraph or more for each major categories of concern for the community -- as expressed by the participants. These often include emergency management capacity, vulnerability of road networks, inadequate community-wide communications and collaboration, critical infrastructure limitations (wastewater systems, energy), degraded floodplains and wetlands, and drinking water supply. These specific categories of concerns and challenges become the principle focal points highlighted in the following sections of the Summary of Findings.

Current Strengths and Assets:

Text (refer to Step C of CRB Guide and triggering questions page 26): Provide brief overview paragraph or two on the current strengths of the community as expressed by the participants.
{insert bullet statements (1-2 sentences) of current strengths. For example: "The responsive and committed leadership exhibited by elected officials and senior staff was viewed as a current strength. Ongoing collaboration and support amongst leadership and staff will help to advance comprehensive, cost-effective approaches to resilience as identified in this Summary of Findings".}

Top Recommendations to Improve Resilience:

Text (refer to Step D of CRB Guide): Provide brief overview paragraph or two on the top recommendations for the community as expressed by the participants.
{insert bulleted of priority actions from Risk Matrix organized in sequential order first by "Highest Priority" then "Moderate Priority" and finally, "Lower Priority". Prioritized actions can be inserted directly from final Risk Matrix for the community.}

CRB Workshop Participants: Department/Commission/Representative:

{insert list of invited and participating entities. Place asterisks next to "attendees".}

Citation:

{insert citation for Summary of Findings Report – this provides way to reference report for future plans and funding opportunities. Example:
{Insert name of municipality or persons responsible} (2017) Community Resilience Building Workshop Summary of Findings. {insert core team partnerships}. {insert municipality}, Massachusetts.

CRB Workshop Project Team: Organization, Name, Role:

{Example: Town of XXXX, Susan Smith, Core Team Member. Other roles can include: Lead Facilitator, Project Coordinator, Project Sponsor, Facilitator}

Acknowledgements:

Newton Expanded Scope: Enhanced stakeholder engagement to incorporate climate mitigation into MVP planning process

Project Summary: The City of Newton will advertise a series of three, 3-hour workshops focused on providing basic information and soliciting feedback on a draft Climate Change Vulnerability Analysis (CCVA). These workshops will focus on mitigation, but also discuss adaptation.

Project Details: The City will hold three workshops to provide basic information and solicit feedback on the City's draft Climate Change Vulnerability Assessment (CCVA). Workshops will involve a wide array of participants, such as residents, health professionals, engineers, architects, business owners, and climate activists. 1- 1.5 hours of workshop time will be used to gather community input on mitigation efforts and the City's Climate Action Plan. Principles outlined in the Community Resilience Building Workshop Guide will be used.

Timeline: The three workshops will be completed before the end of Fall 2018. Progress on extended scope (including workshop scheduling and completion) will be relayed during MVP quarterly reporting periods.

Deliverable: A completed CCVA and Adaptation and Resiliency Action Plan, a summary report of outcomes and feedback received during the 3 workshops, including a list of attendees, and the foundation of a comprehensive Climate Action Plan.

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
MUNICIPAL VULNERABILITY PREPAREDNESS
CLIMATE RESILIENCY PLANNING GRANTS

CONTRACTOR: CITY OF NEWTON

ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or Invoice.}

Items identified below which are not part of the Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
State FY18				\$46000.00
State FY19				\$2000.00

MAXIMUM OBLIGATION	\$48000.00
---------------------------	-------------------

Attachment B is subject to any restrictions or additional provisions outlined in Attachment A



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#453-18

Telephone
(617) 796-1100

Telefax
(617) 796-1113

TDD
(617) 796-1089

E-mail
rfuller@newtonma.gov

August 6, 2018

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to authorize the acceptance, appropriation and expenditure of \$248,734 from the Department of Energy Resources (DOER) Green Communities Grant.

The list of projects to be completed this year is attached.

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller
Mayor

RECEIVED
Newton City Clerk
2018 AUG -6 AM 10:15
David A. Olson, CMC
Newton, MA 02459



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES
100 CAMBRIDGE ST., SUITE 1020
BOSTON, MA 02114
Telephone: 617-626-7300
Facsimile: 617-727-0030

Charles D. Baker
Governor

Matthew A. Beaton
Secretary

Karyn E. Polito
Lt. Governor

Judith F. Judson
Commissioner

July 19, 2018

Ruthanne Fuller, Mayor
City of Newton
1000 Commonwealth Avenue
Newton, MA 02459

Dear Mayor Fuller:

I am pleased to inform you that the Department of Energy Resources (DOER) Green Communities Division has approved an award of \$248,734 for the following projects proposed in the City of Newton's Green Communities Competitive Grant application.

List of projects funded:

- \$18,687, North High School—LED lighting and controls
- \$74,286, North High School—Exterior lighting, building and poles
- \$30,773, North High School—Exterior lighting, tennis courts & canopies
- \$5,778, War Memorial Auditorium—Window weatherization
- \$10,000, Town—Electric vehicle charging station
- \$10,000, Town vehicles—Plug-in hybrid vehicle acquisition
- \$10,000, Town vehicles—Electric vehicle acquisition
- \$89,210, Bowen Elementary School— LED lighting and controls

The Division reviewed Newton's grant application and has determined these are viable projects that meet the eligibility requirements of our Competitive Grant program. **Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically-approved projects listed above.**

Jane Pfister, Green Communities Grant Coordinator, will follow up with the contact listed in your competitive grant application to discuss next steps, including coordination of the grant contract process. The Green Communities Division looks forward to working with the City of Newton on your grant projects. We congratulate you on your grant award, and applaud your efforts to create a cleaner energy future for your community and the Commonwealth as a whole.

Please do not hesitate to contact me at 617-626-7358 or by email at Nicholas.Connors@Mass.gov with any questions you may have regarding your grant award.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick", is enclosed in a rectangular box.

Nicholas Connors, Director
Green Communities Division

Cc: William H. Ferguson, Energy Project Manager
Neal Duffy, Green Communities Regional Coordinator, Northeast



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

473-18

Telephone
(617) 796-1100

Telefax
(617) 796-1113

TDD
(617) 796-1089

E-mail
rfuller@newtonma.gov

August 27, 2018

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to appropriate the sum of \$61,423 from the Energy Stabilization Fund and authorize the acceptance, appropriation and expenditure of \$138,521 in matching rebate funds from Eversource for the purpose of upgrading LED lighting and controls at Newton South High School and Bowen Elementary School.

Eversource is providing this matching rebate under their enhanced incentive program if we can complete these projects by the end of October.

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller
Mayor

David A. Olson, CMR
Newton, MA 02459

2018 AUG 23 PM 2:49

RECEIVED
Newton City Clerk



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#473-18

Telephone
(617) 796-1100

Telefax
(617) 796-1113

TDD
(617) 796-1089

E-mail
rfuller@newtonma.gov

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council amend Docket Item #473-18 by reducing the amount of money required from the Energy Stabilization Fund from \$61,423 to \$50,463.

The City is the beneficiary of an increase of \$10,960 in the Eversource grant, therefore our match can be reduced.

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller
Mayor

RECEIVED
Newton City Clerk
2018 SEP -7 PM 2:33
September 7, 2018
David A. Olson, CMC
Newton, MA 02459



Division of Thielsch Engineering, Inc
1341 Elmwood Avenue
Cranston, Rhode Island 02910



Newton Bowen Elementary School-2nd Flr Classrooms

Financial Summary

Total Project Cost	\$ 40,549
Approved Eversource Electric Incentive	\$ (7,397)
Approved Enhanced Program Incentive	\$ (25,262)
Customer Net Cost	\$ 7,890
Estimated Energy Cost Savings Annually	\$ 4,192
Estimated Maintenance Savings	\$ 1,197
Return on Investment (ROI)	68%
Simple Payback in Years	1.5

Energy Savings

kW Reduction	kWh Reduction
6.45	24,658

Pollution Savings

CO2 Reduction (lbs)	NOx Reduction (lbs)	SO2 Reduction (lbs)
31,241	26.5	97.8

Efficiency Energized.



Division of Thielsch Engineering, Inc
1341 Elmwood Avenue
Cranston, Rhode Island 02910

Newton South HS LED Lighting Upgrades and Controls-2nd-3rd Flr Science-Wheeler-Goldrick Wing

Financial Summary

Project Cost-LED Lighting Upgrades	\$ 99,278
Project Cost-Automatic Energy Controls	\$ 60,117
Approved Eversource Electric Incentive	\$ (39,911)
Approved Enhanced Program Incentive	\$ (76,911)
Customer Net Cost	\$ 42,573
Estimated Energy Cost Savings Annually	\$ 22,616
Estimated Maintenance Savings	\$ 3,474
Return on Investment (ROI)	61%
Simple Payback in Years	1.6

Energy Savings

kW Reduction	kWh Reduction
37.41	133,038

Pollution Savings

CO2 Reduction (lbs)	NOx Reduction (lbs)	SO2 Reduction (lbs)
168,559	142.7	527.5

LED Lighting Projects- Request for Energy Stabilization Funds

	Regular Incentive	Enhanced Incentive	Total Incentive	Total Project Cost	Cost to Newton
South HS- 2nd 3rd flr Wheeler - Goldrick Wing	\$ 39,911.00	\$ 76,911.00	\$ 116,822.00	\$ 159,395.00	\$ 42,573.00
Bowen ES-2nd flr classrooms	\$ 7,397.00	\$ 25,262.00	\$ 32,659.00	\$ 40,549.00	\$ 7,890.00
	\$ 47,308.00	\$ 102,173.00	\$ 149,481.00	\$ 199,944.00	

Energy Stabilization funds request \$ 50,463.00

Nadia Khan

From: Alan D. Mandl
Sent: Tuesday, May 22, 2018 4:15 PM
To: Deborah J. Crossley
Cc: Nadia Khan; Shubee Sikka; Louis M. Taverna; Alex Chadis; Ouida C. M. Young; Jonathan Yeo
Subject: Grant of Location Application Fees and related Issues

Is the proposed \$500 per location application fee pending City Council approval?

If so, a couple of other comparisons:

1. The current application fee for administrative site plan review is \$350 and appears to have been adopted between 1988-1991
2. The special permit fee is \$350 (residential) and \$750 (non-residential). Where multiple units are involved, the fee is capped at \$2500.

These fees were established some time ago and may or may not have been cost-based when adopted.

As noted in the draft grant of location standards, the City may consider allowing a batch of applications at one time. It can limit the number of locations at one time. It could also cap the application fee if the applications were for a defined geographic area, involved the same wireless communications facilities per the standards and not in a sensitive location (e.g., \$2500 cap for up to 10 locations).

If the City adopts an increased application fee (up from \$35), it should consider a review of grant of location fees applicable to cable, telephone, electric and gas. Underground installations can be viewed separately. Aerial applications are subject to aesthetic and public safety review. There is no federal shot clock involved. There is no base station concern. The work steps involved, the time needed to perform and labor rates would need to be studied. The fact that the wireless application fee is the first to be updated should not count against it, but the argument has been made by Verizon Wireless that the higher fee for wireless only is unreasonable. It incorrectly asserts that the new fee is not cost-based.

