



Finance Committee Agenda



City of Newton In City Council

RECEIVED
By City Clerk at 4:54 pm, Sep 08, 2016

Monday, September 12, 2016

7:00 PM
Room 211

Items Scheduled for Discussion:

- #305-16** **Mayor's reappointment of Michael Caramanica as a Constable**
MICHAEL CARAMANICA, 14 Emerald Street, Newton reappointed as a Constable for the City of Newton for a term of office to expire September 15, 2019. (60 days 11/05/16) [08/04/16 @ 11:34 PM]
- #266-16** **Acceptance of a survey and planning grant for an architectural survey**
HIS HONOR THE MAYOR requesting authorization to accept and expend twelve thousand five hundred dollars (\$12,500) from the Massachusetts Historical Commission's Fiscal year 2016 Survey and Planning Grant Program to support the work of the Newton Architectural Survey 1870 to 1915. [08/01/16 @ 12:50]
- #268-16** **Accept Mass Department of Environmental Protection EVIP Grant**
HIS HONOR THE MAYOR requesting authorization to accept and expend fifteen thousand dollars (\$15,000) from the Massachusetts Department of Environmental Protection's EVIP Fleet Grant to be used towards the purchase of a 2016 Nissan Leaf to the City's electric vehicle fleet and the purchase and installation of a charging station for electric vehicles. [08/01/16 @ 12:49]

Referred to Public Safety & Transportation and Finance Committees

- #272-16** **\$700,000 for replacement of the dispatch consoles at the Police Dispatch Center**
HIS HONOR THE MAYOR requesting authorization to appropriate seven hundred thousand dollars (\$700,000) from bonded indebtedness for the purpose of funding the replacement of the dispatch consoles at the Police Dispatch Center. [08/01/16 @ 4:19 PM]
Public Safety & Transportation Approved 6-0 Subject to Second Call on 09/07/16

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.

- #269-16** **Transfer \$800,000 to fund the recently negotiated Patrolman’s Association contract**
HIS HONOR THE MAYOR requesting authorization to transfer the sum of eight hundred thousand dollars (\$800,000) from Fiscal Year 2017 Wage Reserve to fund the Fiscal Year 2015 and Fiscal year 2016 retroactive payments of the recently negotiated contract with the Newton Patrolman’s Association, as well as Fiscal Year 2017 current year adjustments. [08/01/16 @ 4:19 PM]

Referred to Public Safety & Transportation and Finance Committees

- #307-16** **Request to bond \$650,000 to purchase a new fire pumper truck**
HIS HONOR THE MAYOR requesting authorization to appropriate six hundred fifty thousand dollars (\$650,000) from bonded indebtedness for the purpose of purchasing a new Fire Department Pumper Truck – Engine 3 in accordance with the frontline apparatus replacement schedule. [08/25/16 @ 1:18 PM]
Public Safety & Transportation Approved 5-0 (Ciccione, Lipof not voting) on 09/07/16

Referred to Public Facilities and Finance Committees

- #275-16** **\$4 million MWRA loan to implement lead service line replacement project**
HIS HONOR THE MAYOR requesting authorization to borrow up to four million dollars (\$4,000,000) in interest free loans from the Massachusetts Water Resources Authority (MWRA) for the purpose of implementing a lead service line replacement program. [08/01/16 @ 12:49 PM]
Public Facilities Approved 8-0 on 09/07/16

Referred to Public Facilities and Finance Committees

- #273-16** **\$216,000 to purchase a new street sweeper**
HIS HONOR THE MAYOR requesting authorization to appropriate two hundred sixteen thousand dollars (\$216,000) from bonded indebtedness to fund the purchase of a new 2016 Elgin Pelican NP dual street sweeper. [08/01/16 @ 12:50 PM]
Public Facilities Approved 8-0 on 09/07/16

- #267-16** **Transfer of FY 2017 Homeless Transportation Grant Funds to the School Budget**
HIS HONOR THE MAYOR requesting authorization to appropriate and expend thirty-six thousand seventy-seven thousand dollars (\$36,077) from Fiscal Year 2017 revenue from State Homeless Transportation Grant Funds to reimburse the School Department for the Homeless Student Transportation State Reimbursement grant, which was sent as a general fund unrestricted reimbursement in June 2016 from the state rather than an education grant. [08/01/16 @ 12:50]

Referred to Public Facilities and Finance Committees

- #191-16** **Funding to relocate the Zervas modulars to NSHS and Brown Middle School**
HIS HONOR THE MAYOR requesting authorization to transfer the sum of five hundred thousand dollars (\$500,000) to the Public Buildings Department for the purpose of funding the relocation modular classrooms from the Zervas Elementary School to Newton South High School and Brown Middle School from the following accounts:

<u>Department</u>	<u>Account</u>	<u>Amount</u>
Executive Office	Full-time Salaries	\$40,000
Treasury	Debt Service (010772-582A48)	\$403,784
Treasury	Debt Service (010772-582A49)	\$21,216
Financial Info Systems	Full-time Salaries	\$35,000

Items Not Scheduled for Discussion at this Meeting:

Referred to Programs & Services and Finance Committees

- #306-16** **Request to review and possibly adjust the City Clerk/Clerk of the Council's salary**
COUNCILORS LENNON AND LAPPIN requesting a salary review and possible ordinance amendment to adjust the salary of the City Clerk/Clerk of the City Council pursuant to Article XI of the Rules and Orders of the City Council 2016-2017. 08/24/16 @ 2:41 PM]

Referred to Zoning & Planning and Finance Committees

- #270-16** **Request to Amend Demolition Delay Ordinance**
COUNCILORS HESS-MAHAN, LEARY, SCHWARTZ, AUCHINCLOSS, SANGIOLO, AND BAKER requesting amendments to Chapter 22, Division 2. Demolition Delay, of the Revised Ordinances to increase sanctions for failure to comply with the conditions of a demolition permit and/or demolition of a structure without an appropriate permit. [07/21/16 @11:40 AM]

Referred to Public Facilities and Finance Committees

- #257-16** **Delegation of quinquennial perambulation to the City Engineer and GIS Administrator**
CITY CLERK requesting that the City Council officially delegate the responsibility of Quinquennial Boundary Line Perambulation to the City Engineer and the City GIS Administrator as required by Massachusetts General Law Chapter 42, Section 2, which states that "the boundary markers of every town shall be located, the marks thereon renewed, and the year located marked upon the face thereof which bears the letter of the town locating its boundary, once every five years, by at least two of the selectmen of the town or by two substitutes designated by them in writing." [06/22/16 @ 11:35 AM]

Referred to Zoning & Planning, Programs & Services and Finance Committees

- #256-16** **Request to extend notification area of notice for special permit petitions**

COUNCILORS COTE, NORTON, HARNEY, BLAZER, BROUSAL-GLASER, AND LEARY requesting an amendment to the City Council Rules, Article X; Section 6 – Additional Notification Requirements, to include that the area of notice for special permit petitions be expanded beyond the abutters to abutters within 300’ required by Massachusetts General Law Chapter 40A to also include property owners within 600’ of the subject property. This notification will apply to all classes of building except for residential 1 and 2-family units that will remain 1 or 2-family units after receiving a special permit. Only abutters to abutters within 300’ will be entitled to the rights conferred by Massachusetts General Law Chapter 40A. [07/01/16 @2:09 PM]

#173-16 Interest charges on late payment of utility bills
COUNCILOR SANGIOLO requesting creation of a policy or ordinance related to interest charges on late payments of utility bills to the City and proportional return of interest charges if or when the utility bill is abated. [04/27/16 @ 1:39 PM]

#209-16 Discussion of expenditures related to the Complete Streets Grant
COUNCILOR FULLER requesting discussion regarding expenditures related to the Complete Streets grant with representatives of the Department of Public Works. [05/26/16 @ 1:11 PM]

Referred to Programs & Services, Public Facilities and Finance Committees

#175-16 Authorization to enter into a settlement agreement with National Grid.
HIS HONOR THE MAYOR requesting authorization for the City to enter into a settlement agreement with Boston Gas Company d/b/a National Grid. [04/25/16 @ 6:52 PM]
[05/09/16 @ 4:59 PM]

#112-16 Appropriation of mitigation funds for pedestrian and traffic improvements
HIS HONOR THE MAYOR requesting authorization to appropriate and expend the following Mitigation Funds:

A. Village Café at 719 Washington Street	\$2,500
B. 258 Nevada Street at Linwood Street	\$1,500
C. Cherry Street at Washington Street	\$2,000
D. O’Hara’s Restaurant, Newton Highlands	\$2,500
E. Rox Diner Parking & Pedestrian Improvements	\$2,500
G. Canton Circle LLC, 714-724 Beacon Street	\$10,000

#40-16 Request to accept MGL 149 Sec 148C related to earned sick time for employees
COUNCILOR SANGIOLO requesting that City of Newton formally accept and/or take all necessary steps to accept Massachusetts General Law Chapter 149, Section 148C, in order to qualify full-time, part-time, seasonal, and temporary employees coverage under the earned sick time regulation, 940 CMR 33, as approved by the voters of

Massachusetts in the 2014 Election as Ballot Question 4 – Earned Sick Time for Employees. [01/19/16 @ 2:35 PM]

- #287-15** **Submittal by the Mayor of the 5-Year Financial Forecast**
HIS HONOR THE MAYOR submitting the FY 2017-FY 2021 5-Year Financial Forecast for Board of Aldermen review/acceptance. [10/01/15 @ 1:53 PM]

Referred to Public Facilities and Finance Committees

- #223-15** **Discussion on the process of licensing the use of city buildings**
ALD. LAREDO requesting a discussion of the process of licensing the current and future use of city building, including: (a) how licensees may request the use of city buildings; (b) the process for determining which licensees will get the use of city buildings; (c) how the fees for the use of city buildings are set; and (d) how the current process compares to the process for permitting the use of school buildings. [08/13/15 @ 11:20 AM]

- #190-15** **Discussion of a policy to record all meetings and post all meeting materials online**
ALD. SANGIOLLO requesting a discussion with the Executive Department relative to creating a policy to require audio recordings of all meetings of boards and commissions and requiring them to be posted to the City’s website, as well as posting of all documentation that is reviewed by boards and commissions and/or by their designated City staff member.

Referred to Zoning & Planning, Land Use and Finance Committees

- #104-15** **Qualification of affordable units developed at Comm Ave, Pearl St, and Eddy St**
ALD. JOHNSON, LAREDO, AND GENTILE requesting a report from the Planning Department re how many of the affordable units developed at Commonwealth Avenue, Pearl Street, and Eddy Street qualify for inclusion on the State’s Subsidized Housing Inventory List; if a property is not on the list, what can be done to make it eligible. [04/09/15 @ 12:00 PM]

- #31-15(3)** **Discussion of Financial Impact of Leaf Blower Ban on Newton’s Budget**
PROGRAMS & SERVICES COMMITTEE requesting a discussion of the financial impact of a seasonal leaf blower ban on the City’s operating budget. [03/24/16 @1:41 PM]

Referred to Programs & Services and Finance Committees

- #31-15(4)** **Amend Chapter 20 Section 51 Civil Fine for Littering to Include Yard Waste**
PROGRAMS & SERVICES COMMITTEE requesting that the City of Newton Ordinances Chapter 20, Section 51, Depositing of Litter, be amended to include leaves, yard waste, and other similar material, and that civil fines be associated with violations of the section and added to Chapter 20, Section 21. [03/24/16 @1:41 PM]

Referred to Land Use and Finance Committees

#49-14

Implementation of technology to monitor compliance with special permits

LAND USE COMMITTEE requesting discussion with the Chief Financial Officer and the Chief Information Officer regarding the critical need to implement technology which enables the development, management and use of shared, searchable, mobile-accessed (both read and write) database which contains parcel-based information that can be accessed by all city departments (including Planning, Inspectional Services (ISD), Assessing, Engineering, Fire, Police, Health), the Board of Aldermen and the community. This technology must support the work of ISD and other departments in both the office and the field to more effectively and efficiently monitor and enforce compliance with approved special permits and other related Board Orders. [02/10/14 @ 6:47 PM]

#248-12

Ordinance amendments to Article IV Purchases and Contracts

RECODIFICATION COMMITTEE recommending that **ARTICLE IV. PURCHASES AND CONTRACTS, Secs. 2-182 through 2-205**, be amended to make it consistent with state law.

Respectfully submitted;

Leonard J. Gentile, Chair



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#305-16

Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

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

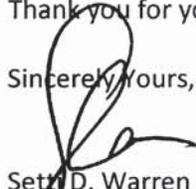
RECEIVED
MAYOR'S OFFICE
2016 AUG -4 AM 11:34
David A. Green, Clerk
Newton, MA 02459

Ladies and Gentlemen:

I am pleased to reappoint Michael Caramanica of 14 Emerald Street, Newton as a Constable for the City of Newton. His term of office shall expire September 15, 2019 and his appointment is subject to your confirmation.

Thank you for your attention to this matter.

Sincerely yours,


Setti D. Warren
Mayor

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE

#305-16

May 10th, 2016

Michael Caramanica
14 Emerald St.
Newton, Ma. 02458
617-312-4808
macconstable@gmail.com

Mayor Setti Warren
1000 Commonwealth Ave.
Newton, Ma. 02460

Re: Appointment for another term, Constable City of Newton.

Mayor Warren,

I write to you requesting an appointment by his Honor the Mayor to another 3-year term as a Constable representing the city of Newton.

I have had the pleasure to serve the people of the city for the last 3 years with dependability, professionalism and the satisfaction of giving back to my community.

Attached are my resume, and a current \$5,000 bond as required.

Thank you for your time and I do look forward to continuing my service to this great city.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Caramanica", with a long horizontal line extending to the right.

Michael A. Caramanica
Constable city of Newton



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

PUBLIC OFFICIAL BOND

Bond No.: BONA926571

Know all men by these presents,

That Michael S. Caramanica, Jr.

as Principal, and The Hanover Insurance Company and/or Massachusetts Bay Insurance Company having its executive office in Worcester, Massachusetts, as Surety, are held and firmly bound unto the City of Newton in the penal

sum of Five Thousand Dollars (\$ 5,000.00) Dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to said penal sum regardless of the number of years this bond remains in force or is renewed or of the number of premiums that shall be payable or paid.

The condition of this obligation is such, That, Whereas the said Principal was elected or appointed as Constable

Now, therefore, if the Principal shall, during the term three years beginning on the 13th day of May, 2016, well and faithfully perform all and singular the duties incumbent upon it in said office or position, then this obligation shall be void; otherwise it shall be and remain in full force and virtue.

This bond may be extended at the option of the Surety by continuation certificate.

This bond may be terminated and cancelled, at any time, by the Obligee giving written notice to the Surety specifying the effective date of cancellation, or by the Surety mailing written notice to the Obligee and the effective date of such cancellation shall be at the expiration of fifteen days after the date of such notice.

In Witness Whereof, the Principal has hereunto set its hand and seal and the Surety has affixed its corporate seal and caused these presents to be signed by its Attorney-in-Fact this 13th day of May, 2016.

Witness:

Michael S. Caramanica, Jr.

By:

THE HANOVER INSURANCE COMPANY

By: _____

MASSACHUSETTS BAY INSURANCE COMPANY

By: David O. Smith, Attorney-in-Fact





SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#266-16

Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

August 1, 2016

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 and expenditure of \$12,500 from the Massachusetts Historical Commission's FY2016 Survey and Planning Grant Program. This award will support the work of the Newton Architectural Survey 1870 to 1915 project.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

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Newton City Hall
2016 AUG - 1 PM 12: 50
DAVID A. OLSON, Clerk
Newton, MA 02459





The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

June 10, 2016

Barbara Kurze
Senior Preservation Planner
City of Newton Planning and Development
1000 Commonwealth Ave
Newton, MA 02459

RE: FY 2016 MHC Survey and Planning Grant Award

Dear Barbara:

I am pleased to inform you that your proposed project has been selected for an allocation of \$12,500 from the Massachusetts Historical Commission's FY 2016 Survey and Planning Grant Program. This award will support the work of the Newton Architectural Survey 1870 to 1915 project.

Please keep in mind that project work can begin only after the MHC executes a contract with you that specifies the scope of grant-assisted work and defines responsibilities and deadlines under applicable laws and regulations. MHC staff noted that more specific targets for the survey will need to be developed for the final project scope of work.

Please respond in writing to Michael Steinitz, MHC Deputy State Historic Preservation Officer, no later than Friday, June 24th with your intention to accept the grant allocation.

Please contact Michael at your earliest convenience with any questions regarding the grant program or this award, and to schedule a meeting to review the provisions and requirements of the grant contract, to discuss your work program, and to discuss consultant procurement procedures. A Local Project Coordinators Manual will be forwarded to you separately.

The MHC looks forward to working with you toward the successful completion of your project. We sincerely hope that this grant allocation will help you achieve your preservation goals.

Sincerely,

A handwritten signature in cursive script that reads "Brona Simon".

Brona Simon
Executive Director
State Historic Preservation Officer
Massachusetts Historical Commission

220 Morrissey Boulevard, Boston, Massachusetts 02125
(617) 727-8470 • Fax: (617) 727-5128
www.sec.state.ma.us/mhc



Setti D. Warren
Mayor

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

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(617) 796-1120
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(617) 796-1142
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(617) 796-1089
www.newtonma.gov

James Freas
Acting Director

STAFF MEMORANDUM

DATE: May 9, 2016
TO: James Freas, Acting Director of Planning
FROM: Barbara Kurze, Senior Preservation Planner
SUBJECT: **MHC Survey and Planning Grant 2016:
Newton Architectural Survey 1870 to 1915**

Historic Preservation Staff is applying for a 50% matching Survey and Planning grant from the Massachusetts Historical Commission. The \$25,000 grant project would be used to hire consultants to research and document approximately 100 historic buildings in neighborhoods and areas that are vulnerable to demolition (see the attached Narrative Statement on page 2 for detailed information.) The City would be reimbursed \$12,500 after the project is completed.

The funds are available from previously budgeted historic preservation projects and reimbursement. Initial funds came from a CPA funding round of \$37,500 for historic preservation architectural survey work and additional general fund allocations for historic preservation projects. The \$25,000 for the 2016 grant round would come from account number 19B 114 14 5301 (\$12,500) and account number 19C 114 04 5000 (\$16,284.51).

The Planning Department has received four MHC grants to do architectural surveys:

- FY10 – 18th century properties
- FY12 – early industrial properties Phase I
- FY13 – early industrial properties Phase II
- FY14 – early industrial properties Phase III



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#268-16

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(617) 796-1100

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(617) 796-1089

E-mail
swarren@newtonma.gov

August 1, 2016

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 accept the MassDEP EVIP Fleet Grant which will cover the cost of adding a 2016 Nissan Leaf to the City's electric vehicle fleet. Additionally, the grant will provide \$7,500 to be used toward the purchase and installation of a charging station for electric vehicles.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

RECEIVED
Newton City Hall
2016 AUG - 1 PM 12:49
David A. Olson, Clerk
Newton, MA 02459





Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Matthew A. Beaton
Secretary

Karyn E. Polito
Lieutenant Governor

Martin Suuberg
Commissioner

June 13, 2016

Mr. Jim McGonagle
City of Newton
1000 Commonwealth
Newton, MA 02459

Dear Mr. McGonagle,

The Massachusetts Department of Environmental Protection (MassDEP) is pleased to announce that the City of Newton has been awarded \$15,000 to acquire under Phase III of the Massachusetts Electric Vehicles Incentive Program (MassEVIP):

- An amount to not exceed \$7,500 for one Battery Electric Vehicle (BEV), and
- An amount to not exceed \$7,500 in assistance for Level 2 dual head charging station.