Alan

Alan D. Mandl
Assistant City Solicitor
City of Newton
1000 Commonwealth Avenue
Newton, MA 02459
Tel: (617) 796-1240
Email: amandl@newtonma.gov

LAW DEPARTMENT



CITY OF NEWTON, MASSACHUSETTS
CITY HALL
1000 COMMONWEALTH AVENUE
NEWTON CENTRE, MA 02459
TELEPHONE (617) 796-1240
FACSIMILE (617) 796-1254

ACTING CITY SOLICITOR
OUIDA C.M. YOUNG

DEPUTY CITY SOLICITORS
ANGELA BUCHANAN SMAGULA
JEFFREY A. HONIG

ASSISTANT CITY SOLICITORS
MARIE M. LAWLOR
ROBERT J. WADDICK
MAURA E. O'KEEFE
ALAN D. MANDL
JULIE B. ROSS
JILL M. MURRAY
JONAH M. TEMPLE

To: Public Facilities Committee
From: Alan Mandl
Date: February 14, 2018
Re: Proposed Application Fee for Wireless Grants of Location

This proposed amendment adopts an application fee of \$500 for grant of location petitions for (1) wireless communications facilities to be attached to utility or City-owned poles located in the public ways and (2) new poles constructed primarily for wireless communications purposes.

Proposed Amendment

Section 17-3(19) is amended by striking out existing Section 17-3(19) and inserting in place thereof a new Section 17-3(19) as follows:

(19) Public Utility Petitions

- a) Grant of location petitions for facilities other than wireless communications facilities \$35.00 per location
- b) Grant of location petitions for wireless communications facilities attached to utility or City-owned poles or for new poles constructed primarily for wireless communications purposes \$500 per location

Basis for the Proposed Application Fee

The City Council is authorized to review grant of location applications under State law, G.L.c.166, §22. The wireless industry has begun to seek multiple locations for small cell technology in the public ways, primarily by attaching to utility and municipally-owned poles (including streetlights). It is necessary for the City Council to incorporate into its grant of location process substantive standards and review procedures in accordance with state and federal law. The additional work efforts associated wireless grant of location applications justifies a reexamination of the current \$35 application fee.

Comparative Analysis and Cost Analysis

MA DOT- requires a \$500.00 application fee for a permit to access a state highway. The Access Permit Application Form and Access Permit Submittal Checklist are less complex than wireless grant of location applications.

Comparable Municipal Fees- based upon a small sample, recently enacted application fees range between \$300-\$1000: Dartmouth (\$300); Salem (\$500); Dallas Staff Recommendation (\$750); and Evergreen Park IL (\$1000). In many cases, local fees have not been updated. In several cases, fees have been capped by state law.

Work Tasks: Time and Cost – Newton’s \$35 fee is out of step from a cost basis standpoint. There are numerous tasks to be performed by several departments. Examples include:

City Clerk	Log in of application; issue notice of incompleteness (0.50)
DPW and Planning	Review of application for completeness; Review of supplement to application for completeness (2.00)
DPW and Planning	Review of substance of application based upon City regulation standards (3.00); site visits as needed (2.00)
DPW and Planning	Preparation of memos to the Public Facilities Committee and any recommendations regarding need for peer review (2.00)
DPW and Planning	Fact-finding regarding the availability of alternative sites (2.00)
Fire and IT	Input as needed (1.00); GIS functions (1.00)
Law	Review qualification of applicant under G.L.c.166, §21; preparation of tolling agreements as needed; review of Public Facilities Committee Written Report (2.00)

These and other tasks were reviewed and discussed with the departments. As in other cases, the municipal fee is derived by determining hourly labor rates and their costs. Hourly labor rates are assumed to be the hourly rates for the lowest cost employees capable of performing the work tasks. We examined labor rates on an unloaded basis. Several work tasks are specific to wireless communications facilities-related applications. About 15.5 hours of time is estimated.

WITH ESTIMATED TIME, SALARIES AND UNLOADED LABOR RATES

City Clerk \$30/hour x .50=\$15.00 (uses same hourly rate as Planning and Development)
 Planning and Development \$30/hour x 5.5=\$165.00 (\$ figure from Planning and Development)
 DPW \$53/hour x 5.5= \$291.50 (\$ figure from DPW)

IT \$48/hour x 1.0= \$48.00 (Assumes \$90K salary/1875 hours)
FIRE \$40/hour x 1.0= \$40.00 (Assumes \$75K salary/1875 hours)
LAW \$48/hour x 2.0 = \$96.00 (based on Law Department calculation)

TOTAL **\$655.50**

RECOMMENDATION

Based on the above, the wireless working group recommends a \$500 application fee. This is a conservative figure. It does take into account labor rate loadings. The hourly are believed to be representative. Estimated labor times are informed by our discussions of the tasks included and are considered conservative. We have not included Staff time spent in attending hearings



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#452-18
Telephone
(617) 796-1100
Telefax
(617) 796-1113
TDD
(617) 796-1089
E-mail
rfuller@newtonma.gov

August 6, 2018

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to authorize the acceptance, appropriation and expenditure of \$40,000 from the MassDEP Recycling IQ Grant which will be utilized to address the City's recycling contamination rates.

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller
Mayor

RECEIVED
Newton City Clerk
2018 AUG -6 AM 10:15
David A. Olson, CMC
Newton, MA 02459

City of Newton



DEPARTMENT OF PUBLIC WORKS

OFFICE OF THE COMMISSIONER

1000 Commonwealth Avenue
Newton Centre, MA 02459-1449

Ruthanne Fuller

Mayor

To: Mayor Ruthanne Fuller
Maureen Lemieux, CFO

From: Jim McGonagle, Commissioner of Public Works

Subject: MassDEP Recycling IQ Grant

Date: 7/31/2018

Dear Mayor Fuller,

I write to request that the Honorable Council docket for consideration a request to accept the MassDEP Recycling IQ grant funds in the amount of \$40,000 which will be used to address the City's recycling contamination. The grant funds will be used for a robust recycling education campaign which includes curbside audits of recycling carts.

Thank you for your consideration of this matter.

Jim McGonagle
Commissioner of Public Works

Jim McGonagle
Commissioner

Telephone: (617) 796-1009 • Fax: (617) 796-1050 • jmcgonagle@newtonma.gov



City of Newton, Massachusetts
Office of the Mayor

#456-18

Telephone
(617) 796-1100

Telefax
(617) 796-1113

TDD
(617) 796-1089

E-mail
rfuller@newtonma.gov

RUTHANNE FULLER
MAYOR

RECEIVED
Newton City Clerk
2018 AUG - 6 AM 10: 12
David A. Olson, CMC
Newton, MA 02459

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to authorize the acceptance, appropriation and expenditure of a grant from the Massachusetts Water Resources Authority in the amount of \$3,435,000 and to authorize the borrowing of the City's corresponding share of \$1,145,000 from the MWRA payable in 1/10 installments over 10 years.

This is part of the MWRA interest free Phase 11 loan/grant (25%/75%) program for sewer improvements as outlined in the attachment.

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller
Mayor

City of Newton



DEPARTMENT OF PUBLIC WORKS

OFFICE OF THE COMMISSIONER

1000 Commonwealth Avenue
 Newton Centre, MA 02459-1449

Ruthanne Fuller

Mayor

To: Mayor Ruthanne Fuller
 Maureen Lemieux, Chief Financial Officer

From: Jim McGonagle, Commissioner

Subject: Docket Request for MWRA Sewer Funds Borrowing and Grant Authorization
 MWRA Sewer Infiltration/Inflow Local Financial Assistance Program, Phase 11

Date: 7/31/2018

I respectfully request a docket item be submitted for an authorization to borrow a loan/grant from the Massachusetts Water Resources Authority (MWRA), as follows:

- A loan of \$1,145,000 from the MWRA, payable in 1/10 installments over 10 years.
- A grant of \$3,435,000 from the MWRA.

This is part of an MWRA interest free Phase 11 loan/grant (25%/75%) program (\$4,580,000 total). This proposed borrowing and grant will allow Public Works to implement a portion of the sewer improvements as outlined in the 5-year Capital Improvement Plan as follows.

Sewer CIP Project 7 Construction

Sewer CIP Project 7 Rehabilitations will include construction of "Trenchless" and "Excavate and Replace" rehabilitations to eliminate sewer/underdrain cross connections and to eliminate infiltration from the sanitary sewer system. These projects will be constructed to reduce sewer infiltration and inflow sources and provide improvement to existing sewer structures. The objective of this project is to construct sanitary sewer rehabilitations that will eliminate infiltration and inflow to the sanitary sewer system, eliminate sanitary sewer contamination to the underdrain system, and repair underdrain access points that are contributing infiltration to the sanitary sewer system. The design of this sewer project area will be completed this year.

Pending your approval, the Treasurer will submit a request to Bond Council which will be provided to the Clerk's Office for inclusion as a docket item to the Honorable Board of Aldermen.

Jim McGonagle
 Commissioner of Public Works

Jim McGonagle
 Commissioner

Telephone: (617) 796-1009 • Fax: (617) 796-1050 • jmcgonagle@newtonma.gov



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

457-18
Telephone
(617) 796-1100
Telefax
(617) 796-1113
TDD
(617) 796-1089
E-mail
rfuller@newtonma.gov

August 6, 2018

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to authorize the appropriation of \$232,000 and authorize a general obligation borrowing of an equal amount through the Stormwater Enterprise Fund for the purpose of funding the purchase of a new 2018 Elgin Pelican Street Sweeper.

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller

Ruthanne Fuller
Mayor

RECEIVED
Newton City Clerk
2018 AUG -6 AM 10:12
David A. Oison, CMC
Newton, MA 02459

City of Newton



Ruthanne Fuller

Mayor

DEPARTMENT OF PUBLIC WORKS

OFFICE OF THE COMMISSIONER

1000 Commonwealth Avenue
Newton Centre, MA 02459-1449To: Mayor Ruthanne Fuller
Maureen Lemieux, CFO

From: Jim McGonagle

Subject: Sweeper

Date: 7/30/2018

I write to request that the Honorable Council docket for consideration a request to authorize the appropriation of \$240,000 and for the purchase of a new 2018 Elgin Pelican Sweeper for the Public Works Department for Utilities division operations.

Thank you for your consideration of this matter.

Sincerely,

Jim McGonagle
Commissioner of Public Works

Jim McGonagle
Commissioner

Telephone: (617) 796-1009 • Fax: (617) 796-1050 • jmcgonagle@newtonma.gov

MUNICIPAL AND CONTRACTORS' EQUIPMENT

200 Merrimac St
Woburn MA 01801

PROPOSAL

Tel. (781) 935 1919
Fax. (781) 937 9809

To:

City of Newton
Department of Public Works
110 Craft St
Newton MA 02458
ATT: Travis Mosca Assistant Fleet Supervisor

July 16, 2018

C. N. Wood is pleased to offer the following proposal through NJPA national procurement contract.

1 New 2018 Elgin Pelican NP dual street sweeper with a/c, sprung guide wheel, autolube, Color reverse camera, auto reverse broom pick up, lower roller washout, sliding window curb side, am/fm/cd radio, air ride seat, painted **White**, 1 year standard warranty, and all other standard equipment.

SELLING PRICE	\$215,655.00
OPTIONAL EQUIPMENT	
Spare tire/rim front and rear	\$2,085.00
5 Year Warranty - parts and labor	\$10,800.00
Front and rear LED corner strobes	\$2,525.00
Graphics	\$800.00
GPS system parts only	\$200.00
TOTAL SELLING PRICE	\$232,065.00

C. N. Wood is looking forward to providing the City of Newton with the premium Elgin products and first class service. Please do not hesitate to contact me if you have any questions or need further information regarding the Elgin products
Thank you for considering C. N. Wood for your equipment needs.

Best Regards,
Stephen M. Russell
Sales Representative

No warranties are made other than those extended by the manufacturer of the equipment, and in the event of alleged breach of warranty, expressed or implied, the liability of C. N. Wood Co., Inc., shall be limited to the liability of the manufacturer to it, and shall be subject to all limitations and conditions imposed by the manufacturer.

Seller shall not be liable for any default or delay in delivery, as a result of shipping delays, strikes, fires, lockouts, or inability to procure materials.

#458-18



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

Telephone
(617) 796-1100

Telefax
(617) 796-1113

TDD
(617) 796-1089

E-mail
rfuller@newtonma.gov

August 6, 2018

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to authorize the appropriation of \$149,000 and authorize a general obligation borrowing of an equal amount for the purpose of funding the purchase of a new 590S Backhoe for the Public Works Department - Highway Division.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in cursive script that reads "Ruthanne Fuller".

Ruthanne Fuller
Mayor

RECEIVED
Newton City Clerk
2018 AUG -6 AM 10:13
DAVID A. OLSON, CMC
Newton, MA 02459

City of Newton



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

Ruthanne Fuller
Mayor

To: Mayor Ruthanne Fuller
Maureen Lemieux, CFO

From: Jim McGonagle

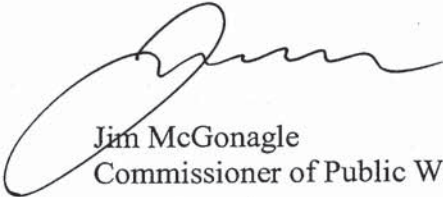
Subject: Backhoe for Highway Department

Date: 7/30/2018

I write to request that the Honorable Council docket for consideration a request to authorize the appropriation of \$150,000 and for the purchase of a new 590SN Backhoe for the Public Works Department for Highway division operations.

Thank you for your consideration of this matter.

Sincerely,



Jim McGonagle
Commissioner of Public Works

Jim McGonagle
Commissioner

Telephone: (617) 796-1009 • Fax: (617) 796-1050 • jmcgonagle@newtonma.gov



MASS STATE OSD Document # VEH98 ~ Award

TRACTOR LOADER BACKHOE

PO-18-1080-OSD03-SRC01-12393

Dealer Location 192 New Boston St Woburn, MA



Municipality: City of Newton
 Delivery Location: 74 Elliot St
Newton MA

Phone # (617) 592-1503
 Order # _____
 Sales Person Ian McMullin

Contract includes the following CASE 590SN Tier IV Final Certified Tractor Loader Backhoe, outboard planetary rear axle, 108 Net hp, 4 F-4R trans., Single joystick with electronic hydraulic diff. lock, hydraulic power assisted wet multi-disc brakes, ROPS/FOPS canopy, molded fenders, Std Backhoe w/14' 6" dig depth, mechanical cloth non-suspension seat, Left Hand steps w/molded rear fenders, 21Lx24 rear tires, 14x17.5 10PR Industrial Rib front tires, pin-on 93" w/1.3 cu. Yd. bucket w/bolt-on cutting edge and rotating bea con.

IN DROP DOWN BOXES "CLICK" ON ARROW TO RIGHT AND PICK EACH OPTION REQUESTED

Section	Order Code	Description	Discount	Contract Price
	STD T4 Final	590SN 2WD T4 FINAL	\$118,612.00 30%	\$83,028.40
	T4 Final 0	590SN 4WD T4 FINAL	\$16,397.00 30%	\$11,477.90
SD_08025	423061	4WD Powershif 5-Type Trans.	No Charge 0%	\$0.00
SD_13002	9200012	14X17.5 10pr (4WD)	No Charge 0%	\$0.00
SD_09006	8392564	21Lx24 10PR (R4)	No Charge 0%	\$0.00
SD_L7009	423076	Extendehoe (includes 700 lb. counterweight)	\$6,650.00 30%	\$4,655.00
SD_40020	423047	Heavy Front CWT. Extendhoe 1100 lb. ILO 700lb	\$422.00 30%	\$295.40
SD_20038	423078	Pilot Controls w/Power Lift	\$2,380.00 30%	\$1,666.00
SD_47086	x47086X	English Literature	No Charge 0%	\$0.00
SD_20036	423084	1-way/2-way w/Pilot Controls	\$3,656.00 30%	\$2,559.20
SD_20039	X20039X	STD CASE Quick Coupler	No Charge 0%	\$0.00
SD_LS215	XI5215X	No Backhoe Bucket	No Charge 0%	\$0.00
SD_LS401	442056	Flip Over/Stabilizeer Pads Combo	\$816.00 30%	\$571.20
SD_20137	747864	Aux. Hyd & Pilot Controls	\$1,309.00 30%	\$916.30
SD_LS302	423003	93" HD Long Lip 1.25 cu yd w/bolt-on cutting Edge	\$2,542.00 30%	\$1,779.40
SD_05097	747855	Cab, LH Door w/Heater/AC	\$8,676.00 30%	\$6,073.20
SD_05021	442083	Deluxe Cab Package	\$1,309.00 30%	\$916.30
SD_05105	X05105X	Sealt Belt 2" retractable	No Charge 0%	\$0.00
SD_05112	423011	Comfort Steer	\$724.00 30%	\$506.80
SD_05136	423077	Radio AM/FM/MP3	\$232.00 30%	\$162.40
SD_05129	745161	Cloth Air Susp Heated Seat	\$737.00 30%	\$515.90
SD_02033	X02033X	No Chaff Screen	No Charge 0%	\$0.00
SD_02140	745167	Locking Def/Fuel Cover	\$132.00 30%	\$92.40
SD_06081	745242	LED Light Package	\$862.00 30%	\$603.40
SD_18011	742803	Front Fenders	\$419.00 30%	\$293.30
SD_20236	423090	Auto Ride Control (4WD)	\$1,357.00 30%	\$949.90
SD_30048	728758	Rotating amber beacon	\$237.00 30%	\$165.90
SD_43004	747875	TOOL BOX	\$172.00 30%	\$120.40
SD_50103	X50103X	No Special Paint	No Charge 0%	\$0.00
SD_L7013	423092	Gripper Teeth Extension	\$171.00 30%	\$119.70
SD_02048	423093	Cold Start Dual Battery	\$847.00 30%	\$592.90
SD_02112	X02112X	Standard Climate Pkg	No Charge 0%	\$0.00
SD_09008	X09008X	No Spare Wheel/Tire	No Charge 0%	\$0.00
SD_13003	X13003X	No Spare Wheel/Tire	No Charge 0%	\$0.00
SD_LS001	XL5001X	Do Not Move to BIC	No Charge 0%	\$0.00
NON-OEM Attachments				
		KAGE SNOWSTORM KBSS10 10' ANGLE PLOW WITH QUICK ATTACH	\$ 10,300.00 0%	\$ 10,300.00
		AUTO LUBE SYSTEM FOR CASE 590SN TRACTOR LOADER BACKHOE INSTALLED	\$ 12,204.54 0%	\$ 12,204.54



MASS STATE OSD Document # VEH98 ~ Award

TRACTOR LOADER BACKHOE

PO-18-1080-OSD03-SRC01-12393

Dealer Location 192 New Boston St Woburn, MA



Municipality: City of Newton

Phone # (617) 592-1503

BKT BI-DIR ROAD TIRES 21L-24 REARS AND LIFEMASTER BI-DIR ROAD TIRES 14X17.5 FRONTS (INCL TAKE-OFFS CREDITS)

\$ 2,870.58 0% \$ 2,870.58

WAIN-ROY /4 YD SWINGER COUPLER WI 24" BUCKET INSTALLED

\$ 5,016.14 0% \$ 5,016.14

Delivery Charges

\$ 500.00

Trade-In Details

Municipal Quote	<u>\$148,952.56</u>
Trade Value	<u>\$ -</u>
Purchase Price after Trade	<u>\$148,952.56</u>

#459-18



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

Telephone
(617) 796-1100

Telefax
(617) 796-1113

TDD
(617) 796-1089

E-mail
rfuller@newtonma.gov

August 6, 2018

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to authorize the appropriation of \$2,200,000 and authorize a general obligation borrowing of an equal amount for the purpose of funding construction of the City's Sewer System Inflow and Infiltration Capital Improvement Program Project Number 6, located in the areas of Newton Centre, Newtonville, Nonantum and Chestnut Hill.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in cursive script that reads "Ruthanne Fuller".

Ruthanne Fuller
Mayor

RECEIVED
Newton City Clerk
2018 AUG - 6 AM 10: 14
DAVID A. OLSON, CMC
Newton, MA 02459

City of Newton



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

Ruthanne Fuller
Mayor

July 30, 2018

To: Mayor Ruthanne Fuller
Maureen Lemieux, Chief Financial Officer

From: Jim McGonagle, Commissioner of Public Works

Subject: Docket Request for the authorization to acquire funding for the construction of Project Number 6 under the City's Sewer System Capital Improvement Plan.

I respectfully request a docket item be submitted for the authorization to fund \$2,200,000 for the construction of the City's Sewer System Inflow and Infiltration Capital Improvement Program Project Number 6, located in the areas of Newton Centre, Newtonville, Nonantum and Chestnut Hill. The estimated cost for the construction of Project 6 is \$4,300,000 of which \$2,100,000 will be used from existing funding in accounts 37A401G4-586010 and 37B401N7-586010.

The scope of work under this project includes 24 excavations to repair the sewer main, installation of three (3) manholes, 42,912 linear feet of cured in place lining, cementitious lining of 367 manholes and sealing of 62 underdrain access ports. This work is consistent with prior work completed for Projects 1 through 5 and has reduced our wastewater flow into the MWRA collection system therefore reducing the city's annual assessment.

Please let me know if you have questions or require additional information.



Jim McGonagle
Commissioner of Public Works

Cc: Amy Hamel, DPW Chief of Staff
Louis M. Taverna, City Engineer
Jack Cowell DPW Business Manager
Theodore J. Jerdee, Utilities Director
Michael Ovaska, Utilities Superintendent

Attachments: Sewer System CIP Progress Map

SEWER SYSTEM CAPITAL IMPROVEMENT PLAN PROGRESS MAP 2/1/2018

CITY OF NEWTON,
MASSACHUSETTS



LEGEND

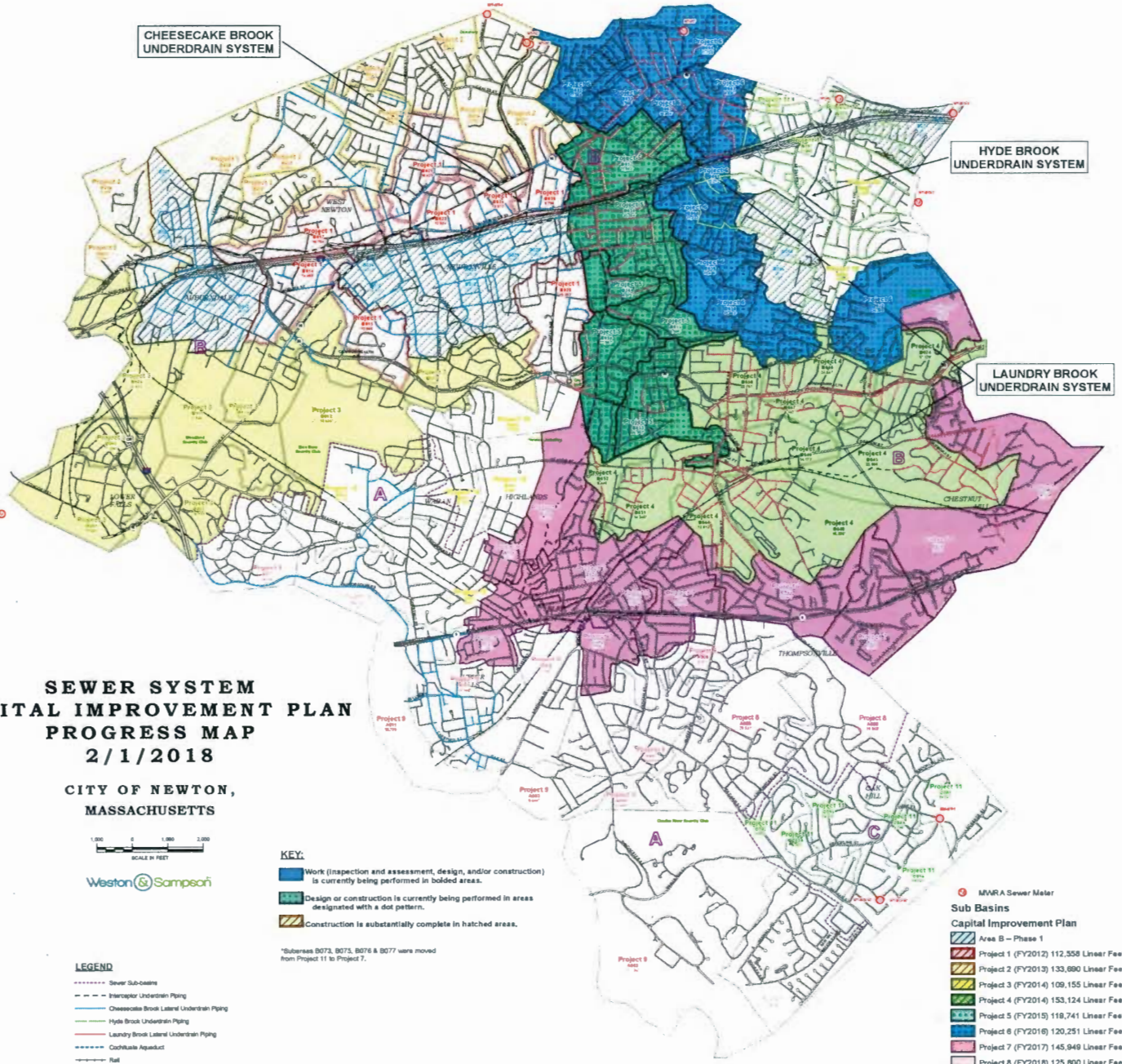
- Sewer Sub-basins
- Interceptor Underdrain Piping
- CheeseCake Brook Lateral Underdrain Piping
- Hyde Brook Underdrain Piping
- Laundry Brook Lateral Underdrain Piping
- Cochituate Aqueduct
- Rail