The Massachusetts Electric Vehicle Incentive Program demonstrates the Commonwealth's commitment to increase the deployment of electric vehicles (EVs) in private, municipal and state fleets, encourage demand for electric vehicles in Massachusetts and help the Commonwealth meet its air quality and Global Warming Solutions Act goals.

As part of the MassEVIP process, first you will need to sign and return the attached End-User Agreement within 15 days of receipt. Please also remember to sign and return to MassDEP the Transportation & Climate Initiative Statement of Support found as Attachment C of the end-user agreement. MassDEP will execute the agreement and return a scanned copy for your records. Once the executed agreement is returned to you, the City of Newton is authorized to proceed with the acquisition of electric vehicle and installation of the electric charging station, if applicable. Please note that the end-user agreement must be fully executed **before** any acquisition of vehicle and/or charging station can occur.

Please note you have up to 180 calendar days from the execution of the end-user agreement to complete the acquisition of the vehicle and acquisition and installation of the electric charging

station. MassEVIP will provide the incentive directly to the vehicle and/or charging station vendor on state contract upon acquisition of vehicle and installation of charging station(s) (if applicable). Please note that the charging station vendor on state contract will not be paid directly for any construction related installation costs. The construction related costs will be paid to the award recipient that is on state contract with MassDEP for goods and services. If the award recipient is acquiring a vehicle or motorcycle that is not currently on Massachusetts state-wide contract but is identified on California's list (<http://energycenter.org/index.php/incentive-programs/clean-vehicle-rebate-project/cvrp-eligible-vehicles>) as a PHEV, ZEV (zero emission vehicle, referred in MassEVIP as a BEV), or zero-emission electric motorcycle (ZEM) and is available in Massachusetts, or is using an electric vehicle charging station vendor of their choice that is not on the state contract, the award recipient must do its own competitive bid process to acquire the vehicle or charging station equipment. In this case, the award recipient *itself* must be on a contract with the Commonwealth for goods and services. MassEVIP will then provide the incentive directly to the award recipient upon presentation of the invoice or lease agreement, proof of vehicle registration in Massachusetts, or invoice for the charging station, if being acquired.

Please mail all documents to the following address:

MassDEP
Attn: Sejal P. Shah
One Winter Street, 6th Floor
Boston, MA 02108

On behalf of Commissioner Suuberg, I want to congratulate the City of Newton for taking this important first step aimed at making Massachusetts a regional leader in deploying these clean cars and helping the Commonwealth achieve our ambitious climate goals.

If you have any questions or comments regarding MassEVIP and/or the awarded incentives please contact Ms. Sejal Shah at (617) 556-1015 or at sejal.shah@state.ma.us.

Sincerely,



Christine Kirby, Division Director
Air and Climate Programs
Bureau of Air and Waste

Enclosures: End-User Agreement

**COMMONWEALTH OF MASSACHUSETTS
AGREEMENT BETWEEN MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND THE CITY OF NEWTON**

This Agreement is entered into by the Commonwealth of Massachusetts, acting through the Massachusetts Department of Environmental Protection (MassDEP) and the City of Newton for the purpose of increasing the use and visibility of electric vehicles within the Commonwealth of Massachusetts (the "Agreement").

MassDEP is charged with the implementation and oversight for the Massachusetts Electric Vehicle Incentive Program (MassEVIP). The City of Newton has been qualified as a recipient of MassEVIP funding for the purpose of acquiring one electric vehicle and Level 2 dual head charging station(s), if applicable, in the following amounts as referenced in the attached application:

- An amount not to exceed \$7,500 for one Battery Electric Vehicle, and
- An amount not to exceed \$7,500 for Level 2 dual head electric vehicle charging station(s).

By accepting the benefits of MassEVIP funding, the City of Newton expressly agrees, through the execution of this Agreement, to be bound by the following Terms and Conditions and other requirements set forth in Attachments A through D hereto, which are incorporated herein by reference.

The undersigned representatives certify that they are fully authorized to enter into the Agreement, including without limitation the attached Terms and Conditions, and to legally bind the party on whose behalf they are signing this Agreement.

This Agreement shall become effective on the date that it is executed by MassDEP.

IN WITNESS THEREOF, the parties hereby execute this Agreement.

CITY OF NEWTON

By: _____
Print Name:
Print Title:

Date: _____

COMMONWEALTH OF MASSACHUSETTS

By: _____
Bawa Wavezwa, Director of Fiscal Management
Massachusetts Department of Environmental Protection

Date: _____

ATTACHMENT A TERMS AND CONDITIONS

By accepting the benefits of the Massachusetts Electric Vehicle Incentive Program (MassEVIP) funding, the City of Newton (the award recipient) agrees that it will comply with all Terms and Conditions set forth below and assumes responsibility for all requirements under the laws of the Commonwealth regarding vehicle ownership or lease. The award recipient acknowledges that, from time to time as deemed necessary, MassDEP may request the award recipient to make minor changes in the implementation of MassEVIP, including periodic updates to the list of charging station vendors available for use by public and/or non-profit award recipients as provided on the program webpage (<http://www.mass.gov/eea/agencies/massdep/air/grants/massevip-municipal.html>) ; private award recipients may use these vendors or the vendor(s) of their choice.

1. MassEVIP Electric Vehicle and Level 2 Charging Station Acquisition

As a condition of the award recipient being awarded funding through MassEVIP for the acquisition of electric vehicle(s) and charging station, the award recipient is required to execute the acquisition of vehicle(s) and charging station through one of the following methods:

- a) Public and/or non-profit award recipients have the electric vehicle vendors listed on the Massachusetts state-wide contract available to them from which to acquire an approved electric vehicle(s), through purchase or lease, as listed on the program webpage (<http://www.mass.gov/eea/agencies/massdep/air/grants/massevip-municipal.html>); private award recipients may use these vendors or the vendor(s) of their choice. If the award recipient is also acquiring a Level 2 charging station, public and/or non-profit award recipients have the charging station vendors listed on the program webpage (<http://www.mass.gov/eea/agencies/massdep/air/grants/massevip-municipal.html>), available to them; private award recipients may use these vendors or the vendor(s) of their choice; or
 - b) If an award recipient is acquiring an electric vehicle that is not currently on Massachusetts state-wide contract but is identified as a Zero Emission Vehicle (ZEV) or Plug-In Hybrid Electric Vehicle (PHEV) or Zero Emission Motorcycle (ZEM) on California's list (<http://energycenter.org/index.php/incentive-programs/clean-vehicle-rebate-project/cvrp-eligible-vehicles>) and is available for purchase or lease in Massachusetts, the award recipient must complete its own competitive procurement process to acquire the electric vehicle(s). The award recipient *itself* must be on a contract with the Commonwealth for goods and services. MassEVIP will then provide the incentive directly to the award recipient upon presentation of the invoice attesting proof of the vehicle(s) acquisition.
- ### 2. Agreement Duration/Timeline
- a.) The award recipient has up to 180 calendar days following the execution date of this agreement to acquire the electric vehicle(s) (the "MassEVIP vehicle") and procure and install the Level 2 charging station (the "Level 2 charging station").

- b.) In the event that the award recipient wishes to amend its choice of make, model or number of MassEVIP vehicles or charging stations, the award recipient must notify MassDEP in writing of any changes to the MassEVIP Vehicle(s) number, make, or model, and/or the Level 2 charging station as originally requested and approved by MassDEP (Attachment B), and receive written approval from MassDEP prior to execution of the purchase agreement with the Vendors for the MassEVIP vehicle(s) and/or Level 2 charging station. No changes to the make, model or number of vehicles or charging stations will be permitted after the execution of the purchase agreement.
- c.) The award recipient must notify MassDEP in writing within 30 days prior to the end of the 180 day period if the MassEVIP vehicle acquisition and/or procurement and installation of the Level 2 Charging station will not occur within 180 days following the execution date of this agreement.

3. MassEVIP Vehicle Registration

The award recipient must obtain a valid registration through the Massachusetts Registry of Motor Vehicles for each MassEVIP vehicle and provide proof of vehicle registration to MassDEP upon request.

4. Insurance Coverage for MassEVIP Vehicles and Level 2 Charging Station

Adequate property and casualty insurance coverage for each MassEVIP vehicle and Level 2 charging station must be provided by the award recipient as required under the laws of the Commonwealth through either the award recipient's self insurance or through third party coverage. The award recipient must provide proof of such coverage to MassDEP upon request.

5. Ownership of MassEVIP Vehicle and Level 2 Charging Station

The award recipient acknowledges that the award recipient becomes the owner or lessee of the MassEVIP vehicle(s) and Level 2 charging station following execution of the acquisition agreement for the electric vehicle(s) (purchase or lease) or charging station (purchase only). In the event that the award recipient is unwilling and/or unable to accept the MassEVIP vehicle(s) or Level 2 charging station after the vendor has ordered the vehicle(s) or charging station, the award recipient agrees to be fully responsible for the payment of any costs incurred by the vendor as a result of the award recipient's failure to accept them, including, without limitation, shipping costs and return fees. For purposes of this paragraph, the vendor is deemed to have "ordered" or "placed the order" when vendor pays any portion of the purchase price of the charging station to the charging station manufacturer. In the event that award recipient is unwilling and/or unable to accept the charging station after the vendor has placed such order, award recipient agrees to inform MassDEP in writing of its non-acceptance of the charging station(s) within fourteen (14) calendar days of award recipient's notification of non-acceptance of the charging station(s) to the vendor. Vendor is required to work cooperatively with MassDEP and/or award recipient to identify alternative recipients for the charging stations(s) and thereby recover costs for the unaccepted purchase; however, award recipient agrees to be fully responsible for any such costs incurred by vendor that vendor is unable to recover within six months of the date of award recipient's written notice to MassDEP of its non-acceptance of the charging station(s).

6. Statement of Support

The award recipient is encouraged to complete the Statement of Support for the Transportation Climate Initiative's (TCI) Pledge for the Deployment of Electric Vehicles (Attachment C) that shows a commitment to transition to a clean energy economy, reduce greenhouse gas emissions from their fleet, and increase the visibility of advanced technology vehicles in communities across the state. The award recipient is also encouraged to utilize the available TCI resources to help policy makers, municipal planners, and others in making their businesses or communities EV-ready (<http://www.transportationandclimate.org/northeast-electric-vehicle-network-documents>).

7. Minimum Period to Operate MassEVIP Vehicle and Level 2 Charging Station

The award recipient agrees to use the MassEVIP vehicle(s) and Level 2 charging station for a minimum of thirty-six (36) months following acquisition (vehicle) and installation (Level 2 charging station) per the terms in 2.c) above, unless the equipment (vehicle or Level 2 charging station) is sold, transferred, disposed of, or removed from active service in accordance with the procedures set forth in Paragraph 8 below.

8. Assignment, Sale, Transfer, or Removal from Service

No Assignment/Sale /Transfer/ Removal from Service without Prior MassDEP Notice and Approval. As a condition of its receipt of funding under MassEVIP, the award recipient acknowledges that it may not transfer its rights or obligations under this Agreement to another entity, or assign, sell or transfer the assets in a transaction that would include transfer of the MassEVIP vehicle(s) or Level 2 charging station that are the subject of this Agreement, without providing prior written notice and obtaining approval from MassDEP, in accordance with the provisions of this paragraph. In issuing a decision on the award recipient's request for assignment, sale, transfer or removal from service, MassDEP will seek to further the Commonwealth's goals in establishing the electric vehicle incentive program, including that of reducing greenhouse gas emissions within the borders of the Commonwealth. If the award recipient proposes to assign, sell, transfer or remove from service the MassEVIP vehicle(s) or Level 2 charging station subject to this Agreement prior to the end of the minimum time period set forth in Paragraph 7, the award recipient must comply with the following requirements:

- a) Award Recipient Notification to New Entity: Upon agreeing to the assignment, sale or transfer of the MassEVIP vehicle(s) to a New Entity, the award recipient must provide the New Entity with a copy of this agreement and of its obligation to notify MassDEP in writing of its intention to comply with and to sign the Agreement with respect to all MassEVIP vehicle(s) that are the subject of the assignment, sale, or transfer in accordance with 8.c) below.
- b) Award Recipient Notice, Contents and Certification: At least thirty (30) calendar days in advance of the date of a proposed assignment, sale, or transfer, the award recipient shall provide MassDEP with written notice ("Award Recipient Notice") of the transaction. The Award Recipient Notice to MassDEP shall include the following information:

- i. The identity, principal place of business, local address where the MassEVIP vehicle(s) will be garaged, or where the Level 2 charging station will be relocated, and principal contact for the New Entity to whom the award recipient will be assigning/transferring the MassEVIP vehicle(s) or Level 2 charging station as part of the transaction;
 - ii. The date on which the assignment/transfer will occur, together with a brief description of the transaction;
 - iii. A list of all MassEVIP vehicle(s) by Vehicle Identification Number (VIN), vehicle make, model number, and model year, and of all Level 2 charging stations that are subject to this Agreement that will be transferred as part of the transaction;
 - iv. A certification by the award recipient that it has provided the New Entity with the following: (a) a copy of this Agreement; (b) a list of all MassEVIP vehicles or Level 2 charging stations that are subject to this Agreement; and (c) a notice to the New Entity of its obligation to notify MassDEP in writing of its intention to comply with the Agreement with respect to all MassEVIP vehicle(s) or Level 2 charging stations that are subject of the assignment, sale or/transfer.
- c) New Entity Notice, Contents and Certification: At least fifteen (15) days in advance of the date of the proposed assignment/transfer, the New Entity shall provide MassDEP with a written notice (“New Entity Notice”) which states that: (1) it has received a copy of the Agreement; (2) it has received a list of all MassEVIP vehicles by VIN, vehicle make, model number, and model year and of all Level 2 charging stations, if applicable, that are subject to this Agreement; and (3) the New Entity certifies that it will comply with all Terms and Conditions of the Agreement with respect to all MassEVIP vehicles and Level 2 charging stations that are the subject of the assignment, sale, or transfer.
- d) If the award recipient proposes to remove from active service any MassEVIP vehicle(s) or Level 2 charging stations subject to this Agreement prior to the end of the minimum time period set forth in Paragraph 7, the award recipient must comply with the following requirements:
- i. The award recipient must request approval from MassDEP in writing at least thirty (30) days in advance of the expected action, and specify the manner in which the MassEVIP vehicle would be removed from active service and the reasons for such removal.
 - ii. If MassDEP approves the award recipient’s request to remove the MassEVIP vehicle from service, the award recipient must provide MassDEP with all documentation regarding the MassEVIP vehicle’s destruction, sale as scrap metal, or other method by which the vehicle was removed from service.
 - iii. The award recipient agrees to work cooperatively with MassDEP to pursue appropriate parties to recover funds in the event that a MassEVIP vehicle’s removal from service is due to equipment failures or deficiencies, or due to vendor or manufacturer warranty deficiencies.

- e) MassDEP Contact for Notices: All written Notices required by Paragraph 8 shall be sent to:

Ms. Sejal Shah
MassDEP
One Winter Street
Boston, MA 02108

- f) MassDEP Review and Approval: Upon receipt of the Award Recipient Notice and the New Entity Notice as provided above, MassDEP will review both Notices and will provide the award recipient and the New Entity with its written determination regarding the assignment, sale or transfer of the MassEVIP vehicle(s) and/or Level 2 charging station within five (5) business days of receipt of both Notices. MassDEP reserves the right under this paragraph to either (a) seek additional information from the award recipient and/or the New Entity regarding the assignment, sale or transfer of the electric vehicle(s) or Level 2 charging station subject to this Agreement in order to make an informed determination; and/or (b) deny the assignment, sale or transfer of the MassEVIP vehicle(s) or Level 2 charging station to the New Entity. If the denial is based on the rationale that either of the Notices has incomplete, inaccurate or misleading information, the award recipient and/or New Entity will each have fifteen (15) days from the date of MassDEP's denial of the assignment, sale or transfer of the MassEVIP vehicle(s) and/or Level 2 charging station to provide complete and accurate information to MassDEP.
- g) Notwithstanding any of the foregoing, the award recipient (or its title holding affiliate) shall have the right to sell the mortgage, lease or otherwise deal with the property on which the Level 2 charging station(s) are located without MassDEP approval. However, if award recipient transfers to a new owner any ownership interest of the real property on which the Level 2 charging station(s) are located prior to the end of the thirty-six (36) month Minimum Time Period detailed in Paragraph 7 above, and this new owner does not assume ownership and responsibility for the Level 2 charging station(s) as a New Entity in accordance with the provisions of Paragraphs 8.a) to 8.d), award recipient shall be deemed to be in non-compliance with this Agreement and is subject to the MassDEP enforcement actions provided in Paragraph 15 below.

9. Data Provision and Record Requirements

Upon request by MassDEP, the award recipient shall provide the following: (1) access to the operation and maintenance records of each MassEVIP vehicle(s) for a minimum period of thirty-six (36) months following the acquisition of the MassEVIP vehicle(s) and (2) usage data, in a format specified by MassDEP, from Level 2 charging station for a minimum period of thirty-six (36) months following its installation.

10. MassDEP Verification of MassEVIP Vehicle and Level 2 Charging Station

Upon acquisition of the MassEVIP vehicle(s) and the installation of the Level 2 charging station on award recipient's property, the award recipient agrees to allow MassDEP access to the MassEVIP vehicle(s) and the Level 2 charging station during normal business hours so that MassDEP can verify the use of the vehicle(s) and the installation of the charging station.

11. Training on the Operation and Maintenance of MassEVIP Vehicle and Charging Station

Upon acquisition of the MassEVIP vehicle(s) and, if applicable, the completion of the installation of the Level 2 charging station, the award recipient agrees to require all pertinent personnel to attend a training session conducted by the vehicle vendor and/or the charging station vendor on the operation and maintenance of the equipment. The award recipient will facilitate these training session(s) by providing a mutually-convenient time and location for such training(s). In addition, the award recipient will provide MassDEP with fourteen (14) calendar days advance notice of the time, date and location of all training sessions so that MassDEP representatives may have the opportunity to attend any/all training sessions.

12. MassEVIP Vehicle Maintenance Requirements

The award recipient shall maintain the MassEVIP vehicle in accordance with the manufacturer's recommended procedures and specifications. The award recipient agrees that it is responsible for any maintenance and repair work that is not covered under the scope of the manufacturer's warranty.

13. Electrical Infrastructure Maintenance Requirements

The award recipient shall maintain the land-based electrical infrastructure in order to provide proper electrical supply for the operation of the Level 2 charging station for the duration of the thirty-six (36) month minimum in-service period. If the electrical infrastructure fails such that proper electrical supply required for the operation of the Level 2 charging station is not provided, the award recipient shall contact a vendor to repair the electrical infrastructure and supply within seven (7) calendar days of the receipt of notification of the failure of the system.