KEY:

- Work (inspection and assessment, design, and/or construction) is currently being performed in bolder areas.
- Design or construction is currently being performed in areas designated with a dot pattern.
- Construction is substantially complete in hatched areas.

*Subbasins B073, B075, B076 & B077 were moved from Project 11 to Project 7.

- MWR A Sewer Meter
- Sub Basins**
- Capital Improvement Plan**
- Area B - Phase 1
- Project 1 (FY2012) 112,358 Linear Feet
- Project 2 (FY2013) 133,680 Linear Feet
- Project 3 (FY2014) 109,155 Linear Feet
- Project 4 (FY2014) 153,124 Linear Feet
- Project 5 (FY2015) 118,741 Linear Feet
- Project 6 (FY2016) 120,251 Linear Feet
- Project 7 (FY2017) 145,949 Linear Feet
- Project 8 (FY2018) 125,800 Linear Feet
- Project 9 (FY2018) 127,261 Linear Feet
- Project 10 (FY2020) 121,682 Linear Feet
- Project 11 (FY2021) 106,380 Linear Feet





RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

474-18
Telephone
(617) 796-1100
Telefax
(617) 796-1113
TDD
(617) 796-1089
E-mail
rfuller@newtonma.gov

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to authorize the appropriation of \$250,640 and authorize a general obligation borrowing of an equal amount for the purpose of funding the purchase of a new front end loader for the Public Works Department - Highway Division.

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller
Mayor

RECEIVED
Newton City Clerk
2010 AUG 27 AM 9:29
August 27, 2010
David A. Olson, CMC
Newton, MA 02459



MUNICIPAL AND CONTRACTOR'S EQUIPMENT

22 North Maple Street
Woburn, MA 01801

Tel (781) 935-3377
Fax (781) 935-1563

PROPOSAL

August 2, 2018

City of Newton
Department of Public Works
110 Crafts St
Newton, MA 02459

ATT: Ron Mahan Fleet Supervisor

Woodco Machinery is pleased to offer the following proposal through the NJPA national loader contract for your consideration.

1 New Volvo L110H 4.00yd front end loader with Volvo tier 4 final 6 cylinder 258 net low emission engine, quick hydraulic coupler, 3rd hydraulic function, joystick control, 100% differential lock, heated operators seat, ac/heater/defroster, am/fm/cd radio, engine block heater, rotating beacon, left hand armrest, extra work lights front and rear, tires **Snow Plus** 23.5 x 25, operation weight 41,300.00 with all standard equipment.

ADDITIONAL EQUIPMENT INCLUDED

Auto Lube

Loadright Scale with Printer

Graphics and GPS system

Larue Snow Blower Wiring and Brackets installed

Service, Parts and operators Manual

First 500hr Service Included

CARETRACK 6 years of Telematics Included

WARRANTY 12 Months Full Machine Warranty

SELLING PRICE \$258,140.00

TRADE OPTION

1993 Bombardier, 1993 Bombardier, 1989 LeRoy compressor, 1994 Utility Trailer, 1991 Sullivan Compressor, 1994 Sullivan Compressor, 1991 Sullivan Compressor, 1994 Bobcat Skid Steer with grader Attachment, 1992 Bobcat Skid Steer, 1991 Diesel Storage Trailer, 1998 Volvo L120C Loader and D152 Trenching Bucket all as is.

TRADE ALLOWANCE \$7,500.00

TOTAL SELLING PRICE \$250,640.00

Woodco Machinery Inc. is looking forward to providing the City of Newton with Volvo premium products and first class service. Please do not hesitate to contact me if you any question or need further information.

Best Regards,
Stephen Russell
Sales Representative



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

475-18
Telephone
(617) 796-1100
Telefax
(617) 796-1113
TDD
(617) 796-1089
E-mail
rfuller@newtonma.gov

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to authorize the appropriation and expenditure of \$203,975 from Municipal Federal Grant Fund 18, authorize the appropriation of \$300,000 and authorize a general obligation borrowing of an equal amount for the purpose of funding the Hammond Brook Culvert Replacement Project.

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller
Mayor

August 27, 2018

RECEIVED
Newton City Clerk
2018 AUG 27 AM 9:29
David A. Oison, CMC
Newton, MA 02459

WSE Job No. 2140461
 1/12/2018
 ENGINEER'S COST ESTIMATE

DONE BY: Patrick Terrien
 CHECKED BY David Elmer

**CITY OF NEWTON, MASSACHUSETTS
 HAMMOND BROOK CULVERT REPAIRS**

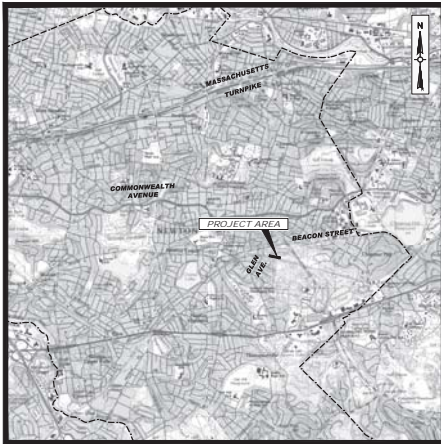
ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL AMOUNT
1			Fence Demolition		
1a	600	l.f.	Remove and dispose of fences, per linear foot	\$10.00	\$6,000.00
				SUBTOTAL	\$6,000.00
2			Site Access and Clearing and Removing Trees		
2a	1	l.s.	Provide site access and clear and remove trees, lump sum	\$50,000.00	\$50,000.00
				SUBTOTAL	\$50,000.00
3			Gravity Drain Replacement		
3a	128	l.f.	24-inch RC gravity drain, per linear foot	\$500.00	\$64,000.00
				SUBTOTAL	\$64,000.00
4			Inlet and Outlet Structures		
4a	1	l.s.	Inlet structure, lump sum	\$40,000.00	\$40,000.00
4b	1	l.s.	Outlet structure, lump sum	\$40,000.00	\$40,000.00
				SUBTOTAL	\$80,000.00

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL AMOUNT
5			Inlet Channel Reconfiguration		
5a	1	l.s.	Reconfigure inlet channel; STA 3+05 to 3+49, lump sum	\$25,000.00	\$25,000.00
				SUBTOTAL	\$25,000.00
6			Rock Excavation and Disposal		
6a	50	c.y.**	Rock excavation and disposal, per cubic yard (minimum)	\$60.00	\$3,000.00
6b	50	c.y.**	Rock excavation and disposal, per cubic yard (additional)	\$10.00	\$500.00
				SUBTOTAL	\$3,500.00
7			Additional Earthwork		
7a	100	c.y	Earth excavation and backfill below normal grade, per cubic yard	\$25.00	\$2,500.00
7b	250	c.y	Earth excavation and backfill above normal grade, per cubic yard	\$25.00	\$6,250.00
7c	100	c.y.	Test pits, per cubic yard	\$50.00	\$5,000.00
7d	100	c.y.	Additional crushed stone, per cubic yard	\$25.00	\$2,500.00
7e	100	c.y.	Additional gravel, per cubic yard	\$25.00	\$2,500.00
7f	100	c.y.	Additional concrete encasement, per cubic yard	\$25.00	\$2,500.00
				SUBTOTAL	\$21,250.00

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL AMOUNT
8			Structural Cured-in-Place Pipe		
8a	185	l.f.	Structural cured-in-place pipe for 24-inch drain, per linear foot	\$150.00	\$27,750.00
				SUBTOTAL	\$27,750.00
9			Cleaning and Inspection of Pipelines		
9a	2096	l.f.	Cleaning and inspection of 18-inch sewers and 24-inch drains, per linear foot	\$4.50	\$9,432.00
				SUBTOTAL	\$9,432.00
10			Pavement Replacement		
10a	90	s.y.	Permanent driveway binder course pavement (2-inches thick), per square yard	\$75.00	\$6,750.00
10b	90	s.y.	Permanent driveway top course pavement (2-inches thick), per square yard	\$75.00	\$6,750.00
				SUBTOTAL	\$13,500.00
11			Surface Restoration		
11a	190	s.y.	Loaming and seeding, per square yard	\$12.00	\$2,280.00
11b	450	s.y.	Surface restoration - riparian seed mix, per square yard	\$12.00	\$5,400.00
11c	2050	s.y.	Surface restoration - conservation/wildlife seed mix, per square yard	\$12.00	\$24,600.00
11d	300	s.y.	Slope stabilization matting, per square yard	\$2.00	\$600.00
11e	80	l.f.	Willow staked coir logs	\$40.00	\$3,200.00
				SUBTOTAL	\$36,080.00

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL AMOUNT
12			Tree and Shrub Planting		
12a	13	each	Red Maple (<i>Acer rubrum</i>), per each	\$500.00	\$6,500.00
12b	20	each	Serviceberry (<i>Amelanchier canadensis</i>), per each	\$575.00	\$11,500.00
12c	16	each	White Spruce (<i>Picea glauca</i>), per each	\$775.00	\$12,400.00
12d	6	each	Eastern White Pine (<i>Pinus strobus</i>), per each	\$500.00	\$3,000.00
12e	26	each	Swamp White Oak (<i>Quercus bicolor</i>), per each	\$525.00	\$13,650.00
12f	14	each	Sweet Pepperbush (<i>Clethra alnifolia</i>), per each	\$75.00	\$1,050.00
12g	21	each	Mountain Laurel (<i>Kalmia latifolia</i>), per each	\$175.00	\$3,675.00
12h	13	each	Doublefile Viburnum (<i>Viburnum p. tomentosum</i>), per each	\$80.00	\$1,040.00
				SUBTOTAL	\$52,815.00
13			Tree Protection Fencing		
13a	320	l.f.	Tree protection fencing, per linear foot	\$2.00	\$640.00
				SUBTOTAL	\$640.00
14			Mobilization		
14a	1	l.s.	Mobilization, lump sum (not more than 5% of Items 1 to 13)		\$19,498.35
				SUBTOTAL	\$19,498.35