14. Electrical Infrastructure Parking Requirements

The award recipient receiving financial assistance through MassEVIP for the installation of a Level 2 charging station shall ensure the following requirements are met:

- a) The Level 2 charging station is located in an area that is accessible for the general public during normal business hours; and
- b) The two parking spaces allocated to the Level 2 charging station are specifically dedicated for electric vehicles only, and that the award recipient will actively enforce this requirement; and
- c) The Level 2 charging station is clearly identified through visible signage as provided in Attachment D. The award recipient may also want to consider pavement treatment (i.e., use of paint) to make the parking spaces more identifiable for electric vehicles.

15. Enforceability

The award recipient agrees that, in the event that the award recipient fails to comply with any of this Agreement's Terms and Conditions, the Commonwealth of Massachusetts and MassDEP shall have the right to pursue any and/or all of the following options:

- a) Require the transfer of possession and/or title to MassDEP and/or a third party at MassDEP's request of any and all MassEVIP vehicle(s) or Level 2 charging stations supplied pursuant to the Agreement; and/or
- b) Require the award recipient to reimburse MassDEP for any transfer, supply and/or installation costs incurred by MassDEP as a result of the failure of the award recipient to comply with the Agreement; and/or
- c) Require the award recipient to return a portion of the MassEVIP funding provided to the award recipient under the Agreement, with such portion to be calculated pro rata based on the number of months remaining of the 36 month Minimum Time Period required operation of the MassEVIP vehicle or charging station under Paragraph 7 of these Terms and Conditions, determined from the date of award recipient's failure to perform under the Agreement.

The enforceability rights set forth in this paragraph shall in no way be construed to limit either the Commonwealth of Massachusetts or MassDEP from pursuing any other legal or equitable remedy available under any applicable federal or state laws.

16. Public Concerns/False Claims

As a condition of acceptance of this equipment, the award recipient agrees to report to MassDEP any public concerns regarding the MassEVIP Program, and/or any credible evidence of the submission of any false claims under federal or state law by any person or entity associated with the MassEVIP Program, including but not limited to reporting to MassDEP in writing of any installation deficiencies, failures or operations concerns associated with the equipment.

17. Indemnification

The award recipient agrees to indemnify and hold harmless the Commonwealth of Massachusetts and MassDEP, and any of the officers, officials, contractors, employees or agents of the Commonwealth or MassDEP, from any and all liability, actions or claims, whether under federal or state law, associated with award recipient's failure to comply with the terms of the Agreement, and also agrees to provide indemnification from any costs incurred by the award recipient or its representatives in connection with the use, operation and maintenance of the equipment that is the subject of the Agreement.

18. Civil or Criminal Investigations/Proceedings

By entering into the Agreement with MassDEP, the award recipient certifies that, to the best of its knowledge, it has not been and is not currently the subject of any civil or criminal investigation or proceeding relating to the possible violation of any environmental statutes, rules, regulations, ordinances or laws, by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation or proceeding by any federal, state or local prosecuting or investigative agency.

19. Severability

If any term or provision of this Agreement is held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remainder of the terms and provisions of this Agreement shall not in any way be affected or impaired, and shall remain valid and enforceable to the fullest extent permitted by law.

20. Governing Law

The Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Massachusetts for all purposes, without regard to the Commonwealth's law on choice of law.

21. Execution Date

The "Execution Date" of the Agreement between MassDEP and Grantee is deemed to be the date on which the Agreement was signed by MassDEP.

Attachment B

Massachusetts Electric Vehicle Incentive Program Application

47



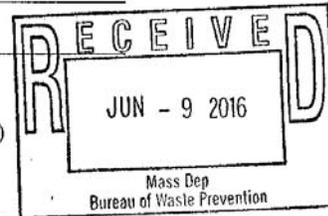
MassEVIP: Fleets Application

APPLICANT INFORMATION: (* Indicates Required Fields, and please print clearly)

Legal Name of Entity*: City of Newton ✓
Division within Entity applying for incentive: Public Works Department ✓

Principal Contact*

Last Name: McGonagle ✓
First Name: James ✓
Title: Director of Public Works
Email: jmcgonagle@newtonma.gov
Phone: 617-796-1009
Street Address: 1000 Commonwealth
City: Newton
State: MA
Zip Code: 02459



Mailing address (enter ONLY if it is different from contact address above)

Street Address: _____
City: _____
State: _____
Zip Code: _____

If a municipality, are you currently a Green Community as designated by the Massachusetts Green Communities Division? (Circle one)

YES NO

Use the Table below to list the electric vehicle(s) your entity is considering for acquisition.* Please attach quote.

Make/Model	Type (BEV, PHEV, or ZEM)	Dealer	Purchase/Lease
2016 Nissan Leaf	BEV	Milford Nissan	Purchase

*If requesting more than five vehicles, please use additional pages.

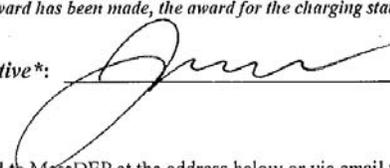
In the space provided below, please indicate how the vehicle will be used to increase the visibility of electric vehicles in the community.

Our recycling manager will be driving the vehicle Meeting with residents and businesses.

If planning on acquiring one or more battery electric vehicles (fully battery operated), your entity is eligible to apply for assistance to acquire and install a Level 2 dual-head charging station. Do you wish to apply for assistance to acquire and install a Level 2 dual-head charging station? If yes, use the Table below to provide information for the requested charging station. Please attach quote. *Note: the acquisition of hybrid plug-in electric vehicles only does not qualify an entity for financial assistance to install a Level 2 dual-head charging station.*

Circle Appropriate Amount:*	1-2 BEV = Up To \$7,500	3-4 BEVs = Up To \$10,500	5+ BEVs = Up To \$13,500
Make/Model:	Nissan Leaf		TBD
Vendor:	Milford Nissan		TBD
Proposed Location Address:	1000 Commonwealth Ave Newton MA		

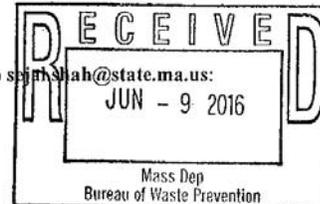
* Please note charging station funding is associated with the number of battery electric vehicles acquired. If the number of vehicles changes after an award has been made, the award for the charging station will change accordingly.

Signature of Representative*: 

Date*: 6/9/16

This form should be returned to MassDEP at the address below or via email to sejal.shah@state.ma.us:

Ms. Sejal P. Shah
Environmental Analyst, MassEVIP
One Winter Street, 6th Floor
Boston, MA 02108



Attachment C

Statement of Support for the Deployment of Electric Vehicles

We Support the Deployment of Electric Vehicles

Please sign onto the statement below to express your organization's support for the deployment of electric vehicles in the northeastern United States.

The Northeast Electric Vehicle Network – a project of the states participating in the Transportation and Climate Initiative – seeks to eliminate barriers to the deployment of electric vehicles and maximize the economic and environmental benefits that will be generated by the mass-market arrival of plug-in cars and trucks.

_____ supports these important goals,
Name of Organization
and is ready to work with the Northeast Electric Vehicle Network to facilitate the deployment of electric vehicles in the northeastern United States.¹

Signature: _____ Date: _____

The Northeast Electric Vehicle Network is a project of participating Transportation and Climate Initiative (TCI) jurisdictions, including Connecticut, the District of Columbia, Delaware, Massachusetts, Maryland, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and communities in Maine.



To learn more about the TCI, please go to <http://www.transportationandclimate.org>

Email this statement of support to TCI facilitator Matthew Goetz at goetz@law.georgetown.edu.

¹ Support for the deployment of electric vehicles or the Northeast Electric Vehicle Network by private entities will not give, grant, bestow, or otherwise confer any special benefits from participating jurisdictions and state agencies to the private entity. Signing the statement of support also does not constitute a legally binding commitment on behalf of any private entity.



Electric Vehicle Guidance Documents For Communities in the Northeast and Mid-Atlantic

December 2012

In October 2011, the Transportation and Climate Initiative (TCI), a collaboration of state transportation, energy, and environmental agencies in the Northeast, launched a Northeast Electric Vehicle Network and agreed to coordinate on electric vehicle (EV) infrastructure planning and deployment. TCI, in partnership with the New York State Energy Research and Development Authority (NYSERDA) and 16 of the region's Clean Cities Coalitions, received a nearly \$1 million Department of Energy Electric Vehicle Planning grant to support early planning activities for the Network.

Under the grant, five "EV guidance documents" are being developed to help policy makers, municipal planners, and others in making their businesses or communities EV-ready. The guidance documents are being developed by Energetics Incorporated, an engineering and management consulting firm, and WXY Architecture + Urban Design, an urban design planning firm, and are expected to be available this fall.

EV Guidance Documents: Summary

Siting and Design Guidelines for Electric Vehicle Supply Equipment. These guidelines identify key siting and design issues that are relevant to local governments, developers, homeowners, businesses, utility providers, and other organizations. The guidelines provide an overview of elements of site selection and design and installation scenarios, including considerations for commercial lots, multi-family residences, on-street charging, service station models, and fleets.

For additional guidance on siting EV charging stations, please refer to NYSERDA's "Site Design for Electric Vehicle Charging Stations," which can be downloaded at www.sustainabletransportationstrategies.com.



COMMERCIAL LOT

Assessment of Current EVSE and EV Deployment. The deployment assessment provides a region-wide look at EV and electric vehicle supply equipment (EVSE) deployment in the Northeast. The report highlights trends in EV ownership and EVSE locations, offers recommendations to maximize the impact of EVSE installations, and offers recommendations for further areas of study. The report finds that EV owners in the TCI region are typically younger, more educated, wealthier, and live in rural or suburban areas surrounding metro centers. Moreover, the assessment shows that a significant portion of the region's EVSE is located at EV dealerships, and that new EVSE should be located as destinations that are within driving distance of EV communities.

EVSE Cluster Analysis. The Cluster Analysis proposes nine land use “clusters” that represent strong areas of current and potential EVSE deployment. The clusters were chosen based on the behavior of the typical user, the site’s operations, external influences like geography and demographics, and the ability of a cluster to provide benefits to the EVSE host and wider public. The analysis also uses case studies to demonstrate how the clusters can effectively support EV use.

EV-Ready Codes for the Built Environment. This document provides an overview of building and electrical codes and their relation to EVs, highlights best practices from around the country, and makes recommendations for jurisdictions in the Northeast and Mid-Atlantic. The report draws several conclusions:

- Existing codes do not present a significant barrier to electric vehicle supply equipment (EVSE) deployment, but there is room within the codes to more clearly encourage EV-readiness.
- Codes can achieve EV-readiness and regional cohesion. For example, a coordinated effort to specify requirements for certain features in new construction and provide for new permitting or inspection protocols can help to streamline EV codes across the region.
- Adopting EV-friendly codes that encourage EVSE deployment can promote economic development in the region.
- Codes can create a high-level planning framework while retaining flexibility at the local level. For example, states can adopt code appendices containing EV-friendly provisions that can be adopted at the local level.
- Adopting EV-friendly codes should be part of a collaboration between partners to create a comprehensive EVSE deployment strategy.

Creating EV-Ready Towns and Cities: A Guide to Planning and Policy Tools. This report provides guidance to practitioners at all levels of state and local governments wishing to take action to implement EVSE deployment in their jurisdictions. It provides discussion and guidance regarding the steps to create, administer, and amend planning processes, rules, and regulations, and explores the potential for jurisdictions to encourage EV charging station installation and use. Tools to promote EV-friendly zoning regulations, parking ordinances, building codes, permitting practices, and partnership and procurement are explored, and examples of streamlined approaches are provided.

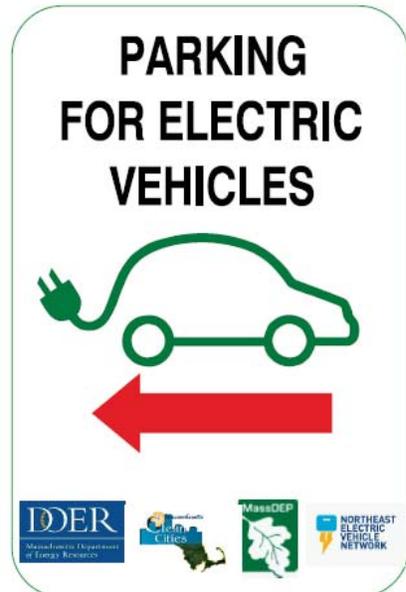
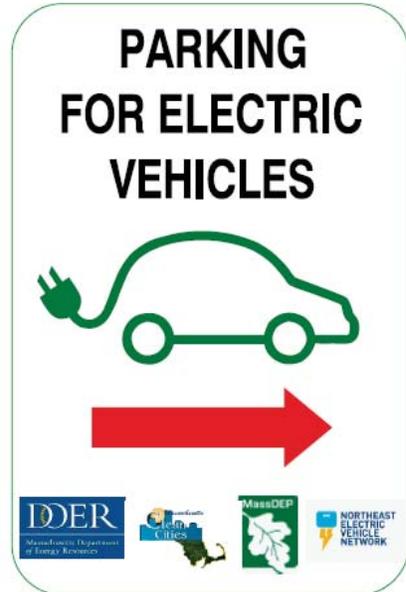
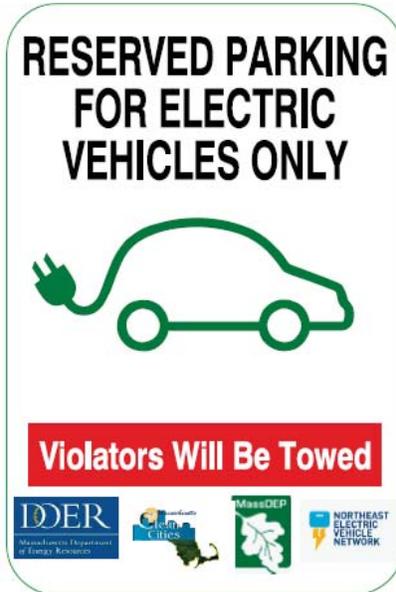
The Northeast Electric Vehicle Networks’ EV Guidance Documents can be downloaded from www.northeastevs.org.

Or contact Georgetown Climate Center’s EV Program Coordinator, Cassie Powers, at powers@law.georgetown.edu, or 202.661.6695.



Attachment D

Parking Signage Templates





SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#272-16

Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

August 1, 2016

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

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to authorize the appropriation of the sum of \$700,000 and authorize a general obligation borrowing of an equal amount for the replacement of the dispatch consoles at the Police Dispatch Center.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

RECEIVED
NEWTON CITY HALL
2016 AUG - 1 PM 4: 19
DAVID A. CRISAN, CLERK
NEWTON, MA 02459

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE



City of Newton
Police Department



TELEPHONE
(617) 796-2101
FAX # (617) 796-3679

DAVID L. MACDONALD
CHIEF OF POLICE

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

August 4, 2016

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

Re: Request for Replacement of Dispatch Console

Dear Mayor Warren,

I respectfully request to spend \$700,000 from the Capital Improvement Plan FY17 . I am asking for approval to replace the dispatch console which has reached its life expectancy.

Thank you for your assistance.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David L. MacDonald".

Chief David L. MacDonald

DLM:mp



FY 2017-2021 by Priority

ESCALATED COSTS (Costs in FY2016-2020 are escalated 3.5% a year)

Priority	Dept	Project Title	Project Description / Justification	Est Cost in FY2017	Risk Factor	Funding Source	Approved Funding	FY 2016 To Be Docketed or Approved	FY 2017	FY2018	FY2019	Total	FY2020	Total
							\$ 122,252,847	\$ 65,294,177	\$ 18,543,000	\$ 23,979,915	\$ 31,106,232	\$ 44,843,203	\$ 41,964,916	
1	Public Buildings	City Hall - New Elevator and Accessibility Improvements	New Elevator for the War Memorial	\$ 1,140,000	66.7	Bonding	\$ 1,140,000	-	-	-	-	-	-	
2	Public Buildings	Manet Road Communications Building	Replace Emergency Communications Building at Manet Road	\$ 750,000	63.9	Bonding	-	750,000	-	-	-	-	-	
3	Schools	Angier School Replacement	Opening in January 2016	\$ 37,500,000	63.1	Bonding/MSBA	\$ 37,500,000	-	-	-	-	-	-	
4	Public Buildings	City Hall Improvements - Heat Trace Wiring / Ice Dam	Use Heat trace wiring to prevent ice dams from forming during the winter.	\$ 150,000	61.9	Bonding	-	150,000	-	-	-	-	-	
5	Schools	Purchase Aquinas - New Pre-School Program and Lincoln Eliot	Purchase Aquinas / Renovate for Fire-K and Lincoln-Eliot students.	\$ 52,850,000	61.7	Bonding/MSBA	\$ 17,350,000	-	1,000,000	\$ 2,070,000	\$ 13,390,313	\$ 11,087,179	\$ 11,475,230	
6	Schools	Zervas School - Renovation / Replacement	Project to address space needs due to growing enrollment, Bldg systems, access.	\$ 40,000,000	60.9	Bonding/ Override Stabilization Fund	\$ 40,000,000	-	-	-	-	-	-	
7	DPW/ Sewer	Sewer Inflow/Infiltration Project - Project Area 3.84 - Chestnut Hill Area, Newton Center	Part of 12 year program to remove excess inflow and infiltration into sewer system. 64% Sewer Funds 36% MWRA loan/grant	\$ 10,068,000	60.6	Sewer/ MWRA	\$ 10,068,000	-	-	-	-	-	-	
8	Public Buildings / Sustainability	Phase II Energy Efficiency Upgrades to City/School Buildings	The objective of this project is to reduce energy use, energy costs and the carbon footprint of existing City owned buildings and schools.	\$ 1,141,924	60.0	Energy Stabilization Fund	\$ 1,141,924	-	-	-	-	-	-	
9	Schools	Cabot School Renovation	Replace 92 yr old school due to poor condition, aging bldg systems and inadequate space per State Ed standards.	\$ 45,000,000	59.6	Bonding/MSBA	\$ 1,000,000	44,000,000	-	-	-	-	-	
10	Parks/Rec	Replace Newton South High School Tennis Courts	Replace 12 existing courts at this location.	\$ 750,000	59.2	Bonding	\$ 750,000	-	-	-	-	-	-	
11	Fire Dept	Replace Fire Dept Bucket Truck	Replace 1996 F800 with 165K miles on it. Not cost effective to keep it on the road. Safety components are failing, putting personnel at risk.	\$ 225,000	56.5	Bonding	\$ 225,000	-	-	-	-	-	-	
12	Fire Dept	Fire Station #3 & HQs - Renovate/Replace Newton Centre Station	Station #3 needs major repairs/upgrades. Co-located w/ Fire HQs. Upgrade systems for code compliance, access & female firefighters.	\$ 18,500,000	55.1	Bonding	\$ 3,920,823	14,579,177	-	-	-	-	-	
13	Fire Dept	Replace Fire Department SCBA Gear	Replace the department Self-Contained Breathing Apparatus (SCBA), purchased in FY 2007. GFS in equipment so that firefighters can be located in case of emergency.	\$ 504,750	54.5	Bonding	\$ 504,750	-	-	-	-	-	-	
14	Parks/Rec	Newton North Baseball Field - New Backstop and Nets	New Backstop and Netting to reduce the number of baseballs hit into neighboring properties.	\$ 350,000	54.3	Bonding	-	350,000	-	-	-	-	-	
15	DPW	City-Wide Traffic Signalization Upgrades	Improve upon safety, improved traffic flow, reduce congestion, meet ADA Compliance	\$ 5,075,000	54.2	Bonding/Free Cash	\$ 2,300,000	-	650,000	\$ 646,875	\$ 535,613	\$ 554,359	\$ 573,762	
16	Police	Dispatch Center equipment	All dispatch equipment has met it's life expectancy and must be upgraded	\$ 700,000	53.1	Bonding	-	700,000	-	-	-	-	-	
17	DPW/Water	Manet Road Reservoir Gate Valve	Repair Gate Valve	\$ 400,000	51.2	Water Funds	-	400,000	-	-	-	-	-	
18	DPW/Water	Clean and Line Water Pipes to Improve Water Quality	Cleaning and lining of water pipes to improve water quality, ensure pipe integrity and capacity. Precedes schedule of roadway paving.	\$ 4,321,500	51.2	Water Funds	\$ 4,321,500	-	-	-	-	-	-	
19	DPW	DPW Snow Equipment	Purchase a front end loader mounted snow blower to widen street for curb to curb snow clearance.	\$ 150,000	51.1	Bonding	\$ 150,000	-	-	-	-	-	-	
20	DPW/ Sewer	Replace 1995 Sewer Jet Truck	Replacement of vehicle/ equipment used to clear out blockages in the sewer system to prevent sewer backups. (#369).	\$ 430,000	50.8	Sewer Funds	-	430,000	-	-	-	-	-	



MCC 7500 IP DISPATCH CONSOLE FOR ASTRO[®] 25 RADIO SYSTEMS

STAY IN CONSTANT CONTACT WHEN IT MATTERS MOST



THE MOTOROLA MCC 7500 IP DISPATCH CONSOLE

Whether a large-scale event or a simple traffic light outage at a school crossing threatens the safety of citizens, you need to effectively communicate and coordinate a rapid response.

You need to have confidence in a dependable, always-available, complete communications system that keeps responders safe and constantly connected. You need the Motorola MCC 7500 IP Dispatch Console.

Seamlessly integrated into ASTRO® 25 radio systems, the MCC 7500 console provides interoperability, cost savings, and security advantages for today's critical communication needs. MCC 7500 consoles connect directly to the IP network without interface boxes, digital voice gateways or backroom electronics for an integrated mission critical system. Conventional channels link to the IP network and use the same audio transport as trunked audio.

ASTRO 25 SYSTEM INTEGRATION

Motorola IP systems are optimized to perform to robust customer specifications for mission critical voice and data communications. ASTRO 25 complies with Project 25 interoperability specifications while system interfaces based on standard IP bring additional value to the system.



The MCC 7500 IP Dispatch Console features:

- Prioritized emergency calls get through no matter how busy the system.
- Voice quality and intelligibility optimized to eliminate clipped or degraded audio.
- High-quality audio maintained despite increasing traffic loads.
- Call setup in a fraction of a second.
- Voice messages consistently delivered in the shortest possible time.
- Quick re-routing of call traffic in the event of an IP network path failure, minimizing lost audio and any impact on the end user.
- Enhanced dispatch performance and improved bandwidth efficiency using IP multicast technology.
- Conventional channels linked to the IP network using the same audio transport as trunked audio.
- Simplified dispatch operations and optimized operational efficiencies when integrated with PremierOne™ CAD.

MCC 7500 IP DISPATCH CONSOLE

PRODUCT OVERVIEW

MEETS YOUR DEMAND TO PROTECT, PREVENT AND RESPOND TO MISSION CRITICAL OPERATIONS.

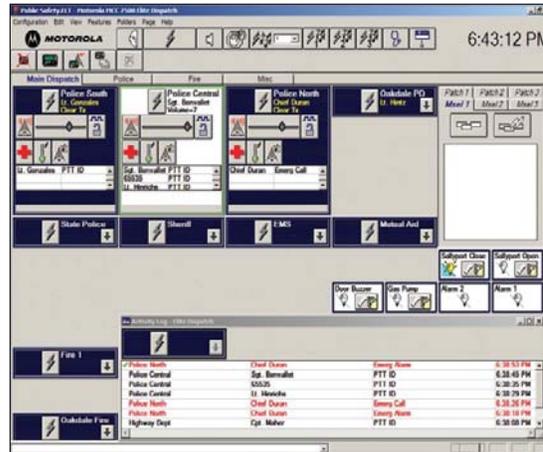
True End-to-End Encryption from the radio all the way through the console position. The MCC 7500 IP Dispatch Console goes beyond vocoded audio and uses true encryption technology, the only reliable means to keep your critical communication secure. Each MCC 7500 console supports up to six encryption algorithms simultaneously.

With Agency Partitioning, departments or agencies can share a system for cost savings and interoperability, yet manage and maintain control over their own resources, such as talkgroups, encryption keys, and configuration data.

Centralized System Configuration and Fault Management of dispatch positions allow changes to be automatically distributed throughout the system, providing vital efficiency. Access to the system manager from multiple remote locations via standard IP methods means users can still have convenient access while enjoying the benefits of centralized management.

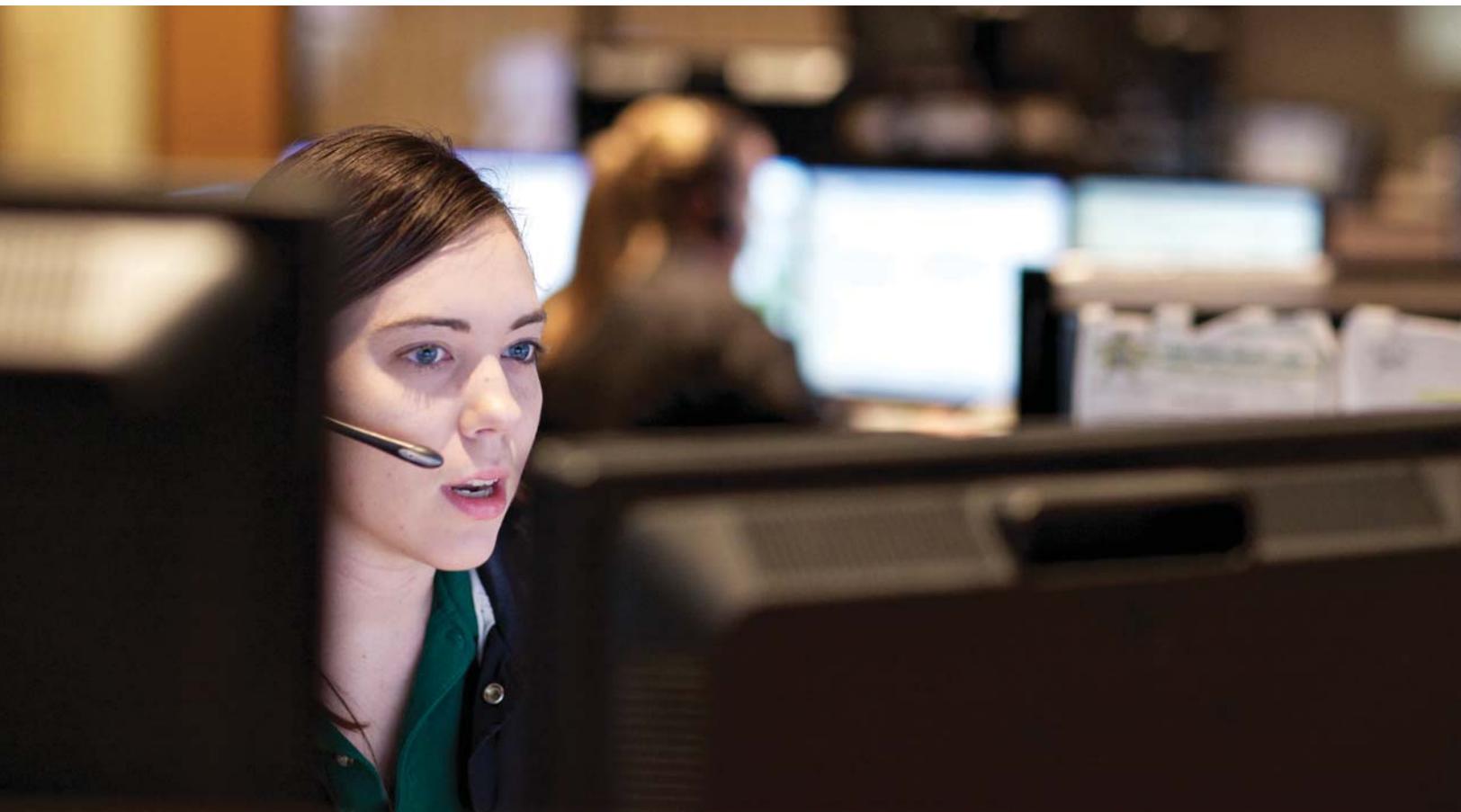
Enhanced, Integrated Logging Recorder is available for the MCC 7500 Console providing digital recorded audio at the same high-quality level as heard through the dispatch positions. Digital recorders integrated into the radio system reap the benefits of agency partitioning, centralized management and system security, meeting a wide range of ASTRO® 25 customer requirements.

PremierOne™ CAD Integration further simplifies dispatch operations, improves data accuracy and enhances operational efficiencies by combining the common, intuitive user interface of PremierOne CAD with the reliable field personnel communications capabilities of the MCC 7500. Agencies that choose to integrate the MCC 7500 Console features with the PremierOne CAD common platform will gain the ability to automate common operations and get a real-time, comprehensive view of the personnel and equipment being supported in the field.



Customer Accepted Interface

Efficient, easy to use and intuitive, having been refined and proven through years of use in public safety dispatch centers around the world.



MCC 7500 IP DISPATCH CONSOLE

PRODUCT OVERVIEW

COMMAND AND CONTROL SOLUTIONS DESIGNED AROUND YOU

The MCC 7500 IP Dispatch Console is part of Motorola's extensive portfolio of communications and information solutions designed to address mission-critical public safety and security requirements worldwide. The MCC 7500 dispatch solution meets Motorola's rigorous quality standards to bring you peace of mind.

- Compatible with existing ASTRO® 25 radio systems with forward migration to protect and leverage your investment.
- Converges with PremierOne™ CAD to further simplify dispatch operations, improve data accuracy and enhance operational efficiencies.
- Software-based upgrades ease system and feature expansion. Re-use of the Elite Graphical User Interface (GUI) helps minimize dispatcher training.
- Works together with CENTRACOM™ Elite Console for robust feature interaction.
- Installation is simplified and site costs are reduced since the console operator position functions without backroom electronics.
- Console configuration is performed at a centralized network manager client, with changes distributed automatically, saving valuable technician and administrator time.
- More robust service logs, containing real-time information, facilitate maintenance activities.
- Integration into the system's central fault standard event monitoring protocols means fewer site visits.
- Flexible bandwidth requirements minimize operating costs for all remote console locations.
- Conventional audio is transported by the same IP network, eliminating the need for channel banks or a separate circuit switch system.



For more information about how the MCC 7500 IP Dispatch Console can meet your critical communication needs, contact your Motorola representative or visit motorola.com/ASTRO25

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. motorolasolutions.com

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7/25/2016

NEWTON POLICE

#272-16 Total System

QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	ITT-57 UNIT COST	ITT-57 EXTENDED
NEWTON POLICE DISPATCH CENTER						
NEWTON POLICE DEPARTMENT						
1321 WASHINGTON STREET						
NEWTON, MA 02465						
ATTN. STEVE SMITH						
DATE: JULY 25, 2016						
QUOTE PER MOTOROLA ITT-57 STATE CONTRACT						
PREPARED BY: JOHN P CONNOLLY - CYBER COMMUNICATIONS (MOTOROLA MR)						
PHONE: 781-647-1010/ CELL # 617-839-1990						
K2 Core System						
1	SQM01SUM0236	SINGLE ZONE CONV RED CORE -K2	\$ 43,500.00	\$ 43,500.00	\$ 36,975.00	\$ 36,975.00
1	CA01663AB	ADD: RACK	\$ 495.00	\$ 495.00	\$ 420.75	\$ 420.75
4	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$ 16,800.00	\$ 3,612.00	\$ 14,448.00
4	CA01616AA	ADD: AC POWER	\$ -	\$ -	\$ -	\$ -
4	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY	\$ 6,000.00	\$ 24,000.00	\$ 5,160.00	\$ 20,640.00
1	THN1012	RACK 7' OPEN	\$ 470.00	\$ 470.00	\$ 380.70	\$ 380.70
			\$ -	\$ -	\$ -	\$ -
1	DS110110711	PDU, AC EDGE RACK MOUNT DISTRIBUTIO	\$ 2,450.00	\$ 2,450.00	\$ 2,278.50	\$ 2,278.50
1	DS3750285	BREAKER KIT 3 EACH AIRPAX 15AMP SNA	\$ 102.00	\$ 102.00	\$ 94.86	\$ 94.86
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A P	\$ 400.00	\$ 400.00	\$ 372.00	\$ 372.00
			\$ -	\$ -	\$ -	\$ -
Core Spares						
			\$ -	\$ -	\$ -	\$ -
1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$ 4,200.00	\$ 3,612.00	\$ 3,612.00
1	CA01616AA	ADD: AC POWER	\$ -	\$ -	\$ -	\$ -
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY	\$ 6,000.00	\$ 6,000.00	\$ 5,160.00	\$ 5,160.00
1	CLN1856	2620-24 ETHERNET SWITCH	\$ 2,250.00	\$ 2,250.00	\$ 1,935.00	\$ 1,935.00
1	DLN6569	FRU: GCP 8000/GCM 8000	\$ 5,000.00	\$ 5,000.00	\$ 4,050.00	\$ 4,050.00
1	DLN6781	FRU POWER SUPPLY	\$ 2,200.00	\$ 2,200.00	\$ 1,782.00	\$ 1,782.00
1	DLN1338	FAN MODULE	\$ 206.00	\$ 206.00	\$ 166.86	\$ 166.86
			\$ -	\$ -	\$ -	\$ -
MCC7500 Dispatch Consoles - Police Dispatch						
			\$ -	\$ -	\$ -	\$ -
Monitors are not included - customer will be responsible for providing them in field						
			\$ -	\$ -	\$ -	\$ -
1	B1905	MCC 7500 ASTRO 25 SOFTWARE	\$ 250.00	\$ 250.00	\$ 202.50	\$ 202.50
7	B1933	MOTOROLA VOICE PROCESSOR MODULE	\$ 11,920.00	\$ 83,440.00	\$ 9,655.20	\$ 67,586.40
7	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	\$ 12,000.00	\$ 84,000.00	\$ 9,720.00	\$ 68,040.00
7	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION	\$ 3,000.00	\$ 21,000.00	\$ 2,430.00	\$ 17,010.00
7	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	\$ -	\$ -	\$ -	\$ -
7	TT2833	HP Z440 CERTIFIED WORKSTATION WINDOWS 7 64-BIT	\$ 2,950.00	\$ 20,650.00	\$ 2,655.00	\$ 18,585.00
7	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	\$ 50.00	\$ 350.00	\$ 43.00	\$ 301.00
7	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS	\$ 400.00	\$ 2,800.00	\$ 340.00	\$ 2,380.00

7/25/2016

NEWTON POLICE

#272-16 Total System

QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	ITT-57 UNIT COST	ITT-57 EXTENDED
28	B1912	MCC SERIES DESKTOP SPEAKER	\$ 450.00	\$ 12,600.00	\$ 364.50	\$ 10,206.00
7	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$ 1,750.00	\$ 202.50	\$ 1,417.50
7	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$ 1,400.00	\$ 162.00	\$ 1,134.00
7	RLN6099A	HDST MODULE BASE W/PTT, 25' CBL	\$ 242.00	\$ 1,694.00	\$ 166.98	\$ 1,168.86
0	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET	\$ 149.00	\$ -	\$ 126.65	\$ -
7	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	\$ 273.00	\$ 1,911.00	\$ 245.70	\$ 1,719.90
7	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 165.00	\$ 1,155.00	\$ 148.50	\$ 1,039.50
7	DDN1245	DUAL IRR SW USB HASP WITH LICENSE (VERSION 45)	\$ 2,648.00	\$ 18,536.00	\$ 2,144.88	\$ 15,014.16
7	DDN1118	PCI EXPRESS SOUND BLASTER X-FI XTREME AUDIO	\$ 169.00	\$ 1,183.00	\$ 136.89	\$ 958.23
			\$ -	\$ -	\$ -	\$ -
7	CDN6673	CREATIVE LABS INSPIRE A60 - IRR (INSTANT RECALL RECORDER)	\$ 46.00	\$ 322.00	\$ 41.40	\$ 289.80
		MCC7500 Dispatch Consoles - Fire Dispatch	\$ -	\$ -		
		Monitors are not included - customer will be responsible for providing them in field	\$ -	\$ -		
1	B1905	MCC 7500 ASTRO 25 SOFTWARE	\$ 250.00	\$ 250.00	\$ 202.50	\$ 202.50
4	B1933	MOTOROLA VOICE PROCESSOR MODULE	\$ 11,920.00	\$ 47,680.00	\$ 9,655.20	\$ 38,620.80
4	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	\$ 12,000.00	\$ 48,000.00	\$ 9,720.00	\$ 38,880.00
4	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION	\$ 3,000.00	\$ 12,000.00	\$ 2,430.00	\$ 9,720.00
4	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	\$ -	\$ -	\$ -	\$ -
4	TT2833	HP Z440 CERTIFIED WORKSTATION WINDOWS 7 64-BIT	\$ 2,950.00	\$ 11,800.00	\$ 2,655.00	\$ 10,620.00
4	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	\$ 50.00	\$ 200.00	\$ 43.00	\$ 172.00
4	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS	\$ 400.00	\$ 1,600.00	\$ 372.00	\$ 1,488.00
16	B1912	MCC SERIES DESKTOP SPEAKER	\$ 450.00	\$ 7,200.00	\$ 364.50	\$ 5,832.00
4	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$ 1,000.00	\$ 202.50	\$ 810.00
4	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$ 800.00	\$ 162.00	\$ 648.00
4	RLN6099A	HDST MODULE BASE W/PTT, 25' CBL	\$ 242.00	\$ 968.00	\$ 205.70	\$ 822.80
0	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET	\$ 149.00	\$ -	\$ 126.65	\$ -
4	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	\$ 273.00	\$ 1,092.00	\$ 245.70	\$ 982.80
4	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 165.00	\$ 660.00	\$ 148.50	\$ 594.00
4	DDN1245	DUAL IRR SW USB HASP WITH LICENSE (VERSION 45)	\$ 2,648.00	\$ 10,592.00	\$ 2,144.88	\$ 8,579.52
4	DDN1118	PCI EXPRESS SOUND BLASTER X-FI XTREME AUDIO	\$ 169.00	\$ 676.00	\$ 136.89	\$ 547.56
			\$ -	\$ -	\$ -	\$ -
4	CDN6673	CREATIVE LABS INSPIRE A60 - IRR (INSTANT RECALL RECORDER)	\$ 46.00	\$ 184.00	\$ 41.40	\$ 165.60
		MCN SERVER 8000 - COMPARATOR DISPLAY				
1	DDN1289	MCN SERVER 8000 SOFTWARE LICENSE 4	\$ 9,556.00	\$ 9,556.00	\$ 7,740.36	\$ 7,740.36
2	DDN1288	MCN SERVER 8000 SOFTWARE LICENSE 4 ADDITIONAL	\$ 2,100.00	\$ 4,200.00	\$ 1,701.00	\$ 3,402.00
2	DDN2123	HIB-IP 8002 NETWORK INTERFACE FOR MCN SERVER	\$ 3,066.00	\$ 6,132.00	\$ 2,483.46	\$ 4,966.92
2	Z491	POWER SUPPLY	\$ 69.00	\$ 138.00	\$ 55.89	\$ 111.78
2	Z550	PUNCH BLOCK	\$ 146.00	\$ 292.00	\$ 118.26	\$ 236.52
2	CDN6121	CIB COMPARATOR INTERFACE MODULE	\$ 962.00	\$ 1,924.00	\$ 817.70	\$ 1,635.40
2	CDN6116	POWER SUPPLY	\$ 66.00	\$ 132.00	\$ 56.10	\$ 112.20
1	CDN6112	RACK MOUNT - 4 UNITS	\$ 92.00	\$ 92.00	\$ 78.20	\$ 78.20
		AUX I/O	\$ -	\$ -	\$ -	\$ -