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL AMOUNT
15			Allowances for Services of Uniformed Officers		
15a	40	hours	Uniformed officers for traffic control, per hour	\$49.50	\$1,980.00
15b	5	hours	Uniformed officers for traffic control, overtime, per hour	\$66.00	\$330.00
				SUBTOTAL	\$2,310.00
				CONTINGENCY: 5%	\$20,588.77
				TOTAL	\$432,364.12



LOCUS MAP
SCALE: 1"=2400'

CITY OF NEWTON, MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS
1000 COMMONWEALTH AVENUE,
NEWTON CENTRE, MASSACHUSETTS 02459

HAMMOND BROOK CULVERT REPLACEMENT

DEP FILE NUMBER 239-751

RUTHANNE FULLER, MAYOR
JAMES MCGONAGLE, COMMISSIONER OF PUBLIC WORKS

DRAWING INDEX

<u>SHEET</u>	<u>TITLE</u>
G-1	LEGEND, NOTES AND ABBREVIATIONS
C-1	SITE ACCESS, CLEARING AND EROSION CONTROL
C-2	SITE ACCESS, CLEARING AND EROSION CONTROL
C-3	CONSTRUCTION PLAN
C-4	CONSTRUCTION PLAN
C-5	RESTORATION PLAN
C-6	RESTORATION PLAN
C-7	CONSTRUCTION ZONE SAFETY PLAN
D-1	DETAILS
D-2	DETAILS
D-3	LANDSCAPING DETAILS
S-1	INLET AND OUTLET PLANS, SECTIONS AND DETAILS

FEBRUARY 2018



Weston & Sampson Engineers, Inc.
Five Centennial Drive, Peabody, MA 01960

NO.	DATE	BY	CHKD BY	DESCRIPTION

REQUESTED PROJECT SPECIAL ENGINEER

DATE	BY	CHKD BY	DESCRIPTION

LEGEND, NOTES AND ABBREVIATIONS

CITY OF WESTON, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS
HAWKINS BROOK COLLECTOR REPAIR/REPLACEMENT

LEGEND

DESCRIPTION	EXISTING	PROPOSED
SANITARY SEWER	---	---
FORCE MAIN	---	---
WATER MAIN	---	---
TEMPORARY WATER	---	---
STORM DRAIN	---	---
GAS	---	---
ELECTRIC	---	---
TELEPHONE	---	---
HOUSE CONNECTION	---	---
GRINDER PUMP	⊙	⊙
SANITARY SEWER MANHOLE	⊙	⊙
STORM DRAIN MANHOLE	⊙	⊙
ELECTRICAL MANHOLE	⊙	⊙
TELEPHONE MANHOLE	⊙	⊙
AIR RELEASE VALVE MANHOLE	⊙	⊙
FORCE MAIN CLEANOUT MANHOLE	⊙	⊙
CATCH BASIN	⊙	⊙
CATCH BASIN (CURB INLET)	⊙	⊙
HYDRANT	⊙	⊙
TEMPORARY HYDRANT	⊙	⊙
GATE VALVE	⊙	⊙
CHECK VALVE	⊙	⊙
CURB STOP	⊙	⊙
BUTTERFLY VALVE	⊙	⊙
BALL VALVE	⊙	⊙
REDUCER	⊙	⊙
CAP OR PLUG	⊙	⊙
GAS GATE VALVE	⊙	⊙
UTILITY POLE	⊙	⊙
GUY POLE	⊙	⊙
LIGHT POST	⊙	⊙
EDGE OF PAVEMENT	---	---
EDGE OF UNPAVED ROAD	---	---
CURB	---	---
SIDEWALK	---	---
RAILROAD	---	---
STONE WALL	---	---
RETAINING WALL	---	---
FENCE	---	---
INDIVIDUAL DECIDUOUS TREE	⊙	⊙
INDIVIDUAL EVERGREEN TREE	⊙	⊙
TREE LINE	---	---
SURVEY MARKER	⊙	⊙
PROPERTY LINE	---	---
EASEMENT LINE	---	---
LMIT OF WORK	---	---
SPOT ELEVATIONS	⊙	⊙
CONTOUR LINES	---	---
DEPRESSION CONTOUR LINES	---	---
HOUSE NUMBER	---	---
FLOOR ELEVATION	---	---
SILL ELEVATION	---	---
MELAND	---	---
STATE HIGHWAY STATION	---	---
SON	---	---
BENCH MARK	⊙	⊙
TEST PIT	⊙	⊙
SONG	---	---
STRAW WATTLE	---	---
ROCK OUTCROP	---	---
DRAINAGE DITCH / SWALE	---	---

NOTE: ITEMS SHOWN IN THE LEGEND MAY NOT BE PRESENT IN THESE PLANS

ABBREVIATIONS

AC	ASBESTOS CEMENT PIPE
ACCOMP	ASPHALT COATED CORRUGATED METAL PIPE
ARV	AIR RELEASE VALVE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
BT	BITUMINOUS CONCRETE
BDD	BUILDING
BM	BENCH MARK
BL	BLOW OFF
BS	BARE STEEL
BY	BUTTERFLY VALVE
CA TV	CABLE TELEVISION
CB	CATCH BASIN
CI	CONCRETE CURB
CP	CAST IRON
CL	CURB-IN-PLACE-PIPE
C	CENTERLINE
CL	CEMENT LINED
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CU FT	CUBIC FEET
CT	CUBIC YARD
D	STORM DRAIN, DEPTH FROM RIM TO INVERT
DI	DROP INLET, DUCTILE IRON
DIA	DIAMETER
DWH	DRAIN MANHOLE
DWG	DRAWING
E	EAST, ELECTRIC
EA	EACH
EF	EACH FACE
ELEV	ELEVATION
EOP	EDGE OF PAVEMENT
EW	EDGE WAY
EXIST	EXISTING
FLD	FEET, FOOT
FT	FEET, FOOT
G	NATURAL GAS
GALV	GALVANIZED
GR	GRANITE
GC	GRANITE CURB
HC	HOUSE CONNECTION
HORIZ	HORIZONTAL
HP	HIGH PRESSURE
HYD	FIRE HYDRANT
INVERT	INVERT
INV	INSIDE DIAMETER
ID	IRON PIPE
IP	IRON PIPE
LB	POUND
LF	LINEAR FEET
LS	LUMP SUM
MAX	MAXIMUM
MB	MAIL BOX
MDPW	MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS
MECH	MECHANICAL
MH	MANHOLE
MASHDOT	MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
MWRA	MASSACHUSETTS WATER RESOURCES AUTHORITY
N	NORTH
NE	NORTH EAST
NW	NORTH WEST
NP	NOT FOUND
NO OR #	NUMBER
OD	OUTSIDE DIAMETER
PCCP	PRESTRESSED CONCRETE CYLINDER PIPE
PE	PLAIN END, POLYETHYLENE
E	PROPERTY LINE
PL	PLASTIC
PVC	POLYVINYL CHLORIDE
PWMT	PAVEMENT
RCF	REINFORCED CONCRETE PIPE
ROW	RIGHT-OF-WAY
ROD	ROCK QUALITY
S	SEWER, SOUTH
SE	SOUTH EAST
SECT	SECTION
SF	SQUARE FEET
SHT	SHEET
SPEC	SPECIFICATIONS
SP	SQUARE FEET
SS	SEWER SERVICE, STAINLESS STEEL
STA	STATION
STL	SIDEWALK, SOUTH WEST
SW	STANDARD, SOUTH WEST
T	HYDROSTATIC THRUST, TELEPHONE
TEMP	TEMPORARY BENCH MARK
THK	THICK (NESS)
TYP	TYPICAL
UP	UTILITY POLE
VERT	VERTICAL
W	WATER, WEST
W/O	WITHOUT

CONSTRUCTION NOTES:

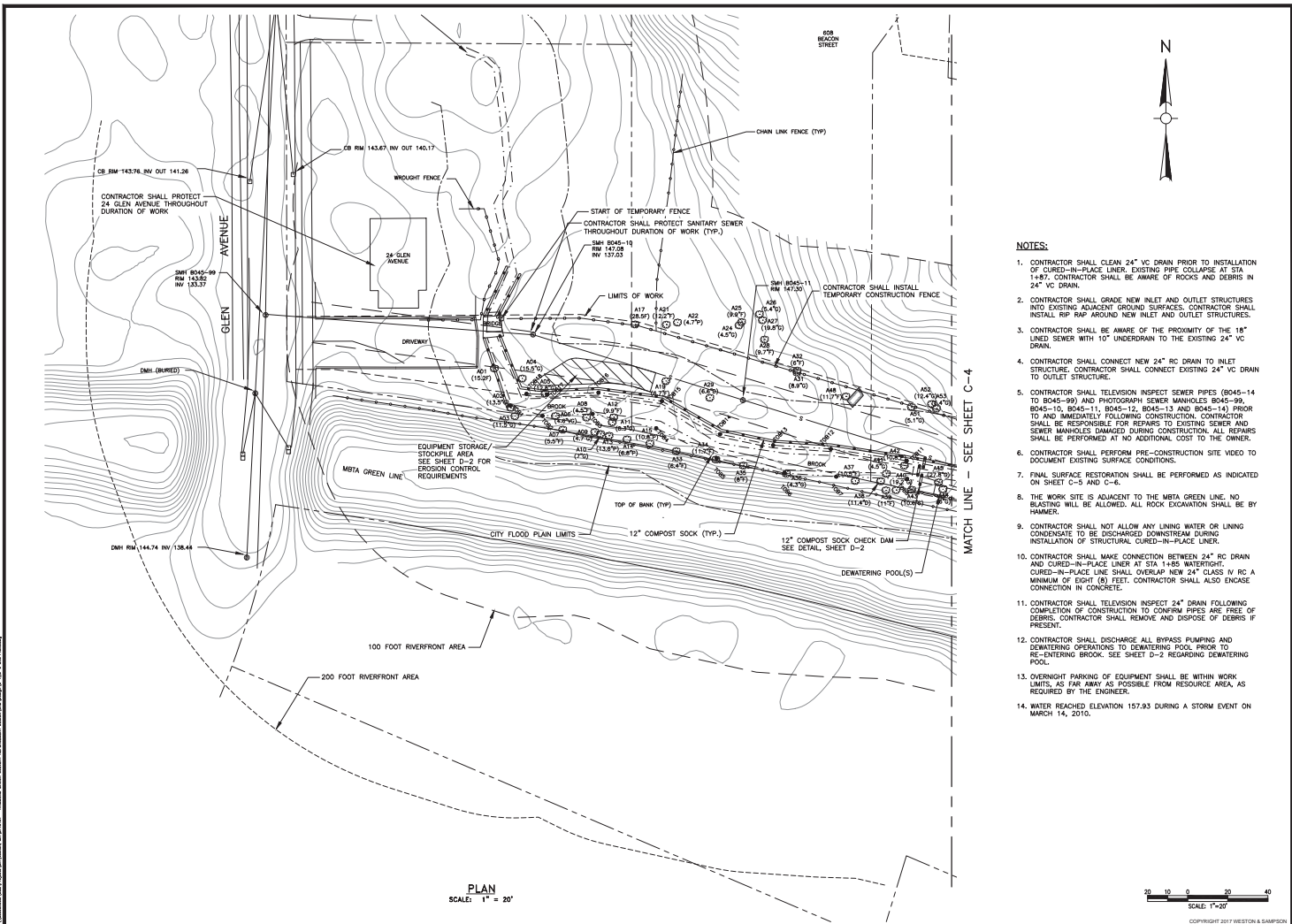
- CONTRACTOR SHALL CALL DIGSAFE AT 1-888-344-7233 AT LEAST 72 HOURS, SATURDAYS, SUNDAYS, AND HOLIDAYS EXCLUDED, PRIOR TO EXCAVATING AT ANY LOCATION. A COPY OF THE DIGSAFE PROJECT REFERENCE NUMBER(S) SHALL BE GIVEN TO THE OWNER PRIOR TO EXCAVATION.
- LOCATIONS OF EXISTING PIPES, CONDUITS, UTILITIES, FOUNDATIONS AND OTHER UNDERGROUND OBJECTS ARE NOT WARRANTED TO BE CORRECT AND THE CONTRACTOR SHALL HAVE NO CLAIM ON THAT ACCOUNT SHOULD THEY BE OTHER THAN SHOWN.
- TEST PITS TO LOCATE EXISTING UTILITIES MAY BE ORDERED BY THE ENGINEER.
- STONE WALLS, FENCES, MAIL BOXES, SIGNS, CURBS, LIGHT POLES, ETC. SHALL BE REMOVED AND REPLACED AS NECESSARY TO PERFORM THE WORK. UNLESS OTHERWISE INDICATED, ALL SUCH WORK SHALL BE INCIDENTAL TO CONSTRUCTION OF THE PROJECT.
- ALL PAVEMENT DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED IN ACCORDANCE WITH THE SPECIFICATIONS AND AS SHOWN ON THE DRAWINGS.
- ALL AREAS DISTURBED BY THE CONTRACTOR BEYOND PAYMENT LIMITS SHALL BE RESTORED AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL NOT STORE ANY APPARATUS, MATERIALS, SUPPLIES, OR EQUIPMENT ON DRAINAGE STRUCTURES OR WITHIN 100 FEET OF BELONGS.
- TRENCHES MAY BE EXCAVATED WIDER THAN THE LIMIT OF EXCAVATION AND PAYMENT FOR EARTH EXCAVATION ABOVE THE LINE OF NARROW TRENCH LIMIT. ANY SUCH ADDITIONAL EXCAVATION SHALL BE AT THE CONTRACTOR'S EXPENSE AND SHALL NOT BE MEASURED FOR PAYMENT.
- BELOW THE LINE OF NARROW TRENCH LIMIT THE TRENCH SHOULD NOT BE EXCAVATED BEYOND THE TRENCH WIDTH "W". IF MATERIAL IS LOOSENEED OR REMOVED BEYOND THE ABOVE MENTIONED LIMITS, THE CONTRACTOR WILL BE REQUIRED TO PROVIDE CRUSHED STONE FOR THE FULL WIDTH OF THE TRENCH AT NO ADDITIONAL COST TO THE OWNER.
- SHEETING TO BE LEFT IN PLACE SHALL BE USED WHERE SHOWN ON THE DRAWINGS OR WHERE REQUIRED BY THE ENGINEER. IT SHALL BE LEFT IN PLACE BELOW A LINE 12 INCHES ABOVE THE TOP OF THE PIPE UNLESS OTHERWISE REQUIRED BY THE ENGINEER.
- CALCULATION OF PIPE SLOPES IS BASED ON ELEVATION CHANGES DIVIDED BY THE DISTANCE BETWEEN THE OUTSIDE EDGES OF THE MANHOLE WALLS FOR FOUR FOOT DIAMETER MANHOLES. THIS DISTANCE WAS CALCULATED AS THE CENTERLINE STATIONING MINUS FIVE FEET. "N" INDICATES UPSTREAM END OF MANHOLE, "OUT" INDICATES DOWNSTREAM END OF MANHOLE.
- CONTRACTOR SHALL MAINTAIN LOCAL TRAFFIC TO ALL STREETS THROUGHOUT THE DURATION OF THE PROJECT.
- CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF MASSACHUSETTS GENERAL LAW CHAPTER 82A, TRENCH EXCAVATION AND SAFETY REQUIREMENTS TO PREVENT THE GENERAL PUBLIC FROM UNAUTHORIZED ACCESS TO UNATTENDED TRENCHES.
- THE WORK SITE IS ADJACENT TO THE METRA GREEN LINE. NO BLASTING WILL BE ALLOWED. ALL ROCK EXCAVATION SHALL BE BY HAMMER.
- CONSERVATION COMMISSION ORDER OF CONDITIONS ARE INCLUDED IN ATTACHMENT A OF SPECIFICATION SECTION 00890, PERMITS.
- CONTRACTOR SHALL COORDINATE A PRE-CONSTRUCTION SITE VISIT WITH THE CONSERVATION AGENT TO CONFIRM SEDIMENT CONTROL, TREE PROTECTION, AND LIMITS OF WORK.
- CONTRACTOR SHALL SUBMIT THE FOLLOWING ITEMS TO THE CONSERVATION AGENT AND ENGINEER PRIOR TO THE START OF WORK, FOR REVIEW AND APPROVAL:
 - CONSTRUCTION LOGISTICS AND OPERATIONS PLAN
 - DEWATERING CONTINGENCY PLAN
 - STORMING AND STAGING AREA DETAILS
 - CONCRETE WASHOUT AND OPERATION AND MAINTENANCE PLAN
- CONTRACTOR SHALL PERFORM TREE CUTTING NO EARLIER THAN OCTOBER 1ST OR AT A DATE DETERMINED BY FEMA, NECESSARY TO PROTECT THE ENDANGERED BATS, WHICH IS LATER. CONTRACTOR SHALL PERFORM IN-STREAM WORK BETWEEN AUGUST 15TH AND DECEMBER 31ST AS PER CONSERVATION COMMISSION ORDER OF CONDITIONS. THE CITY PLANS TO ISSUE A NOTICE TO PROCEED ON OR AROUND SEPTEMBER 1, 2018.
- CONTRACTOR SHALL IMPLEMENT APPROPRIATE CONTROLS FOR TREE TRACKING, LITTER MANAGEMENT, AND VEHICLE FUELING.
- CONTRACTOR SHALL HAVE A SPILL KIT ON SITE AND SHALL ADDRESS AND RECTIFY OIL AND HYDRAULIC LEAKS AS SOON AS THEY ARE NOTICED.

NO.	DATE	BY	CHK'D	DESCRIPTION

REQUESTED THROUGH SIGNAL ENGINEER DATE

DATE	BY	CHK'D	DESCRIPTION

CITY OF NEWTON, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS
HARRISON BROOK COLLECTOR REPLACEMENT
CONSTRUCTION PLAN
DATE: 2/14/2018
SCALE: 1"=20'



- NOTES:**
1. CONTRACTOR SHALL CLEAN 24" VC DRAIN PRIOR TO INSTALLATION OF CURED-IN-PLACE LINER. EXISTING PIPE COLLAPSE AT STA 1+87. CONTRACTOR SHALL BE AWARE OF ROCKS AND DEBRIS IN 24" VC DRAIN.
 2. CONTRACTOR SHALL GRADE NEW INLET AND OUTLET STRUCTURES INTO EXISTING ADJACENT GROUND SURFACES. CONTRACTOR SHALL INSTALL RIP RAP AROUND NEW INLET AND OUTLET STRUCTURES.
 3. CONTRACTOR SHALL BE AWARE OF THE PROXIMITY OF THE 18" LINED SEWER WITH 10" UNDERDRAIN TO THE EXISTING 24" VC DRAIN.
 4. CONTRACTOR SHALL CONNECT NEW 24" RC DRAIN TO INLET STRUCTURES. CONTRACTOR SHALL CONNECT EXISTING 24" VC DRAIN TO OUTLET STRUCTURE.
 5. CONTRACTOR SHALL TELEVISION INSPECT SEWER PIPES (8045-14 TO 8045-99) AND PHOTOGRAPH SEWER MANHOLES 8045-99, 8045-10, 8045-11, 8045-12, 8045-13 AND 8045-14) PRIOR TO AND IMMEDIATELY FOLLOWING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRS TO EXISTING SEWER AND SEWER MANHOLES DAMAGED DURING CONSTRUCTION. ALL REPAIRS SHALL BE PERFORMED AT NO ADDITIONAL COST TO THE OWNER.
 6. CONTRACTOR SHALL PERFORM PRE-CONSTRUCTION SITE VIDEO TO DOCUMENT EXISTING SURFACE CONDITIONS.
 7. FINAL SURFACE RESTORATION SHALL BE PERFORMED AS INDICATED ON SHEET C-5 AND C-6.
 8. THE WORK SITE IS ADJACENT TO THE METRA GREEN LINE. NO BLASTING WILL BE ALLOWED. ALL ROCK EXCAVATION SHALL BE BY HAMMER.
 9. CONTRACTOR SHALL NOT ALLOW ANY LINING WATER OR LINING CONDENSATE TO BE DISCHARGED DOWNSTREAM DURING INSTALLATION OF STRUCTURAL CURED-IN-PLACE LINER.
 10. CONTRACTOR SHALL MAKE CONNECTION BETWEEN 24" RC DRAIN AND CURED-IN-PLACE LINER AT STA 1+85. WATERPROOF, CURED-IN-PLACE LINER SHALL OVERLAP NEW 24" CLASS IV RC A MINIMUM OF EIGHT (8) FEET. CONTRACTOR SHALL ALSO ENCASE CONNECTION IN CONCRETE.
 11. CONTRACTOR SHALL TELEVISION INSPECT 24" DRAIN FOLLOWING COMPLETION OF CONSTRUCTION TO CONFIRM PIPES ARE FREE OF DEBRIS. CONTRACTOR SHALL REMOVE AND DISPOSE OF DEBRIS IF PRESENT.
 12. CONTRACTOR SHALL DISCHARGE ALL BYPASS PUMPING AND Dewatering OPERATIONS TO Dewatering POOL PRIOR TO RE-ENTERING BROOK. SEE SHEET D-2 REGARDING Dewatering POOL.
 13. OVERNIGHT PARKING OF EQUIPMENT SHALL BE WITHIN WORK LIMITS, AS FAR AWAY AS POSSIBLE FROM RESOURCE AREA, AS REQUIRED BY THE ENGINEER.
 14. WATER REACHED ELEVATION 157.93 DURING A STORM EVENT ON MARCH 14, 2010.