7/25/2016

NEWTON POLICE

#272-16 Total System

QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	ITT-57 UNIT COST	ITT-57 EXTENDED
		96 High Inputs and 48 Outputs				
1	F4543	SITE MANAGER BASIC	\$ -	\$ -	\$ -	\$ -
1	VA00212	SDM3000 MCC 7500 AUX IO F/W FOR A7.13	\$ 1,855.00	\$ 1,855.00	\$ 1,669.50	\$ 1,669.50
1	V266	ADD: 90VAC TO 260VAC PS TO SM	\$ 175.00	\$ 175.00	\$ 157.50	\$ 157.50
1	V266	ADD: 90VAC TO 260VAC PS TO SM	\$ 120.00	\$ 120.00	\$ 108.00	\$ 108.00
3	V592	AAD TERM BLCK & CONN WI	\$ 90.00	\$ 270.00	\$ 81.00	\$ 243.00
2	F4547	SM IO EXPANSION BASIC	\$ 900.00	\$ 1,800.00	\$ 810.00	\$ 1,620.00
2	V266	ADD: 90VAC TO 260VAC PS TO SM	\$ 120.00	\$ 240.00	\$ 108.00	\$ 216.00
6	V592	AAD TERM BLCK & CONN WI	\$ 90.00	\$ 540.00	\$ 81.00	\$ 486.00
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
		ADDITIONAL HARDWARE	\$ -	\$ -	\$ -	\$ -
12	BLN6884	PUNCH BLOCK	\$ 217.00	\$ 2,604.00	\$ 175.77	\$ 2,109.24
4	DSGS1209436114	GROUND STRAP 1/2 X 094 X 36 1-HOLE 1/4 IN LUG	\$ 35.00	\$ 140.00	\$ 32.55	\$ 130.20
4	DSGS1209424114	GROUND STRAP 1/2X094X24 1-HOLE 1/4	\$ 25.00	\$ 100.00	\$ 23.25	\$ 93.00
12	DSCS46B	1/4-20 X 3/4 HHCS BRONZE	\$ 0.80	\$ 9.60	\$ 0.74	\$ 8.93
12	DSN420S	1/4-20 HEX NUT 18-8 SS (SOLD INDIVIDUALLY)	\$ 0.15	\$ 1.80	\$ 0.14	\$ 1.67
12	DSLW4S	1/4 LOCK WASHER 18-8 SS (SOLD INDIVIDUALLY)	\$ 0.10	\$ 1.20	\$ 0.09	\$ 1.12
2	DSRGBVKIT145872A	1/4X5/8X72 RACK GRD BAR KIT VERTICAL	\$ 120.00	\$ 240.00	\$ 111.60	\$ 223.20
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
		MKM7000	\$ -	\$ -	\$ -	\$ -
1	BVN1013	MKM 7000 Console Alias Manager Soft	\$ 250.00	\$ 250.00	\$ 202.50	\$ 202.50
1	TT2833	HP Z440 CERTIFIED WORKSTATION WINDOWS 7 64-BIT	\$ 2,950.00	\$ 2,950.00	\$ 2,507.50	\$ 2,507.50
1	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 165.00	\$ 165.00	\$ 140.25	\$ 140.25
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	\$ 50.00	\$ 50.00	\$ 42.50	\$ 42.50
1	DDN9748	19 INCH BLACK SHELF	\$ 249.00	\$ 249.00	\$ 231.57	\$ 231.57
			\$ -	\$ -	\$ -	\$ -
1	DSC15808NCKIT	8 PORT LCD KVM 8 USB-PS 2 COMBO CABLES	\$ 3,900.00	\$ 3,900.00	\$ 3,315.00	\$ 3,315.00
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
		UPS / Added per DDR	\$ -	\$ -	\$ -	\$ -
		UPS for K Core rack - 5 minute run time/ per MR's input / 2 RU	\$ -	\$ -	\$ -	\$ -
1	DS9130R1800N006	UPS, 9130 RACKMT, 2KVA/1.8KW, 6 MINS RUNTIME	\$ 2,560.00	\$ 2,560.00	\$ 2,380.80	\$ 2,380.80
			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
		Console Spares	\$ -	\$ -	\$ -	\$ -
1	B1912	MCC SERIES DESKTOP SPEAKER	\$ 450.00	\$ 450.00	\$ 364.50	\$ 364.50
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$ 250.00	\$ 202.50	\$ 202.50
1	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$ 200.00	\$ 162.00	\$ 162.00
1	TT2833	HP Z440 CERTIFIED WORKSTATION WINDOWS 7 64-BIT	\$ 2,950.00	\$ 2,950.00	\$ 2,655.00	\$ 2,655.00
1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU	\$ 11,830.00	\$ 11,830.00	\$ 9,582.30	\$ 9,582.30
			\$ -	\$ -	\$ -	\$ -
		FRU POWER SUPPLY/CORD AND DC CABLE/ Added per DDR	\$ -	\$ -	\$ -	\$ -
1	01009513002	PWR SPLY 108W AC INP 12VDC OUT W18	\$ 150.00	\$ 150.00	\$ 121.50	\$ 121.50
1	3082933N08	GR500 AC POWER CORD	\$ 16.00	\$ 16.00	\$ 11.04	\$ 11.04
1	30009351001	DC CABLE ASSY	\$ 32.00	\$ 32.00	\$ 25.92	\$ 25.92

Motorola, Inc.

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7/25/2016

NEWTON POLICE

#272-16 Total System

QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	ITT-57 UNIT COST	ITT-57 EXTENDED
1	CLN1856	2620-24 ETHERNET SWITCH	\$ -	\$ -	\$ -	\$ 1,935.00
1	SVC-209	MOTOROLA SERVICES WHICH INCLUDES CCSI FACTORY STAGING, R56 AUDIT, ST SERVICES FOR OPTIMIZATION AND ONE YEAR 24 X 7 WARRANTY WRAP.	\$ 2,250.00	\$ 2,250.00	\$ 1,935.00	\$ 1,935.00
		<u>NEWTON POLICE SYSTEM ASSUMPTIONS:</u>				
		K2 Core System				
		11 MCC7500 OP's (7 POSITIONS FOR POLICE & 4 POSITIONS FOR FIRE)				
		26 analog resources / dual RX boards counted as 2 BIMS				
		96 High Inputs and 48 Outputs				
		No encryption				
		Logger not required / existing analog logger				
		Netclock not required				
		UPSs not required				
		Furniture not required				
						Total
						\$ 658,069

Intent to Cancel Memo

11/23/2010

CENTRACOM GOLD SERIES PRODUCT FAMILY
Intent to Cancel

Product Information:

CENTRACOM GOLD SERIES Product Family Cancellation – All Models & Options

Models & Options Impacted:

- All CENTRACOM Gold Series operator position software, hardware, and accessories
 - Includes the Console Interface Electronics (CIE)
- Central Electronics Bank (CEB)
- Ambassador Electronics Bank (AEB)

Orders for the CENTRACOM GOLD SERIES Product Family will be accepted per the below schedule:

Last Order Date: 9/30/2011
Last Ship Date: 12/31/2011

Last date for CENTRACOM GOLD SERIES Add-on console positions & CEBs for SMARTNET and SmartZone systems was December 2009. Orders for Consoles for these legacy systems will not be accepted.

Replacement Product:

The CENTRACOM GOLD SERIES console has been replaced by the MCC 7500 console.

Regional Impact:

The CENTRACOM GOLD SERIES Product Family cancellation is effective in ALL regions (North America, Latin America, Asia Pacific, Europe, Middle East, Africa, and Israel) where product models and corresponding hardware options and accessories are sold.

Systems Impact:

The CENTRACOM GOLD SERIES Product Family supports all of the systems listed below. ASTRO 25 and SmartX customers planning to use their CENTRACOM GOLD SERIES systems beyond the cancellation date will need to place all orders for CENTRACOM GOLD SERIES products prior to Last Order Date of 9/31/2011 stated above. The replacement products for each system type are listed below.

Intent to Cancel Memo

11/23/2010

- SMARTNET/SmartZone – MCC 7500 console with an ASTRO 25 core can provide a wireline interface for SN/SZ systems via the SmartX site converter. The MCC 5500 console and MIP 5000 console can provide wireless interfaces for these legacy 3600 systems.
- Analog Conventional – The MCC 7500, MCC 5500 and MIP 5000 consoles all support Analog Conventional interfaces.
- Conventional ASTRO 3.0/3.1 - The MCC 5500 console provides a wireline interface to Conventional ASTRO 3.0/3.1 with ACIM signaling to the DIU. The MIP 5000 console provides a wireless interface using control stations to this system. The MCC 7500 console provides a wireline interface to Conventional ASTRO 3.0/3.1 channels via a V.24 link to the channel.
- ASTRO 25 Trunking – MCC 7500 provides wireline connectivity to ASTRO 25 Trunking systems. The MCC 5500 and MIP 5000 consoles can provide wireless interface to ASTRO 25 systems via control stations.

Service Impact:

Commercially reasonable efforts will be made to provide aftermarket product support via the Customer Fulfillment Center for up to 7 years as follows:

Last Ship Date: 12/31/2011
Aftermarket Product Support End Date: 12/31/2018

Contacts:

For CENTRACOM GOLD SERIES product specific implications of this cancellation:

David Burton

david.burton@motorolasolutions.com

847.576.3603

For SMARTNET/SmartZone System implications of this cancellation:

Scott Segin

Scott.Segin@motorolasolutions.com

847.576.9065

For service / support related implications of this cancellation:

Customer Fulfillment Center

800.422.4210



SETTI D. WARREN
MAYOR

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Office of the Mayor

#269-16

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August 1, 2016

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 \$800,000 from Acct # 0110498-5197 FY17 Budget Wage Reserve to fund the FY15 and FY16 retroactive payments of the recently negotiated contract with the Newton Patrolman's Association, as well as FY17 current year adjustments.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

RECEIVED
Newton City Hall
2016 AUG - 1 PM 4: 19
David A. Olson, City
Newton, MA 02459

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE



**City of Newton, Massachusetts
Office of the Mayor**

SETTI D. WARREN
MAYOR

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September 8, 2016

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

RECEIVED
NEWTON CITY CLERK
2016 SEP -8 PM 2:28
DAVID A. OLSON, CLERK
NEWTON, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council amend *Docket Item #269-16 HIS HONOR THE MAYOR requesting authorization to transfer the sum of eight hundred thousand dollars (\$800,000) from Fiscal Year 2017 Wage Reserve to fund the Fiscal Year 2015 and Fiscal year 2016 retroactive payments of the recently negotiated contract with the Newton Patrolman's Association, as well as Fiscal Year 2017 current year adjustments by adding the following:*

“And to appropriate the sum of \$250,000 from June 30, 2016 Certified Free Cash to Acct # 0120101-511001 Police Department Full Time Salaries to provide additional funding for the contract.”

Annual costs are as follows:

FY15	\$ 109,263.64	1.5% ACROSS THE BOARD
FY16	\$ 326,208.11	2%, EQUALIZE STEPS 7 AND 8 AT 4%, LONGEVITY INCREASE
FY17	\$ 623,025.36	3.5% INCREASE ABOVE THAT FOR FY16
	\$ 1,058,497.11	

A copy of the MOA is attached. Thank you for your consideration of this matter.

Very truly yours,

Setti D. Warren
Mayor

COPY

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF NEWTON
AND
NEWTON POLICE ASSOCIATION
SUCCESSOR CONTRACTS¹**

The City of Newton (City) and the Newton Police Association (Association) agree to the following terms of two collective bargaining agreements (Successor CBA's) to succeed the collective bargaining agreement (predecessor CBA) dated July 1, 2011 to June 30, 2014. The first Successor CBA shall be from July 1, 2014 through June 30, 2015 and the second Successor CBA shall be from July 1, 2015 through June 30, 2018. The Successor CBAs are subject to ratification by the Association membership and a funding vote by the Newton City Council. The Association will recommend and otherwise support ratification by its members and the City will recommend and otherwise support funding by the City Council.

A. First Successor CBA

1. Article XX, Wages shall be amended at Section 20.01 to read:

~~20.01 — Salary rates at all steps shall be increased by one percent (1%) across the board effective July 1, 2011, as reflected at Appendix A. Upon implementation of the health changes to be effective August 1, 2011 all employees will receive a lump sum payment of seven hundred dollars (\$700). Salary step advancement for employees with an anniversary date on any day from July 1, 2011 — December 31, 2011, who are eligible for step advancement on such anniversary date, shall be delayed until January 1, 2012, at which time each such eligible employee shall advance one step, and January 1st shall become those employees' new anniversary date for future step advancement. Salary step advancement for employees with an anniversary date from January 1, 2012 — June 30, 2012, who are eligible for step advancement on such anniversary date, shall advance one step on that date and shall retain that date as their anniversary date for future step advancement.~~

~~(b) — Effective July 1, 2012, seven hundred dollars (\$700) shall be added to each step of the salary scale across the board. Thereafter, also on July 1, 2012, all salary steps shall be increased by an additional one and one half percent (1½ %) across the board, as reflected in Appendix A.~~

¹ Additions to the text of the contract are reflected by **bold type**. Deletions are reflected by ~~strikethroughs~~.

~~(c) — Effective July 1, 2013, all salary steps shall be increased by an additional one and one half percent (1½ %) across the board.~~

~~(d) — Effective June 30, 2014, the then current salary scale will be replaced by a new step scale as set forth below and at Appendix A.~~

~~Current Scale²~~

~~1 — 2 — 3 — 4~~

~~906 — 971 — 1036 — 1055~~

~~New Scale³~~

~~1 — 2 — 3 — 4 — 5 — 6 — 7 — 8~~

~~906 — 942 — 980 — 1019 — 1060 — 1102 — 1135 — 1164~~

~~(e) — Slotting onto the new scale shall occur as follows:~~

~~—— Officers newly hired on or after June 30, 2014 shall be hired at Step 1 of the new scale and shall move from step to step on their anniversary date in each succeeding year until they have reached the top step.~~

~~—— On January 1, 2015 officers hired prior to July 1, 2014, who are at Steps 1 through 3 and who have a normal anniversary date between July 1st and December 31,st will move to the step on the new scale that provides an increase in pay and will move to the next step on January 1st in each succeeding year until they reach the top step. Officers hired prior to July 1, 2014, who are at Steps 1 through 3 and who have a normal anniversary date between January 1st and June 30,th will move to the next step that provides an increase in pay on their normal anniversary date between January 1, 2015 and June 30, 2015 and will move to the next step on their normal anniversary date in each succeeding year until they reach the top step.~~

~~—— Officers who have been at Step 4 for at least one year and who have 25 years or more of service as of June 30, 2014 will move to Step 6 of the new scale on July 1, 2014, and will move to the next step on July 1st of each succeeding year until they reach the top step. Officers who have been at Step 4 for at least one year and who have between 15 and 25 years of service as of June 30, 2014 will move to Step 6 on October 1, 2014, and will move to the next step on October 1st of each succeeding year until they reach the top step.~~

² As adjusted by the increases provided in subsections 2(a) to 2(c).

³ Steps 1 — 6 are 4% steps; Step 7 is a 3% step; and Step 8 is a 2.5% step.

~~All other officers who have been at Step 4 for at least one year as of June 30, 2014 will move to Step 6 on January 1, 2015 and will move to each succeeding step annually on January 1st of each succeeding year until they reach the top step.~~

~~Officers who have been at Step 4 for less than one year as of June 30, 2014 shall move to Step 6 on the anniversary of the date they moved to Step 4, or January 1, 2015, whichever is later, and shall move from step to step each year thereafter on the anniversary date of their move to Step 6 until they reach the top step.~~

20.01. All bargaining unit salaries at each step of the salary scale as of June 30, 2014 shall be increased by one and one-half percent (1.5%) effective and retroactive to July 1, 2014. The salary scale resulting from this increase is set forth in Attachment A hereto. Anniversary dates for step movement during this year and each year thereafter shall be by the anniversary dates established in the Predecessor CBA. (i.e., July 1st for officers with 25 or more years of service as of July 1st; October 1st for officers with from 15 to 25 years of service as of July 1st; January 1st for officers with fewer than 15 years of service as of July 1st, and the first anniversary of the date of hire for officers hired after July 1, 2014.

2. Article XXXVI, Duration, shall be amended to read:

36.01 This AGREEMENT is effective from July 1, ~~2011~~ **2014** for a period ending June 30, ~~2014~~ **2015** and shall remain in effect from year to year hereafter unless either party hereto, desiring to terminate or amend any provisions of this Contract, sends written notice to the same no later than one hundred twenty (120) days prior to the termination date hereof or any succeeding anniversary date.

36.02 In any event, if sixty (60) days prior to June 30, ~~2014~~ **2015**, the UNION has given notice to the City that it intends to renegotiate a new agreement, then the terms and conditions of this AGREEMENT will continue in full force and effect during the negotiation process of that new AGREEMENT. ~~If for any reason this AGREEMENT cannot be so extended, then the parties agree that on or before June 30, 2014 they shall execute a Bridge Agreement extending all terms and conditions of the AGREEMENT in effect during negotiations for a new AGREEMENT.~~

3. All other terms and conditions of the Predecessor CBA shall be incorporated into the first Successor CBA without change.