PLAN
SCALE: 1" = 20'

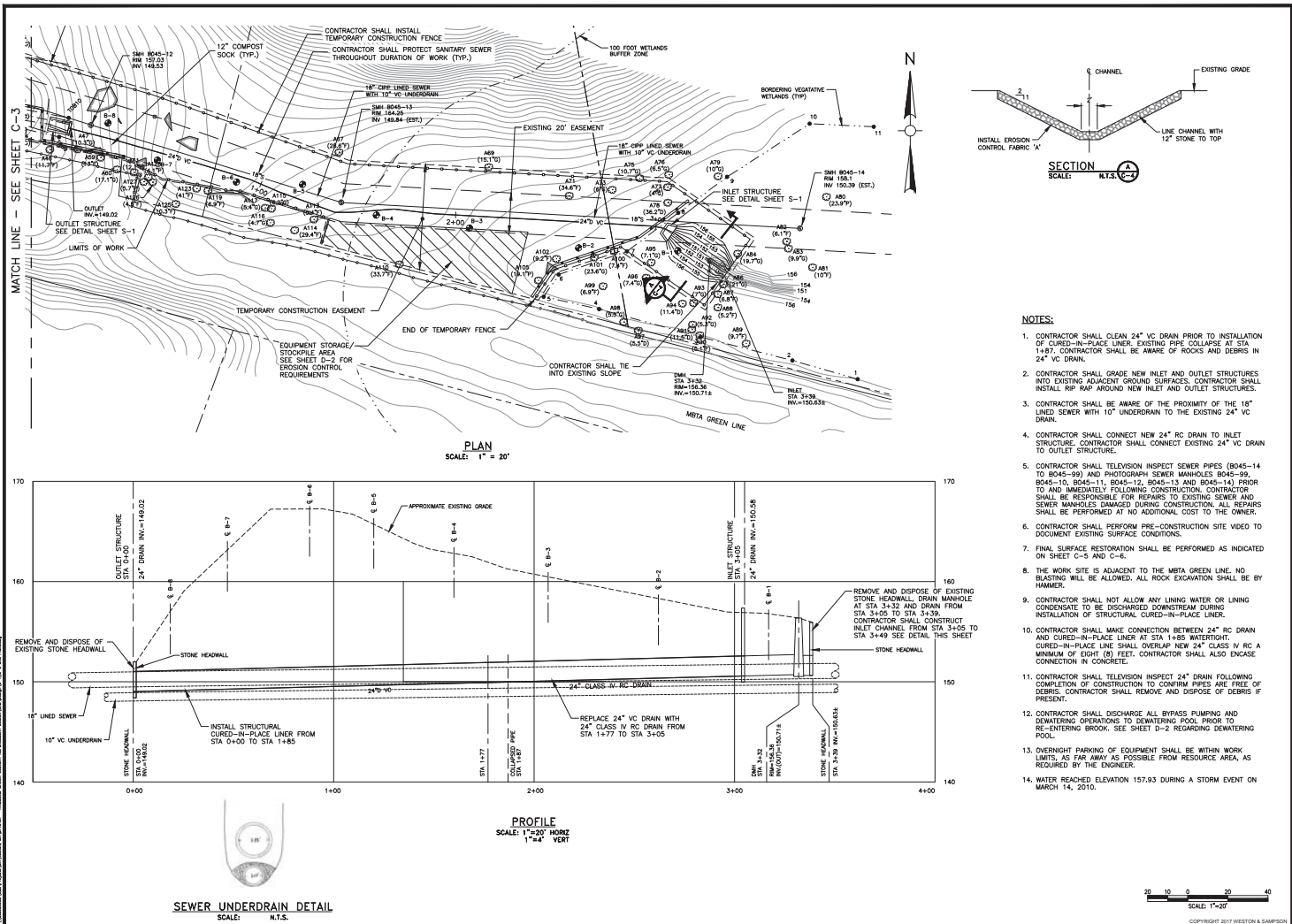




DATE	
DESCRIPTION	
DESIGNED BY	
CHECKED BY	
IN CHARGE	
REGISTERED PROFESSIONAL ENGINEER	

CONSTRUCTION PLAN

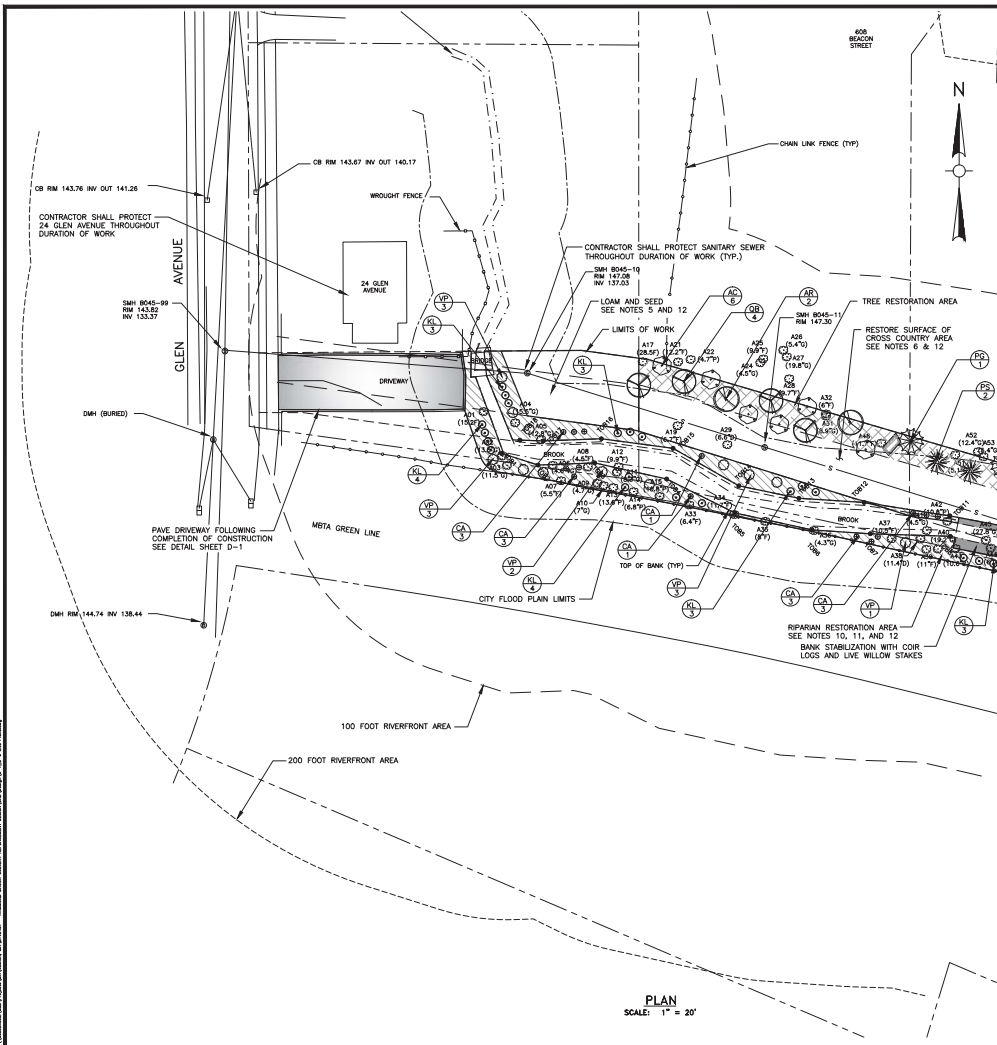
DATE	
DESCRIPTION	
DESIGNED BY	
CHECKED BY	
IN CHARGE	
REGISTERED PROFESSIONAL ENGINEER	



- NOTES:**
- CONTRACTOR SHALL CLEAN 24" VC DRAIN PRIOR TO INSTALLATION OF CURED-IN-PLACE LINER. EXISTING PIPE COLLAPSE AT STA 1+87. CONTRACTOR SHALL BE AWARE OF ROOTS AND DEBRIS IN 24" VC DRAIN.
 - CONTRACTOR SHALL GRADE NEW INLET AND OUTLET STRUCTURES INTO EXISTING ADJACENT GROUND SURFACES. CONTRACTOR SHALL INSTALL RIP RAP AROUND NEW INLET AND OUTLET STRUCTURES.
 - CONTRACTOR SHALL BE AWARE OF THE PROXIMITY OF THE 18" LINED SEWER WITH 10" UNDERDRAN TO THE EXISTING 24" VC DRAIN.
 - CONTRACTOR SHALL CONNECT NEW 24" RC DRAIN TO INLET STRUCTURE. CONTRACTOR SHALL CONNECT EXISTING 24" VC DRAIN TO OUTLET STRUCTURE.
 - CONTRACTOR SHALL TELEVISION INSPECT SEWER PIPES (B045-14 TO B045-99) AND PHOTOGRAPH SEWER MANHOLES B045-39, B045-10, B045-11, B045-12, B045-13 AND B045-14 PRIOR TO AND IMMEDIATELY FOLLOWING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRS TO EXISTING SEWER AND SEWER MANHOLES DAMAGED DURING CONSTRUCTION. ALL REPAIRS SHALL BE PERFORMED AT NO ADDITIONAL COST TO THE OWNER.
 - CONTRACTOR SHALL PERFORM PRE-CONSTRUCTION SITE VIDEO TO DOCUMENT EXISTING SURFACE CONDITIONS.
 - FINAL SURFACE RESTORATION SHALL BE PERFORMED AS INDICATED ON SHEET C-5 AND C-6.
 - THE WORK SITE IS ADJACENT TO THE META GREEN LINE. NO BLASTING WILL BE ALLOWED. ALL ROCK EXCAVATION SHALL BE BY HAMMER.
 - CONTRACTOR SHALL NOT ALLOW ANY LINING WATER OR LINING CONDENSATE TO BE DISCHARGED DOWNSTREAM DURING INSTALLATION OF STRUCTURAL CURED-IN-PLACE LINER.
 - CONTRACTOR SHALL MAKE CONNECTION BETWEEN 24" RC DRAIN AND CURED-IN-PLACE LINER AT STA 1+85 WATER-TIGHT. CURED-IN-PLACE LINE SHALL OVERLAP NEW 24" CLASS IV RC A MINIMUM OF EIGHT (8) FEET. CONTRACTOR SHALL ALSO ENCASE CONNECTION IN CONCRETE.
 - CONTRACTOR SHALL TELEVISION INSPECT 24" DRAIN FOLLOWING COMPLETION OF CONSTRUCTION TO CONFIRM PIPES ARE FREE OF DEBRIS. CONTRACTOR SHALL REMOVE AND DISPOSE OF DEBRIS IF PRESENT.
 - CONTRACTOR SHALL DISCHARGE ALL BYPASS PUMPING AND Dewatering OPERATIONS TO Dewatering POOL PRIOR TO RE-ENTERING BROOK. SEE SHEET D-2 REGARDING Dewatering POOL.
 - OVERNIGHT PARKING OF EQUIPMENT SHALL BE WITHIN WORK LIMITS, AS FAR AWAY AS POSSIBLE FROM RESOURCE AREA, AS REQUIRED BY THE ENGINEER.
 - WATER HEADS ELEVATION 157.93 DURING A STORM EVENT ON MARCH 14, 2010.

SEWER UNDERDRAIN DETAIL
SCALE: N.T.S.

SCALE: 1"=20'



KEY	BOTANIC NAME	COMMON NAME	SIZE	SPACING / REMARKS
TREE RESTORATION AREAS				
TR	FRAXINUS AMERICANA	AMERICAN BIRCH	12"-14" CAL.	15 MIN. OC. / BAW
TR	QUERCUS ALBA	WHITE OAK	12"-14" CAL.	15 MIN. OC. / BAW
TR	QUERCUS PRINCEPI	PRINCIPAL WHITE OAK	12"-14" CAL.	15 MIN. OC. / BAW
TR	QUERCUS BICOLOR	BICOLORED WHITE OAK	12"-14" CAL.	15 MIN. OC. / BAW
RIPARIAN RESTORATION AREAS				
RI	ALNUS INCANA	WHITE ALDER	12"-14" CAL.	CONTAINER
RI	FRAXINUS AMERICANA	AMERICAN BIRCH	12"-14" CAL.	CONTAINER
RI	QUERCUS ALBA	WHITE OAK	12"-14" CAL.	CONTAINER
RI	QUERCUS PRINCEPI	PRINCIPAL WHITE OAK	12"-14" CAL.	CONTAINER
RI	QUERCUS BICOLOR	BICOLORED WHITE OAK	12"-14" CAL.	CONTAINER