B. Second Successor CBA

1. Article IV, Special Leave, shall be amended at Section 4.07, Use of Special Leave to Attend Ill Member of Family, to read,

4.07 - Every member of the UNION as set forth in Article I shall be entitled to use Special Leave to the extent of fifteen (15) days per year during required absence from work because of the illness of the employee's spouse, **significant other (defined as one who stands in the place of a spouse and resides with the employee)**, children or parents residing in the same household of the employee. If the employee has children of a prior marriage, or blood relative parents who do not reside in the same household, he/she will when reporting off duty, inform the Department at which address and telephone he/she will be located because of his/her required absence from work.

3. Article IVA, Bereavement Leave, shall be amended at Section to read:
4A.01 An employee shall be entitled to paid bereavement leave during absence from work for a period not exceeding five (5) days due to the death of a parent, step-parent, husband, wife, child, step-child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, or sister-in-law **or significant other (defined as one who stands in the place of a spouse and resides with the employee)**. Every absence shall be approved and certified by the Chief of Police.

4. Article VI, Paid Details and Overtime Assignments, shall be amended at Section 6.10 to read:

6.10 Police detail assignments shall be made only when the person, firm, corporation, group or government agency has agreed to pay the applicable rate. The hourly rate of pay for police detail assignments, except for regular City details, shall be ~~\$40.00; effective thirty days after the ratification of this Agreement the hourly rate for police detail assignments, except for regular City details, shall be \$45.00.~~ **Effective thirty days after ratification of this Memorandum of Agreement, this rate shall be increased to \$50.** The rates per hour as set forth herein shall, in addition, include a surcharge of 10%, in compliance with Mass. General Law Chapter 44, s. 53C. For all details, except City details, the detail rate for weekends, last-half tours or holidays shall be increased by \$5.00 over the regular rate in addition to the surcharge. The regular detail rate for all City details shall be \$36.00 per hour **until thirty days after ratification at which time it shall be increased to \$40 per hour.** Each officer shall be guaranteed four hours (4) of pay at the applicable detail rate for every detail lasting four hours or fewer, and eight hours of pay at the applicable detail rate for every detail lasting more than four but fewer than eight hours. All hours worked after eight hours on any one detail shall be paid

on the basis of one hour of pay for each hour or portion thereof worked. Sergeants, Lieutenants, and Captains performing details in a non-supervisory capacity shall receive the applicable police officer's rate therefor. When they perform details in a supervisory capacity, they shall receive the applicable superior officer's rate.

5. Article VI, Paid Details and Overtime Assignments, shall be amended at Section 6.02 to read:

6.02 Officers who are working paid details shall do so on their off duty time or at any time when they are not scheduled to work in the Police Department or to attend as a witness or complainant in the courts. **Once an officer accepts or is assigned to shift overtime, he/she shall not opt out to accept a paid detail unless he/she opts out three hours or more prior to the scheduled start time of the overtime assignment.**

6. Article VI, Paid Details and Overtime Assignments, shall be amended at Section 6.05 to read:

6.05 All assignments to Police details shall be under the supervision of the Captain of the Uniformed Branch and responsible to the Chief of Police. All details will be distributed fairly and equitably as to the number of details and compensation therefor. So far as practicable, details shall be fairly and equitably distributed on a continuing monthly basis.

Where a Police Officer refuses a detail, said detail shall be included as having been worked for the purposes of the above-described distribution. Employees shall be given all reasonable advance notice possible of detailed assignments.

In the event of a good faith error in the assignment of a detail by the Police Department, officers shall be afforded compensatory hours equal to the hours of the missed detail up to a maximum of eight (8) compensatory hours. If an officer works a detail or overtime shift for the same number of hours at the same detail rate and in the same shift as the missed detail shift, that will be deemed to satisfy the City's obligation under this paragraph. If an officer works a detail or OT shift during the same hours of the missed detail shift that consists of fewer hours or a lesser rate of pay than the hours or rate of pay for the missed detail shift, he/she shall be paid the difference in pay between the two details in compensatory time. The conversion of detail time to compensatory time for purposes of this provision shall be on an hour for hour basis.

7. Article VIII, Emergency Leave, shall be amended by re-titling it Shift Exchange, deleting the existing language, and substituting the bolded language below.

~~8.01 Each employee may, at the sole discretion of the Chief of Police, or his designee, be granted emergency leave with pay for a day on which he/she is able to secure another employee equal in rank and specialty to work in his/her place, said emergency leave to be for an unusual occurrence or for some purpose not in the normal course of events. This leave may be allowed provided:~~

~~(a) — Such substitution does not impose any additional cost on the CITY with regard to salaries or payment of wages.~~

~~(b) — The Officer in charge of the shift in which the substitution shall take place be notified one (1) day prior to its becoming effective except in the case of emergency, notification may be made on a shorter term.~~

~~(c) — The CITY shall not be responsible for enforcing any agreements among the employees under this Article and if said substitute shall fail to fulfill his/her agreement the regularly scheduled assigned employee shall not be compensated for that shift.~~

~~(d) — The above emergency leave shall be processed by the card system now in use.~~

~~(e) — A person who desires an advance day off shall request same at least four (4) days prior to the day requested to the Officer in charge of his/her Platoon, or, in the case of a night relief man, the Officer in charge at the time he/she makes such request. The Officer in charge will determine if the Officer can be allowed the day off or so inform him/her as soon as possible after request subject to the approval of the Captain in charge of the Uniformed Branch. Provided, however, that the employee agrees that he/she will make the day up and will do so within thirty (30) days from the date that he/she is granted the day off or after thirty (30) days, subject to the needs of the Department. In the case of employees of the Detective Division, Traffic Youth and Special Services Divisions, the approval and steps mentioned above will be directed to the Division Commander with notification to the Uniformed Commander for recording on master sheets.~~

**ARTICLE VIII
SHIFT EXCHANGE**

8.01 Each employee may, at the sole discretion of the Chief of Police, or his/her designee, be granted leave with pay for a day on which he/she is able to secure another employee equal in rank and specialty to work in his/her place, subject to the following:

(a) Employees may be granted three (3) such exchanges in any one month, with a maximum of fifteen (15) exchanges per each calendar year.

For the purposes of this limitation, an exchange is charged to each employee during the month in which the shift is initially worked by one employee. There is no charge when the shift is paid back by the other employee.

(b) The exchange does not impose any additional cost on the CITY with regard to salaries or payment of wages.

(c) The Officer in charge of the shift in which the exchange shall take place be notified one (1) day prior to its becoming effective except in the case of emergency, notification may be made on a shorter term.

(d) Once a shift exchange has been authorized, each officer in the exchange will be responsible for their attendance on the shift they agreed to cover. If either officer fails to fulfill their own reporting responsibility, the officer who failed to report to the shift will be assigned another shift to be paid back to the Police Department at the discretion of the Chief of Police or his designee. Any officer who does not report for duty is subject to provisions of the Newton Police Code of Conduct.

(e) The exchange shall be paid back by the officer requesting the exchange within one month from the date the shift is worked. A longer payback period may be granted by the Chief of Police or his designee, when provided with documentation explaining the exceptional circumstances for the extension. No open-ended exchange will be granted by the City without approval of the Chief of Police or his/her designee.

(f) Notwithstanding the preceding paragraph, the CITY shall not be responsible for enforcing any agreements among the employees under this Article and if said exchange shall fail to fulfill his/her agreement the regularly scheduled assigned employee shall not be compensated for that shift. However, the failure by an employee to pay back an exchange in accordance with the terms of the preceding paragraph may result in the Police Chief or his designee denying any future request for an exchange made by that employee until the days in question have been paid back.

(g) Additional exchanges may be granted for emergency, unusual occurrence, or for a purpose not in the normal course of events at the sole discretion of the Chief of Police or his/her designee.

(h) The exchange shall be processed by the card system and emergency leave form.

(e) (i) A person who desires an advance day off shall request same at least four (4) days prior to the day requested to the Officer in charge of his/her

Platoon, or, in the case of a night relief man, the Officer in charge at the time he/she makes such request. The Officer in charge will determine if the Officer can be allowed the day off or so inform him/her as soon as possible after request subject to the approval of the Captain in charge of the Uniformed Branch. Provided, however, that the employee agrees that he/she will make the day up and will do so within thirty (30) days from the date that he/she is granted the day off or after thirty (30) days, subject to the needs of the Department. In the case of employees of the Detective Division, Traffic-Youth and Special Services Divisions, the approval and steps mentioned above will be directed to the Division Commander. ~~with notification to the Uniformed Commander for recording on master sheets.~~

8. Article XX, Wages, shall be amended at Section 20.01 by adding:

(a) All bargaining unit salaries at each step of the salary scale in effect on June 30, 2015 shall be increased by two percent (2%) effective and retroactive to July 1, 2015. The increments between all steps in the salary scale after this two percent (2%) increase shall then be equalized at four percent (4%). The salary scale resulting from this two percent increase and the equalization of step increments at four percent is set forth in Attachment A hereto.

(b) All bargaining unit salaries at each step of the salary scale in effect on June 30, 2016 shall be increased by three and one-half percent (3.5%) effective (and, if not funded until after July 1, 2016 retroactive to) July 1, 2016. The salary scale resulting from this increase is set forth in Attachment A hereto.

(c) All bargaining unit salaries at each step of the salary scale in effect on June 30, 2017 shall be increased by three and one-half percent (3.5%) effective July 1, 2017. The salary scale resulting from this increase is set forth in Attachment A hereto.

9. Article XX, Wages, shall be further amended at Section 20.07, Longevity to read:

20.07 Longevity - Any full time employee covered by this Agreement who shall have completed the following requisite number of years of continuous employment with the CITY by June 1st of any year shall be entitled to receive an annual non-cumulative longevity payment in the following specified amounts for that calendar year:

~~Effective July 1, 2011~~

~~_____ Years of Continuous Employment _____ Longevity Pay~~

10 - 14 years	\$650
15 - 19 years	\$750
20 - 24 years	\$1100
25 + years	\$1300

Effective July 1, 2012

<u>Years of Continuous Employment</u>	<u>Longevity Pay</u>
10 - 14 years	\$650
15 - 19 years	\$800
20 - 24 years	\$1500
25 + years	\$2000

Effective July 1, 2013

<u>Years of Continuous Employment</u>	<u>Longevity Pay</u>
10 - 14 years	\$650
15 - 19 years	\$800
20 - 24 years	\$2000
25 + years	\$2500

In return for the foregoing increases in longevity pay, effective July 1, 2011 the Exceptional Service Recognition Plan at Article XXVII will be eliminated, except that employees presently participating in that Plan will be grandfathered until they have finished the three year program. No other employees will be added to the Plan for FY12 or thereafter.

Effective and retroactive to July 1, 2015

<u>Years of Continuous Service</u>	<u>Longevity Pay</u>
5-9 Years	1.0% of base pay
10-14 Years	1.5% of base pay
15-19 Years	2.0% of base pay
20-24 Years	3.5% of base pay
25+ Years	4.5% of base pay

10. New Article XXXVI, entitled Residency Allowance, shall be added to the collective bargaining agreement to read:

Effective July 1, 2016, within nine (9) months of employment by the City, a police officer must reside within the City of Newton or at any other place in the Commonwealth that is within thirty-five (35) miles of the perimeter of the City of Newton, except that all officers within the Association's bargaining unit employed by the City prior to July 1, 2016 shall be exempt from this provision.

11. Article XXXVI, Duration, **shall be renumbered as Article XXXVII**, and amended to read:

36.01 This AGREEMENT is effective from July 1, ~~2014~~ **2015** for a period ending June 30, ~~2014~~ **2018** and shall remain in effect from year to year hereafter unless either party hereto, desiring to terminate or amend any provisions of this Contract, sends written notice to the same no later than one hundred twenty (120) days prior to the termination date hereof or any succeeding anniversary date.

36.02 In any event, if sixty (60) days prior to June 30, ~~2014~~ **2018**, the UNION has given notice to the City that it intends to renegotiate a new agreement, then the terms and conditions of this AGREEMENT will continue in full force and effect during the negotiation process of that new AGREEMENT.

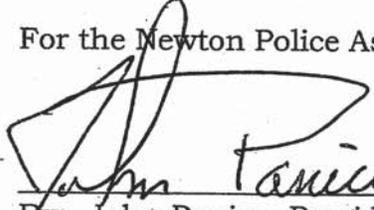
12. All other terms and conditions of the First Successor CBA shall be incorporated into the Second Successor CBA without change.

13. The parties agree to execution a memorandum of agreement regarding the use of compensatory time off in the Department by employees, in the form set forth in Attachment B.

For the City of Newton


By: Maureen Lemieux, CFO
Dated: 8/4/16

For the Newton Police Association


By: John Panica, President
Dated: 08/04/16


By: David L. MacDonald,
Police Chief

Dated: _____

ATTACHMENT A**June 30, 2014**

Grade	1	2	3	4	5	6	7	8
	\$47,112	\$48,984	\$50,960	\$52,988	\$55,120	\$57,304	\$59,020	\$60,528

July 1, 2014 - 1.5% Increase

Grade	1	2	3	4	5	6	7	8
	\$47,819	\$49,719	\$51,724	\$53,783	\$55,947	\$58,164	\$59,905	\$61,436

July 1, 2015 - 2% Increase & Equalize Steps at 4%

Grade	1	2	3	4	5	6	7	8
	\$48,775	\$50,726	\$52,755	\$54,865	\$57,060	\$59,342	\$61,716	\$64,185

July 1, 2016 - 3.5% Increase

Grade	1	2	3	4	5	6	7	8
	\$50,482	\$52,501	\$54,602	\$56,786	\$59,057	\$61,419	\$63,876	\$66,431

July 1, 2017 - 3.5% Increase

Grade	1	2	3	4	5	6	7	8
	\$52,249	\$54,339	\$56,513	\$58,773	\$61,124	\$63,569	\$66,112	\$68,756

ATTACHMENT B

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF NEWTON
AND THE
NEWTON POLICE ASSOCIATION**

This Memorandum of Agreement ("MOA") is made by and between the City of Newton, by and through its Police Department, and the Newton Police Association (NPA), regarding the use of compensatory time off (comp time) in the Newton Police Department (the "Department"). Both parties to this MOA agree to and support the following:

1. Governing Agreement.

- (a) This MOA amends Appendix A of the 2002 settlement of Babcock v. City of Newton, C.A. 00CV129RCL, "2002 Comp Time Agreement." Accordingly any provision in the 2002 Comp Time Agreement that is inconsistent with this MOA is superseded by this MOA. In addition, all prior amendments of 2002 Comp Time Agreement are extinguished; the terms and conditions for comp time are governed solely by the 2002 Comp Time Agreement, as amended by this MOA. This MOA shall take effect on July 1, 2016.
- (b) The 2006 Vacation Agreement dated October 10, 2006, settlement of LRC Case No. MUP-03-3907 ("2006 Vacation Agreement) supersedes any terms of the 2002 Comp Time Agreement, as amended herein, as relates to the administration of vacation. Accordingly, among other things, the following sentence from the 2002 Comp Time Agreement is superseded by the 2006 Vacation Agreement: Part B, paragraph 5(a), "If granting the request brings the staffing to the level to the minimum, then subsequent requests for vacation or personal days during that shift may be denied, in the discretion of the shift commander."

2. Comp Time General Rules.

- (a) Comp time requests require one (1) hour prior notice when the Department is at minimum staffing. Shorter request when above minimum staffing shall be granted, unless operational demands do not allow for the processing of the request.
- (b) The 18-hour maximum work hour rule is in effect for comp time per General Order 217.
- (c) The 4-hour minimum call in provision of Section 7.05 of the CBA does not apply when comp is used in less than 4-hour increments, and the Department must call for an overtime to meet minimum staffing.
- (d) There shall be no forced overtime assignment for comp time.
- (e) Comp requests for 8 hour increments will be accepted 2 months prior to date of request. The request will be processed by seniority one month prior to the date requested. (i.e., requesting December 20, request would be accepted on October 20 and processed by seniority on November 20th).

- (f) Comp time may be taken in 1-hour increments.
- (g) Comp time submissions under one month notice shall be processed by first come first serve method. Simultaneous submissions will be processed by seniority.
- (h) Comp time requests to leave early from a shift, will be held for one hour from the start of the shift. The request(s) will then be processed by seniority to allow for fair and equitable processing of comp requests.
- (i) Comp time requests should not be unreasonably denied, however the use of comp time cannot unduly disrupt the operations of the Department.
- (j) Unless the use of comp time will unduly disrupt the Department, the Department may not rescind a request for comp time once it is granted.
- (k) Undue disruption means imposing an unreasonable burden on the Department's ability to provide services to the public, such as falling below minimum staffing on a shift. It does not mean having to pay overtime to back-fill a vacancy caused by the use of comp time. No approved 8 hour comp request will be rescinded to accommodate any other type of leave.
- (l) Comp time rules are for any position in the department that are subject to minimum staffing requirement.
- (m) These rules are in effect with the exception of the seven Holiday/Special event days which are outlined on page eight of this MOA.

3. Comp time requests 8-hour increments - above minimum staffing.

- (a) Above minimum staffing from two months to one month notice.

Comp time requests shall be granted one month prior to the requested date by seniority.

OIC shall notify officer as soon as possible.

Scenario: An officer requests on June 17 to take 8 hours of comp on August 17. The OIC checks the sheets on July 17 and the staffing is above minimum staffing.

3.A. applies as an 8 hour request, more than one month up to two month notice, above minimum staffing. The OIC will process one month prior to date requested by seniority.

- (b) Above minimum staffing with less than one month notice and more than one hour notice prior to the start of the shift.

Comp time requests shall be granted on a first come first serve basis. Simultaneous requests will be processed by seniority.

OIC shall notify officer as soon as possible.

Scenario: On Monday an officer requests to take 8 hours of comp on Tuesday. The OIC checks the sheets and the staffing is above minimum staffing.

3.B. applies as an 8 hour request, less than one month but more than one hour in advance, above minimum staffing.

(c) Above minimum staffing with 1-hour or less prior to the start of the shift.

Comp time requests shall be granted, unless operational demands do not allow for the processing of the request. As an example an officer is seeking to take the shift off with less than an hour notice and a major event such as a bank robbery is going on. The OIC is not required to stop operational needs of the department to process the comp request. The request can be processed when operational needs have been satisfied.

OIC shall notify officer as soon as possible.

Scenario: An officer requests to take 8 hours of comp 15 minutes before the start of their shift. The OIC checks the sheets and staffing is above minimum.

3.C. applies as staffing is above minimum. The OIC is not required to stop operational needs of the department to process the comp request. The request can be processed when operational needs have been satisfied. If staffing was below minimum, the request would be denied.

4. Comp time requests eight (8) hour increments - minimum staffing or below.

(a) Minimum staffing or below from two months to one month notice.

The OIC will send the request to the detail office to be filled one month prior to the date of request.

The detail officer will attempt to fill the request using the polling rules in section 7.

Scenario: An officer requests on June 17 to take 8 hours of comp on July 17. The OIC checks the sheets and staffing is at minimum or below.

4. A. applies as an 8 hour request, more than one month and less than two months' notice, minimum staffing or below.

(b) Minimum staffing or below, less than one month notice and more than one hour notice prior to the start of the shift.

OIC sends request to detail/WN officer to be filled as soon as possible.

The detail officer will attempt to fill the request using the polling rules in section 7.