- NOTES:**
- CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL 12" COMPACT SOCKS, SOAKING POOLS, AND SILT FENCE AS REQUIRED BY THE CONSERVATION AGENT.
 - CONTRACTOR SHALL REMOVE AND DISPOSE OF TEMPORARY CONSTRUCTION FENCE.
 - CONTRACTOR SHALL PAVE DRIVEWAY AT 24 GLEN AVENUE.
 - CONTRACTOR SHALL REMOVE AND DISPOSE OF TEMPORARY ACCESS ACROSS BROOK. EXISTING ACCESS ACROSS BROOK SHALL BE RESTORED.
 - CONTRACTOR SHALL LOAM AND SEED YARD AT 24 GLEN AVENUE AS PER SPECIFICATION SECTION 0200. LOAMING AND SEEDING THE TOP 6-INCHES OF EXISTING SOIL AT 24 GLEN AVENUE SHALL BE REMOVED AND DISPOSED OF PRIOR TO INSTALLATION OF 6-INCHES (COMPACT THICKNESS) OF LOAM SO THAT NEW GROUND SURFACE IS SAME ELEVATION OF EXISTING GROUND SURFACE.
 - CONTRACTOR SHALL RESTORE SURFACE OF DISTURBED CROSS COUNTRY AREAS AS PER SPECIFICATION SECTION 0202.1, SURFACE RESTORATION OF CROSS COUNTRY AREAS.
 - CONTRACTOR SHALL PLANT TREES AND SHRUBS OUTSIDE THE EXISTING EASEMENT, AS REQUIRED BY THE ENGINEER, REFER TO PLANTING SCHEDULE, DETAILS, AND LABELING FOR PLANT TYPES, LOCATION AND SPACING. CONTRACTOR SHALL MAINTAIN TREES AND SHRUBS UNTIL COMPLETION OF THE ONE (1) YEAR GUARANTEE PERIOD AS PER SPECIFICATION SECTION 0230. TREES AND SHRUBS MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO, WATERING, PRUNING, SPRAYING, FERTILIZING, CULTIVATING, AND PROTECTING.
 - LANDSCAPING TO BE INSTALLED IN NATURALISTIC LAYOUT. EXACT PLANTING LOCATIONS TO BE DETERMINED IN THE FIELD AND CONFIRMED UPON EXISTING VEGETATION AND SUBSURFACE CONDITIONS.
 - ALL LANDSCAPING SHALL BE LOCATED WITHIN THE DESIGNATED PLANTING AREAS, UNLESS OTHERWISE REQUIRED AND CONFIRMED IN WRITING BY CONSERVATION AGENT OR ENGINEER/LANDSCAPE ARCHITECT.
 - ALL RIPARIAN AREAS TO BE SEEDED AND MULCHED WITH NEW ENGLAND EROSION CONTROL/RESTORATION MIX FOR SEDIMENT BASINS AND MOST SITES BY NEW ENGLAND WETLAND PLANT, INC. OR APPROVED EQUAL.
 - ALL RIPARIAN DISTURBED AREAS SHALL BE COVERED WITH EROSION CONTROL MATTING, UNLESS OTHERWISE REQUIRED BY CONSERVATION AGENT OR ENGINEER/LANDSCAPE ARCHITECT.
 - CONTRACTOR SHALL MAINTAIN SEEDING AREAS UNTIL ACCEPTANCE, AS PER SPECIFICATION SECTION 0202.1, SURFACE RESTORATION OF CROSS COUNTRY AREAS. MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO, WATERING, WEEDING, AND CUTTING.

RESTORATION PLAN

CITY OF NEWTON, MASSACHUSETTS
 DEPARTMENT OF PUBLIC WORKS
 HAZARDOUS WASTE COLLECTION REFINANCING

DATE: _____

DESIGNED BY: _____

DRAWN BY: _____

CHECKED BY: _____

IN CHARGE: _____

APPROVED BY: _____

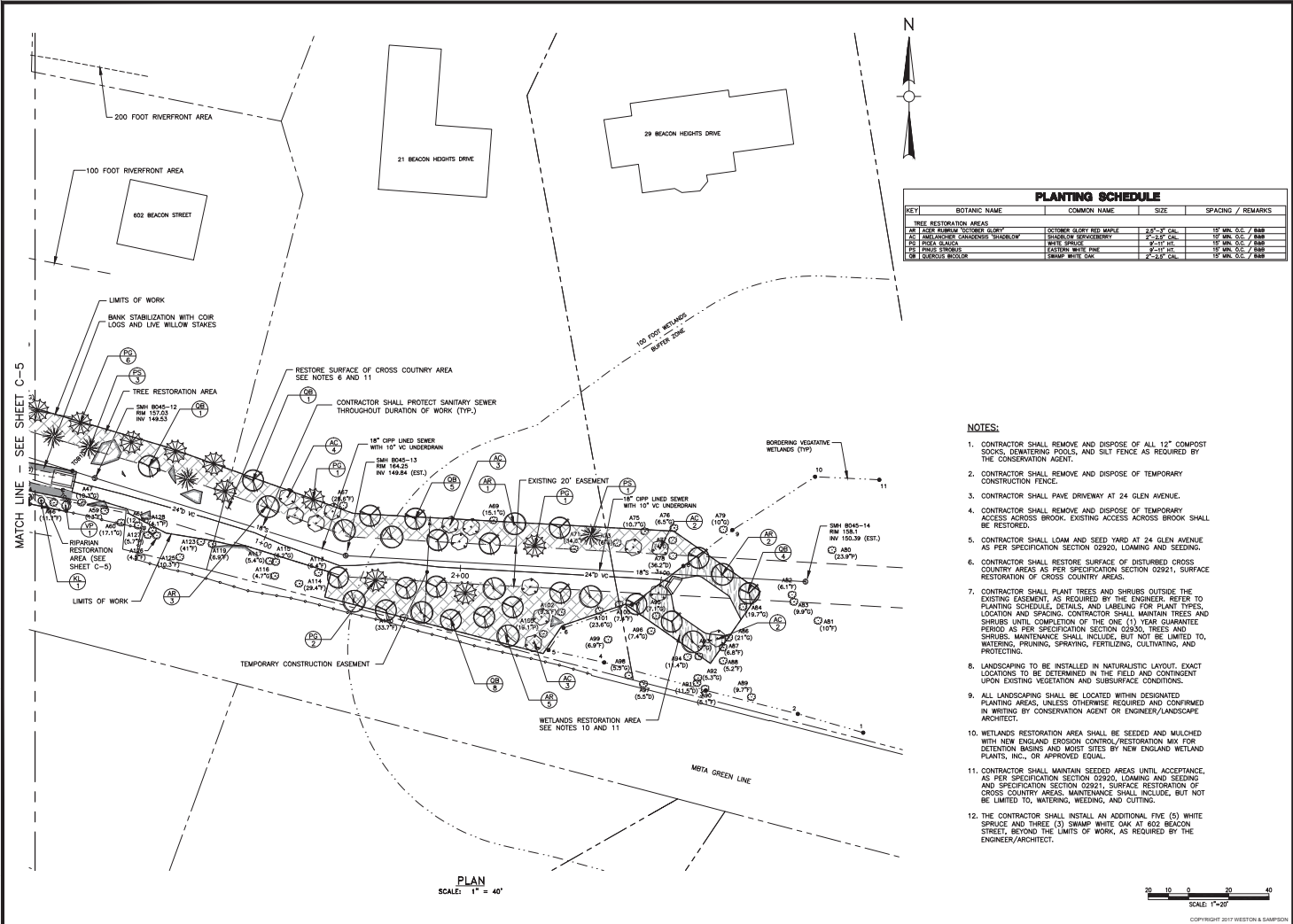
REGISTERED PROFESSIONAL ENGINEER

DATE: _____

SCALE: 1" = 20'

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SHEET 7 OF 13



KEY	BOTANIC NAME	COMMON NAME	SIZE	SPACING / REMARKS
TREE RESTORATION AREAS:				
AR	FRAXINUS OXYCORYMBOSUS	OSTERICH DOORY RED MAPLE	2 1/2" CAL.	15' MIN. O.C. / 8' MIN.
AF	FRAXINUS OXYCORYMBOSUS	SHADBLOW	2 1/2" CAL.	15' MIN. O.C. / 8' MIN.
AD	FRAXINUS OXYCORYMBOSUS	WHITE SPRUCE	2 1/2" CAL.	15' MIN. O.C. / 8' MIN.
AE	FRAXINUS OXYCORYMBOSUS	SWAMP WHITE OAK	2 1/2" CAL.	15' MIN. O.C. / 8' MIN.
AF	QUERCUS BICOLOR	SWAMP WHITE OAK	2 1/2" CAL.	15' MIN. O.C. / 8' MIN.

- NOTES:**
- CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL 12" COMPOST SOCKS, DEWATERING PAILS, AND SALT FENCE AS REQUIRED BY THE CONSERVATION AGENT.
 - CONTRACTOR SHALL REMOVE AND DISPOSE OF TEMPORARY CONSTRUCTION FENCE.
 - CONTRACTOR SHALL PAVE DRIVEWAY AT 24 GLEN AVENUE.
 - CONTRACTOR SHALL REMOVE AND DISPOSE OF TEMPORARY ACCESS ACROSS BROOK. EXISTING ACCESS ACROSS BROOK SHALL BE RESTORED.
 - CONTRACTOR SHALL LOAM AND SEED YARD AT 24 GLEN AVENUE AS PER SPECIFICATION SECTION 02020, LOAMING AND SEEDING.
 - CONTRACTOR SHALL RESTORE SURFACE OF DISTURBED CROSS COUNTRY AREAS AS PER SPECIFICATION SECTION 02921, SURFACE RESTORATION OF CROSS COUNTRY AREAS.
 - CONTRACTOR SHALL PLANT TREES AND SHRUBS OUTSIDE THE EXISTING EASEMENT AS REQUIRED BY THE ENGINEER. REFER TO PLANTING SCHEDULE, DETAILS, AND LABELS FOR PLANT TYPES, LOCATION AND SPACING. CONTRACTOR SHALL MAINTAIN TREES AND SHRUBS UNTIL COMPLETION OF THE ONE (1) YEAR GUARANTEE PERIOD AS PER SPECIFICATION SECTION 02020, TREES AND SHRUBS. MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO, WATERING, PRUNING, SPRAYING, FERTILIZING, CULTIVATING, AND PROTECTING.
 - LANDSCAPING TO BE INSTALLED IN NATURALISTIC LAYOUT. EXACT LOCATIONS TO BE DETERMINED IN THE FIELD AND CONTINGENT UPON EXISTING VEGETATION AND SUBSURFACE CONDITIONS.
 - ALL LANDSCAPING SHALL BE LOCATED WITHIN DESIGNATED PLANTING AREAS, UNLESS OTHERWISE REQUIRED AND CONFIRMED IN WRITING BY CONSERVATION AGENT OR ENGINEER/LANDSCAPE ARCHITECT.
 - WETLANDS RESTORATION AREA SHALL BE SEEDED AND MULCHED WITH NEW ENGLAND EROSION CONTROL/RESTORATION MIX FOR DETENTION BASINS AND MOST SITES BY NEW ENGLAND WETLAND PLANTS, INC., OR APPROVED EQUAL.
 - CONTRACTOR SHALL MAINTAIN SEEDED AREAS UNTIL ACCEPTANCE, AS PER SPECIFICATION SECTION 02020, LOAMING AND SEEDING AND SPECIFICATION SECTION 02921, SURFACE RESTORATION OF CROSS COUNTRY AREAS. MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO, WATERING, WEEDING, AND CUTTING.
 - CONTRACTOR SHALL INSTALL AN ADDITIONAL FIVE (5) WHITE SPRUCE AND THREE (3) SWAMP WHITE OAK AT 602 BEACON STREET BEYOND THE LIMITS OF WORK, AS REQUIRED BY THE ENGINEER/ARCHITECT.

4475-18

Western Contracting
 1000 Main Street, North Andover, MA 01850
 978-832-1900
 www.westerncontracting.com

NO.	DATE	BY	CHK'D	APP'D	REVISED	DESCRIPTION

REQUESTED PROJECT SPECIAL ENGINEER: _____ DATE: _____

RESTORATION PLAN

CITY OF NEWTON, MASSACHUSETTS
 DEPARTMENT OF PUBLIC WORKS
 HARRISON BRICK COLLETT REFINANCERY

SOURCE: MEASUREMENTS
 SCALE: AS NOTED
 DRAWN: 2/14/08
 REVISED: _____
 DATE: _____

SHEET 8 OF 13