Scenario: An officer requests on Monday to take 8 hours of comp on Tuesday. The OIC checks the sheets and staffing is at minimum or below.

4.B. applies as an 8-hour request, less than one month notice but more than 1 hour min. staffing or below.

- (c) Minimum staffing or below, less than 1-hour notice to the start of the shift.

The comp request shall be denied.

Scenario: 15 minutes before the shift, an officer requests to take 8 hours of comp and they have a qualified volunteer.

4. C. applies, the request is denied. Less than 1-hour notice, does not allow for fair and equitable distribution of overtime.

5. Comp time requests of less than 8-hour increments (must be in 1-hour increments, i.e. 1-7 hours).

Requests to come in late for a shift.

Request of less than 8 hours cannot be guaranteed until 1 hour prior to the beginning of the shift being requested to determine staffing levels. Officers can ensure their time off with a qualified volunteer willing to work the amount of hours requested if the shift falls below minimum staffing levels. However, polling for replacement will take precedent over the volunteer, if time permits. When it is learned the shift for the comp requested is at or below minimum staffing level, The OIC will send the comp request to the Detail/WN officer to be filled by the appropriate polling measures in section 7. There is no recourse for a remedy (no grievance) if the department fails to poll for a request to come in late.

- (i) One hour prior to the beginning of the shift requested, the Officer requesting the comp time will call the OIC to ensure staffing levels are above minimum. If the staffing level is above minimum staffing the request shall be granted.
- (ii) If the shift has fallen to the minimum or below staffing levels, the officer requesting the time off will be responsible for notifying the qualified volunteer of the responsibility to report for the shift. The qualified volunteer must notify the OIC they will report for duty before the comp request is granted.
- (iii) The request will be granted once the OIC gets confirmation from the qualified volunteer they are reporting for duty.

(a) From two months to one month notice, less than 8-hour increment.

The request will be processed one month prior based on seniority. Less than 8 hour requests cannot be guaranteed until 1 hour prior to the beginning of the shift requested. If the shift is at or below minimum the OIC will send the request to the detail officer. The detail officer will attempt to fill the request using the polling rules in section 7.

If staffing falls to minimum or below while the request is pending, the OIC will forward the request to the detail officer to be filled in accordance with the polling rules in section 7.

(b) From one month to one hour notice, less than 8-hour increment.

The requests will be processed on a first come first serve basis. Less than 8 hour requests cannot be guaranteed until 1 hour prior to the beginning of the shift requested. If the shift is at or below minimum the OIC will send the request to the detail officer. The detail officer will attempt to fill the request using the polling rules in section 7.

If staffing falls to minimum or below while the request is pending, the OIC will forward the request to the detail officer to be filled in accordance with the polling rules in section 7.

Scenario (Requests to come in late): An officer requests to come in 2 hours late for the start of their shift and has a qualified volunteer willing to replace them if needed.

5.A.&B. applies as the requesting officer must contact the OIC one hour prior to the shift to determine staffing levels. If the staffing levels are above minimum the request is granted. If staffing is at minimum or below the officer is required to contact the volunteer, who in turn must contact the OIC to report for duty.

(c) Less than one hour notice, less than 8-hour request, above minimum staffing

Comp time requests shall be granted, unless operational demands do not allow for the processing of the request. As an example an officer is seeking to come in 2 hours late with less than an hour notice and a major event such as a bank robbery is going on. The OIC is not required to stop operational needs of the department to process the comp request. The request can be processed when operational needs have been satisfied.

(d) Less than one hour notice, less than 8-hour request, below minimum staffing

Comp request shall be denied.

6. Comp time requests of less than 8-hour increments, (must be in 1-hour increments, i.e. 1-7 hours).

Requests to leave early from a shift.

Requests of less than 8 hours to leave early from the shift cannot be guaranteed until the beginning of the shift being requested to determine staffing levels. Officers can ensure their time off with a qualified volunteer willing to work the amount of hours requested if the staffing levels falls below minimum staffing levels. However, polling for replacement will take precedent over the volunteer. When it is learned, the shift for the comp requested, has fallen below the minimum staffing level, the appropriate polling measures should be taken at the time it is learned. If the shift is at or below minimum the OIC will send the request to the detail officer. The detail officer will attempt to fill the request using the polling rules in section 7.

- (i) In the event a replacement cannot be found through the polling process, the officer requesting the time off will notify their qualified volunteer of their responsibility to report for duty.
- (ii) The qualified volunteer must call the OIC that they are reporting for duty.
- (iii) The request will be granted once the OIC gets confirmation from the qualified volunteer they are reporting for duty.

(a) From two months to one month notice, less than 8-hour increment.

The request will be processed one month prior based on seniority. Less than 8 hour requests cannot be guaranteed until the beginning of the shift requested. If the shift is at or below minimum the OIC will send the request to the detail officer. The detail officer will attempt to fill the request using the polling rules in section 7.

If staffing falls to minimum or below while the request is pending, the OIC will forward the request to the detail officer to be filled in accordance with the polling rules in section 7.

(b) From one month to one hour notice, less than 8-hour increment

The requests will be processed on a first come first serve basis. Less than 8 hour requests cannot be guaranteed until the beginning of the shift requested. If the shift is at or below minimum the OIC will send the request to the detail/WN officer. The detail officer will attempt to fill the request using the polling rules in section 7.

If staffing falls to minimum or below while the request is pending, the OIC will forward the request to the detail/WN officer to be filled in accordance with the polling rules in section 7.

(c) Less than one hour notice, less than 8-hour request, above minimum staffing

Comp request shall be granted, unless operational demands do not allow for the processing of the request. As an example an officer is seeking to leave early with less than an hour notice and a major event such as a bank robbery is going on. The OIC is not required to stop operational needs of the department to process the comp request. The request can be processed when operational needs have been satisfied.

(d) Less than one hour notice, less than 8-hour request, below minimum staffing

Comp request shall be denied.

Scenario: At 1300 hours an officer requests to leave early from the shift at 1330 hours and take 2 hours of comp with less than one hour notice, minimum staffing level, and they have a qualified volunteer.

5.B. applies, the request is denied. Less than one hour notice, does not allow for fair and equitable distribution of overtime.

7. **Polling Rules.** There are two types of Polling: A. More than 48-hours notice
B. Less than 48-hours notice

Comp requests received during a last half tour will be held for the day detail officer to process, unless the request is for the day shift immediately following the last half tour.

A. More Than 48-hours notice

The OIC will send the request to the detail office to be filled.

The detail officer will attempt to fill the request off the comp list sequentially.

If no volunteer is found off the comp list, the detail officer will page it out on an all call department wide.

If no volunteer is found through the comp list or page out, the officer can find their own volunteer.

If no volunteer is found, the request will be denied.

If the officer provides a qualified volunteer the request will be granted.

B. Less Than 48-hours notice

OIC send request to detail/WN officer to be filled.

The detail/WN officer will page everyone at the same time on the comp list for the shift to be filled.

The detail/WN officer will wait ten minutes then will give the officer with the lowest hours the assignment.

If no volunteer is found off the comp list, the detail/WN officer will page it out on an all call department wide. The detail/WN officer will wait ten minutes then will give the officer with the lowest hours the assignment.

If no volunteer is found, the request will be denied.

If the officer provides a qualified volunteer the request will be granted.

- 8. Vacation and Comp requests for Seven Holiday/Special event days. 1) Fourth of July, 2) Thanksgiving, 3) Christmas Eve, 4) Christmas day, 5) New Years Eve, 6) New years day and 7) Super Bowl

Vacation weeks approved during summer vacation approval process (by May 31st) take precedent over single vacation days regardless of seniority.

On holiday/Special event days single vacation day and comp requests will be accepted two months prior to each listed Holiday/Special event day.

One month prior to the Holiday/Special event day the acceptance period will close. All vacation requests received after the thirty day processing period will be denied for the above listed Holiday/Special event days regardless of the amount of vacation days granted. I.E. only two vacation requests were received and approved during the processing period. No further vacation days will be accepted and or granted after the processing period has expired.

One month prior to the Holiday/Special event day the on duty OIC will process vacation requests first by seniority for the requested shift. Any denied vacation requests will be returned to the denied officer ASAP, i.e., 6 officers submit vacation requests, only four per shift are required by contract. The four senior officers will be granted vacation days. The other two requests will be denied.

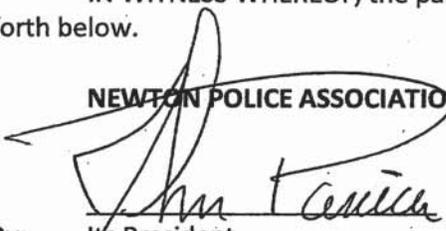
After processing the vacation requests, comp requests will then be processed by seniority for requests received during acceptance period. If staffing falls below the minimum levels, the OIC will send the request to the detail officer in accordance with the polling rules in section 7.

Comp requests will be accepted after the one month acceptance period and processed in accordance with regular comp rules.

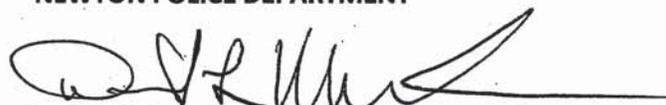
- 9. This agreement shall not modify the terms and conditions of the CBA currently in effect between the parties, apart from where such modifications are specifically agreed to herein. This agreement shall not be modified without the written consent of both parties.

IN WITNESS WHEREOF, the parties have unto set their hands and seals as of the day and year set forth below.

NEWTON POLICE ASSOCIATION

By: 
 Its President
 Date: 08/04/16

NEWTON POLICE DEPARTMENT

By: 
 Its Police Chief
 Date:



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#307-16

Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

August 25, 2016

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

2016 AUG 25 PM 1:18
Dwight A. Olson, Clerk
Newton, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to authorize the appropriation of the sum of \$650,000 and authorize a general obligation borrowing of an equal amount for the purpose of purchasing a new Fire Department Pumper Truck - Engine 3 in accordance with the City's front line fire apparatus replacement schedule.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE



Bruce A. Proia
Chief

**CITY OF NEWTON, MASSACHUSETTS
FIRE DEPARTMENT HEADQUARTERS**

**1164 Centre Street, Newton Center, MA 02459-1584
Chief: (617) 796-2210 Fire Prevention: (617) 796-2230
FAX: (617) 796-2211 EMERGENCY: 911**



Setti D. Warren
Mayor

August 25, 2016

Maureen Lemieux
Chief Financial Officer
City of Newton
1000 Commonwealth Ave
Newton, MA 02459

Bruce A. Proia
Newton, MA 02459

2016 AUG 25 PM 12:35

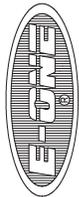
Maureen,

I respectfully request to docket funding of \$650,000.00 for the purchase of a new Fire Department Pumper Truck Engine 3 and equipment for the truck. This will replace the existing Engine 3 truck which is a 2004 apparatus. The 2004 truck will now serve as a spare for the Department. The equipment funding is to replace the equipment on truck with is approx. 20 years old.

Thank you for your consideration to this request.

Respectfully,

Bruce Proia
Chief of Department

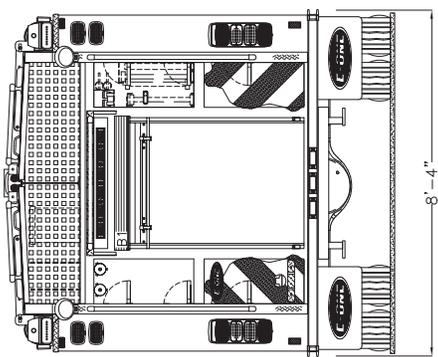


CITY OF NEWTON FIRE DEPT. NEWTON, MA.

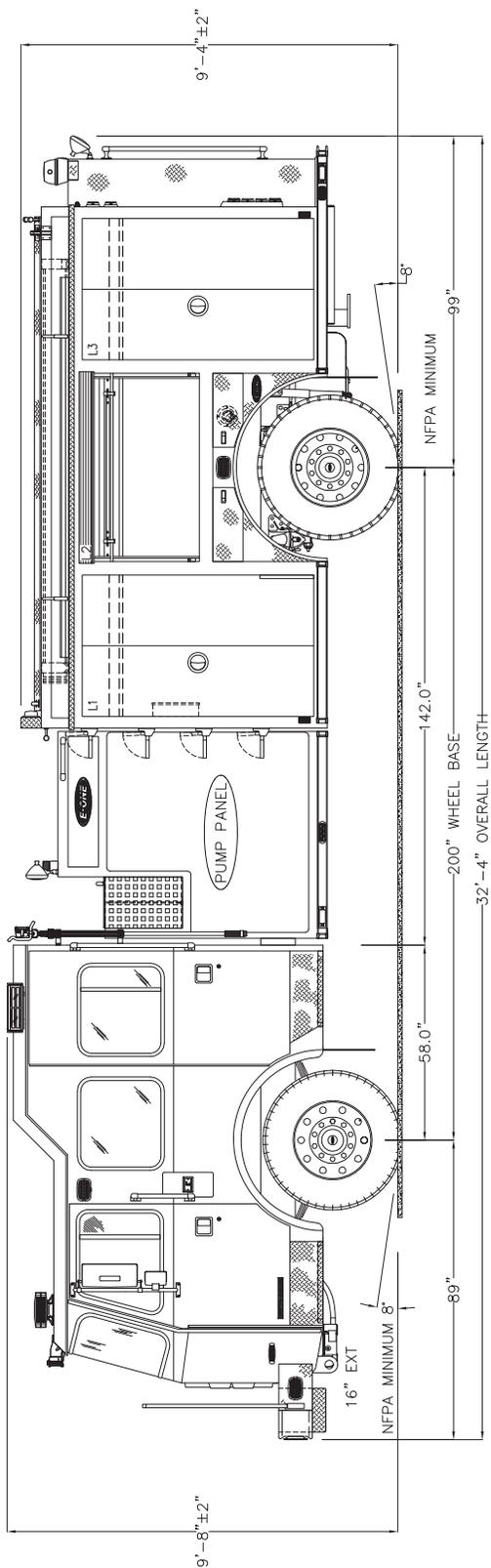
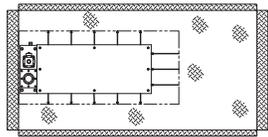
074243
CUSTOM 42 PUMPER
E-ONE TYPHOON X MEDIUM CAB 4X2 CHASSIS

COMPT.	OPENING	HOSE LOAD:	
		100' OF 1.75" DJ	300' OF 1.75" DJ
L1	42W	68H	300' OF 1.75" DJ
R1	42W	68H	800' OF 2.50" DJ
L2	54W	25H	1000' OF 4.00" LDH
R2	54W	25H	
L3	42W	68H	
R3	42W	68H	
B1	36W	45H	
B2	36W	45H	
B3	36W	45H	
B4	36W	45H	
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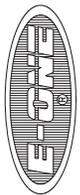
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HOSEBED HEIGHT:
(FOR REFERENCE ONLY)
TO TAILBOARD: 66"
TO GROUND: 90"



DATE	BY	CHKD	APP'D
07/11/13	J. B. BROWN	J. B. BROWN	J. B. BROWN
07/11/13	J. B. BROWN	J. B. BROWN	J. B. BROWN
07/11/13	J. B. BROWN	J. B. BROWN	J. B. BROWN

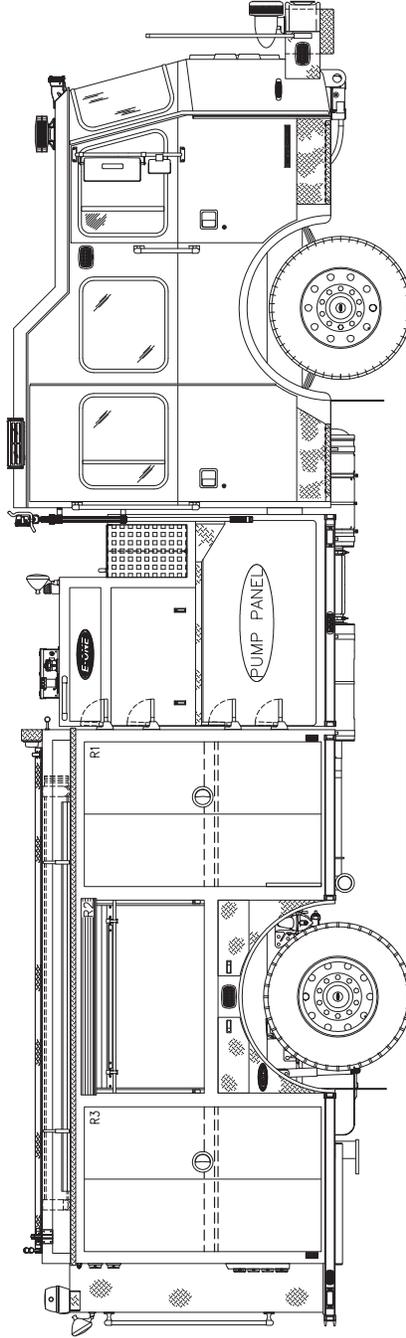
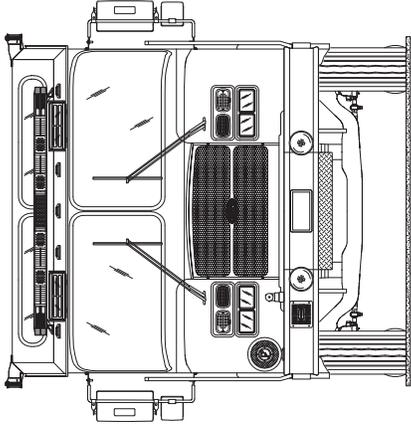


**CITY OF NEWTON FIRE DEPT.
NEWTON, MA.**

**074245
CUSTOM 42 RUMPER
E-ONE TYPHOON X MEDIUM CAB 4X2 CHASSIS**

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DATE	BY	SCALE	APP'D
07/12/16	W. J. HARRIS	AS SHOWN	W. J. HARRIS
E-ONE, INC. 1000 W. 150th St. Milwaukee, WI 53222			



Fire Apparatus Quotation for:
CITY OF NEWTON FIRE DEPT



Quotation Number: 74245 Rev: 13

Unit Description: PMPR-TYPH

Quote Description: Pumper, Typhoon

Salesperson: MMACDONALD

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0015	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2009 edition.	1	
BUMPERS			
1160-0000	Bumper 10" stainless steel.	1	
1160-0010	1/8" Front Bumper Gravel Shield.	1	
1160-0013	16" Front Bumper Gravel Shield Extension.	1	
1160-0020	License plate holder mounted center of front bumper.	1	
BUMPER TRAYS			
1150-0121	Bumper tray center of bumper with slats 14 inches deep (approx 13 inches to slats).	1	
1150-0139-589	Nylon black strap with aluminum quick release buckle for front bumper hose tray. Strap to attach to front and rear walls of tray down low as applicable. Location: center.	1	
FRAME ASSEMBLY			
1250-0003	Frame 10.25 x 3.5 x .375 chassis.	1	
1250-0011	Rear underbody support frame.	1	
1250-0068	Chassis frame rails, front frame extensions, rear subframe (Urban Interface), crossmembers and battery brackets shall be zinc plated (galvanized) IPOS.	1	
AXLE OPTIONS			
1025-0005	Meritor FL-941 front axle 18,700 lb.	1	
1025-0017	Meritor RS-25-160 single rear axle 27,000 lb. capacity.	1	
1025-0028	Koni shock absorbers for front axle - adjustable.	1	

#307-16

Salescode	Extended Description	Qty	
SUSPENSIONS			
1070-0027	Rear suspension FIREMAAX EX model FMX-272 27,000 lb. single axle air ride.	1	
WHEEL OPTIONS			
1050-0001	Alcoa aluminum wheels for front axle (2).	1	
1050-0003	Alcoa aluminum wheels for rear axle (4).	1	
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1	
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
TIRE OPTIONS			
1060-0016	Four Michelin 12R rear tires with XDN2 mud and snow tread.	1	
1060-0047	Two Michelin 385 tires model XFE for front axle.	1	
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
BRAKE SYSTEMS			
1100-0001	Meritor EX225H 17" disc brakes for front axle.	1	
1100-0002	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a single rear axle.	1	
1100-0005	Brake system air 4X2/4X4.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
1100-0024	G4 Electronic Stability Control (4x2), Includes RSC and ATC. Not available on 4x4, commercial chassis or tiller.	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0041	Air horns Grover recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0020	TransSynd synthetic transmission fluid for EVS3000.	1	

#307-16

Salescode	Extended Description	Qty	
ENGINES & TRANSMISSIONS			
1200-0097	Electronic limiting of speed to 68 MPH maximum. Note: Max speed may be set at 65 MPH due to tire rating.	1	
1200-0236	Eng/Trans Cummins ISL 450HP/EVS3000 2013 EPA compliant engine.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
EXHAUST OPTIONS			
1680-0021	Exhaust end for Plymovent. For exhaust extraction system.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Cyclone II X, Typhoon X, and Quest chassis. For use with 2010/2013 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0003	Fuel system 50 gallon.	1	
1350-0009	Fuel line hose braided.	1	
1350-0012-669	Fuel shut-off valve. Location: one (1) at fuel tank.	1	
ALTERNATOR			
1700-0005	Alternator Leece Neville 320 amp. 320 amp SAE/275 amp NFPA.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0008	Tow eyes front painted below bumper/cab (PR).	1	
1680-0011	Tow eyes rear below body, painted.	1	
1680-0022	Auto lube system Vogel. Chassis points only.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank for 2013 EPA engines. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			

#307-16

Salescode	Extended Description	Qty	
CAB MODEL			
1520-0025	Typhoon X medium cab with 58" CA. Includes barrier style doors.	1	
CAB ROOF TYPE			
1615-0001	Vista full height rear doors, 12".	1	
1615-0006	Delete side vista roof windows ahead of rear doors.	1	
1615-0007	Delete rear vista roof windows.	1	
1615-0009	Delete upper rear door vista roof windows	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
GRILLE			
1620-0006	CIIX stainless steel grille for Typhoon X.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0006	Driver and officer cab door windows. Include rear fixed window.	1	
1550-0015	Stainless steel protective trim on rear edge of cab door openings. E-ONE custom chassis only.	1	
1550-0017	Cab door panels stainless steel.	1	
1550-0024	All cab doors shall have exterior paddle latches.	1	
1550-0027	Front cab door windows to have manual actuation.	1	
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1	
1550-0103	Rear crew cab door windows with rear fixed panel. Includes manual roll-down actuation. For use with paddle style door latching.	1	
1550-0177-000-J7	Red/Fluorescent Yellow Green Reflexite V98 striping positioned in the "A" formation located on the cab door panels.	1	
1550-0186-658	(4) TecNiq T440 4" LED cab step area lighting. Locate each light in the cab step well area. Lights to be switched with door ajar.	1	
MIRRORS			
1670-0015	Velvac 2010 mirrors with marker lights. Door mounted west coast style with remote control and heat.	1	
MISC EXTERIOR CAB OPTIONS			

#307-16

Salescode	Extended Description	Qty	
MISC EXTERIOR CAB OPTIONS			
1550-0020	Windows cab side fixed driver's side.	1	
1550-0033	Windows cab side fixed officer's side.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0024	Pair of 36" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator and air inlet (if applicable). Plate to be removable brushed stainless steel.	1	
HVAC			
1515-0017	Air conditioning for the Typhoon X, CII X and Quest with Cummins ISC/ISL engine and radiator mounted condenser.	1	
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and CII with severe duty dash)	1	
1685-0057	Heaters cab rear with covers (PR), and front heater with heat to the feet for the driver and officer.	1	
SEATS			
1510-0004	Seats, Bostrom brand.	1	
1510-0008	Seat color gray.	1	
1510-0037	Seat cover material Durawear.	1	
1510-0046	Officer seat to be Bostrom air ride SCBA.	1	
1510-0049	Driver seat to be Bostrom electric.	1	
1510-0057	Rear facing Bostrom seat with SCBA officer's side.	1	
1510-0063	Two man bench centered on rear wall with Bostrom SCBA. Includes angled corners.	1	
1510-0117-147	Bostrom SecureAll mechanical air pack bottle bracket (EA). Location: officer's seat.	1	
1510-0117-215	Bostrom SecureAll mechanical air pack bottle bracket (EA). Location: rear facing officer's side.	1	
1510-0131-151	Bostrom SecureAll mechanical air pack bottle bracket (EA) for bench / fold-down seat. Location: inboard driver's side rear wall.	1	
1510-0131-152	Bostrom SecureAll mechanical air pack bottle bracket (EA) for bench / fold-down seat. Location: inboard officer's side rear wall.	1	

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Salescode	Extended Description	Qty	
SEATS			
1510-0279-146	ReadyReach seat belt extender. Location: driver's seat.	1	
1510-0279-147	ReadyReach seat belt extender. Location: officer's seat.	1	
1510-0279-151	ReadyReach seat belt extender. Location: inboard driver's side rear wall.	1	
1510-0279-152	ReadyReach seat belt extender. Location: inboard officer's side rear wall.	1	
1510-0279-215	ReadyReach seat belt extender. Location: rear facing officer's side.	1	
1685-0032	Seating capacity tag of five occupants.	1	
MEDICAL CABINETS			
1535-0012	Medical cabinet mounted on the wheel well driver side of cab 45H x 21W x 24D with a locking roll-up door.	1	
1535-0030	All roll-up medical cabinet doors selected on the cab to be ROM brand.	1	
1535-0032	All medical cabinet RUD in the cab to be locking with 1250 key	1	
1535-0202	Cab medical/storage cabinet(s) finish to be Zolatone gray. Includes interior/exterior of cabinet and shelves/trays if equipped.	1	
MAP BOXES			
1540-0013	All map boxes in the cab to be painted Zolatone 20-64 gray.	1	
1540-0029	Offset suspended map box to rear of vertical 3x3 extrusions and as low as possible. Front of map box flush with front of 3x3 uprights.	1	
1540-0051	Map box suspended with drop-down doors. 34"W x 9.50"H x 12"D.	1	
MISC INTERIOR CAB OPTIONS			
1680-0053	Storage below rear bench seat. (1) hinged door on each side of the bench seat.	1	
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1	
1685-0005	Lexan sun visors, driver and officer's side overhead.	1	
1685-0008	Control lanyard Y type for air horns.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0193	Slide-out MDT mount officer cab dash. Requires severe duty dash w/MDT notch.	1	
1685-0369	Severe duty dash package with low profile officer side dash. Includes smooth plate alum center and officer side dash and lower kick panels; all painted to match cab interior.	1	
CAB ELECTRICAL OPTIONS			
1750-0022	Battery charger Kussmaul 40 amp model 1200 with air compressor.	1	
1750-0026	Clamshell controller mounted on officer's side of engine cover for the air horns.	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0059-R60-02	Receptacle inlet 20 amp with a Red cover. Location: driver's seat riser (outboard) relocate riser door to the front wall of riser.	1	
1750-0063	Clamshell controller mounted on officer's side of engine cover for Q2B.	1	
1750-0064	Clamshell controller mounted on on officer's side of engine cover for electronic siren.	1	
1750-0072-593	12 VDC (or 24VDC) electrical outlet in the cab wired battery hot. Location: officer side dash.	1	
1750-0073-585	Antenna base Tessco P/N 90942 (NMO Motorola Style - also called MATM style) on cab roof. Location: driver side forward with coaxial cable terminating at the center of the dash board.	1	
1750-0073-844	Antenna base Tessco P/N 90942 (NMO Motorola Style - also called MATM style) on cab roof. Location: officer side forward with coaxial cable terminating at the center of the overhead console.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0078	Light Whelen model PSR00FRR LED (4) red. Horizontal mounted flashing strip light on each of the inside lower cab door panels. Wire through door switch.	1	
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
1750-0166	ATC override switch.	1	
1750-0188	DPF regeneration override switch.	1	
1750-0198-762	Battery charger to be located behind officer's seat.	1	
1750-0199-762	Air compressor to be located behind officer's seat.	1	
1750-0215-172	Turn signal Whelen M6 LED arrow amber pair located upper headlight bezel.	1	
1750-0429-593	Dual USB charging ports in the cab wired battery hot. Location: officer side dash.	1	
1750-0435	Halogen cab headlights. TyphoonX, CIIX and QST2 only.	1	
BODY COMPT LEFT SIDE			
3100-0116	Driver side body with full height 42" wide forward and 42" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0193	Officer side body with full height 42" wide forward and 42" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well and one (1) storage tunnel.	1	

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3110-0013	Full Height Rear Compartment with Officer Side Storage Tunnel. Includes smooth plate panels and storage access door with push button latch.	1	
3340-0080	Bolt-on diamond plate 18" tailboard (full width of body). Includes (2) squared off beavertails (no stanchions) with removable outer panels and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
3300-0021-004	Door roll up short (up to 45") with painted finish ROM. Location(s): L2.	1	
3300-0021-016	Door roll up short (up to 45") with painted finish ROM. Location(s): R2.	1	
3300-0141-003	Tri-Mark door latch. Location(s): L1.	1	
3300-0141-005	Tri-Mark door latch. Location(s): L3.	1	
3300-0141-015	Tri-Mark door latch. Location(s): R1.	1	
3300-0141-017	Tri-Mark door latch. Location(s): R3.	1	
3300-0167-003	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): L1	1	
3300-0167-005	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): L3	1	
3300-0167-015	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): R1	1	
3300-0167-017	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): R3	1	
SHELVES			
3370-0052-003	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L1.	1	
3370-0052-004	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: L2.	1	
3370-0052-073	Adjustable shelf (J-Style) for non-transverse compartments 16" or greater in depth. Location: R1 lower.	1	
3370-0053-016	Adjustable shelf (C-Style) for non-transverse compartments up to 15.99" in depth. Location: R2.	1	
3370-0053-074	Adjustable shelf (C-Style) for non-transverse compartments up to 15.99" in depth. Location: R1 upper.	1	
3370-0053-076	Adjustable shelf (C-Style) for non-transverse compartments up to 15.99" in depth. Location: R3 upper.	1	
3370-0054-003	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in depth. Location: L1.	1	
3370-0054-004	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater	1	

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Salescode	Extended Description	Qty	
SHELVES			
	in depth. Location: L2.		
3370-0054-073	Tracks for adjustable shelf and/or adjustable tray in compartments 16" or greater in depth. Location: R1 lower.	1	
3370-0055-016	Tracks for adjustable shelf in shallow compartments up to 15.99" deep. Location: R2.	1	
3370-0055-074	Tracks for adjustable shelf in shallow compartments up to 15.99" deep. Location: R1 upper.	1	
3370-0055-076	Tracks for adjustable shelf in shallow compartments up to 15.99" deep. Location: R3 upper.	1	
TRAYS / TOOLBOARDS			
3380-0076-003	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: L1.	1	
3380-0076-015	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: R1.	1	
3380-0076-017	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: R3.	1	
3380-0076-027	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location: B1.	1	
3380-0079-005	Adjustable heavy duty tool board with 500 lbs. capacity. Includes return style reinforcing bends on vertical front and rear edges of tool board, upper and lower adjustable track and gas shock actuated. Tool board sized to compartment height and depth as applicable. Location(s): L3.	2	
COVERS			
3305-0003	Single diamond plate cover for the crosslay area. Includes applicable grab handle(s) and (2) hold downs. Non-aerial applications to be tagged as a non-stepping surface.	1	
3305-0004	Crosslay cover to be hinged forward.	1	
3305-0023	Nylon black cargo net at rear of diamond plate or vinyl hose bed cover or similar.	1	
3305-0025	Nylon black cargo net on sides for crosslay cover.	1	
3305-0119	Hold open device(s) for aluminum crosslay (single or bi-fold) cover. Locate as required based off options on module.	1	
3305-0219	(2) piece light weight aluminum hose bed cover. Includes center hose bed divider with notched rear (as applicable), fill tower(s) access door(s) (as applicable), gas shocks, positive hold opens/hold closed at rear, (2) grab handles front and (2) hand rails rear.	1	
PUMP MODULE			
168683	Pump module modification for lowered crosslays accessed from the ground. Front headboard of module to be lowered and provisions added to mount crosslay cover forward of deck gun channel. See body layout.	1	

Salescode	Extended Description	Qty	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0535	Pump panel opening is 57" wide. Pumper / tanker only.	1	
3130-0540	Pump module height is 80". Pumper / tanker only.	1	
PUMP PANELS			
3134-0006	The single gauge panel on the driver's side of the side mount module is to be hinged downward. Includes two (2) cable hold opens, and latches.	1	
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0055	Officer side upper pump access panel to be horizontal hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1	
MISC PUMP PANEL OPTIONS			
168685	Air outlet with Innovative Control 1/4" valve w/1/4 turn "T" handle w/label and 25' hose. Location: driver side	1	
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			
3136-0000-202	Air horn switch at pump panel. Switch to be labeled "Evacuation Alert". Location: driver side pump panel.	1	
3136-0011	P-Rubber in flex joint(s) between pump module and/or body modules.	1	
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0140	Crosslay double 7.5" wide each with extra depth to hold up to 400' of 2.0" DJ hose (each).	1	
WATER TANK			
4010-0177	780 Gallon "R" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
4010-0223	Fill tower(s) to be located offset to driver side of water tank.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
FOAM TANK			

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Salescode	Extended Description	Qty	
FOAM TANK			
4100-0033-591-04	30 gallon integral foam tank for Class B foam. UPF Poly III Yellow fill tower. Foam tank capacity will reduce the water tank capacity.	1	
FOAM TANK OPTIONS			
4110-0002-202	Foam tank (B) outlet. Includes 1" male adapter and connector (ship loose). Outlet location: driver side pump panel.	1	
LADDER STORAGE / RACKS			
3365-0028	Hard Suction Storage Rack. Driver side compartment top. Includes spring hold downs and scuff plates behind spring mounts (as applicable).	1	
3365-0035	Hard Suction Storage Rack. Officer side compartment top. Includes spring hold downs and scuff plates behind spring mounts (as applicable).	1	
3365-0050	Brand of ladders capable of being carried on unit to be Duo-Safety.	1	
3365-0087-Z71	The length of ladders capable of being stored shall be the following: 24' 2-section, 14' roof ladder and 10' attic ladder w/shoes.	1	
3365-0149-097	Storage tunnel capable of holding: (1) 2-section, (1) roof, (1) attic, (2) pike poles, (1) backboard in Officer side storage tunnel.	1	
HANDRAILS / STEPS			
3330-0012	Intermediate pump panel step officer side with forward tapered corner. Includes step lighting (as applicable). Step light to be switched thru work light in cab.	1	
3330-0034	Recessed folding step box. Driver side rear. To accommodate all steps as applicable.	1	
3330-0035	Recessed folding step box. Officer side rear. To accommodate all steps as applicable.	1	
3330-0073	Step rear intermediate. Locate above B1, includes handrail (in place of horizontal hosebed handrail).	1	
3330-0103	Dual lighted LED folding steps rear NFPA. Includes folding steps on driver side (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
3330-0104	Dual lighted LED folding steps rear NFPA. Includes folding steps on officer side (staggered stepped as applicable with tailboard depth) for additional hosebed access and handrail mounted on officer side upper hosebed side (as applicable).	1	
3330-0105-060	Dual lighted LED folding step. Location: officer side front compartment face. Each location requires a minimum of (1) handrail per NFPA.	4	
3330-0105-062	Dual lighted LED folding step. Location: driver side front compartment face. Each location requires a minimum of (1) handrail per NFPA.	4	
MISC BODY OPTIONS			

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0006	The hose bed is to have the capacity for the following hose. Hose load shall be listed from driver to officer.	1	Lay 1 - 100 ft. of 1.75 DJ Lay 2 - 300 ft. of 1.75 DJ Lay 3 - 800 ft. of 2.50 DJ Lay 4 - 1000 ft. of 4.00 LDH
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion rearward of the furthest tower is to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0015	Diamond plate single axle wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	2	
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0074	Body mainframe and hosebed side assemblies for a 85" high body.	1	
3340-0089-000-13	Turtle Tile Brand Black Floor Matting covering all applicable Compartment Floors, Shelves, and Rollout Trays.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0125	Recess mounting for directional light bar. Located on rear area of body.	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
SCBA BOTTLE STORAGE			
3320-0007	SCBA Bottle Storage. (7) E-ONE SCBA bottle storage with hinged doors (doors to match wheel well material) with push button latches. (4) officer side and (3) driver side in wheel well area.	1	
3320-0100	Strap(s), loop style to retain SCBA bottle(s). Locate one per bottle in each exterior storage compartment.	7	
PUMPS			
4005-0013	Hale QFLO 750-1250 GPM pump, single stage.	1	
4005-0030	Rating 1250 GPM	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			

Salescode	Extended Description	Qty	
PUMP OPTIONS			
4015-0008	Zinc anodes for Hale pump (PR), (1) discharge side and (1) intake side.	1	
4015-0012	Pump shift override, side panel mounted.	1	
4015-0014	Thermal Relief Valve - Hale TRV120.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	
DISCHARGES AND PRECONNECTS			
4415-0008	1.5" front bumper discharge Akron manual valve.	1	
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0022-678	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge 2 (inboard or below).	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve.	1	
4415-0054-583	4" Right Pump Panel Discharge with 3" Akron Manual Valve (Waterous pumps noted location to be forward lower port). Location: right side discharge 1.	1	
4415-0161-581	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 1.	1	
4415-0161-582	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 2.	1	
4415-0164-584	2.5" Right Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: right side discharge 2.	1	
4415-0178-532	Polished Stainless Steel Swivel Located on Top of Bumper officer's side of center tray for Front Bumper Discharge.	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	

Salescode	Extended Description	Qty	
DISCHARGE OPTIONS			
4417-0177	Innovative Controls 3/4" bleeder/drain valve include 1/4 turn T-handle.	10	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
PRESSURE GOVERNORS			
4465-0005	Class 1 Captain pressure governor.	1	
GAUGES			
4435-0010	Fire Research TankVision model WL2000 water tank level gauge.	1	
4435-0011	Fire Research TankVision model WL2700 B foam tank level gauge.	1	
4435-0178	Engine gauge package at the pump operator's panel.	1	
4435-0244	2.5" Innovative Controls brass case pressure gauge (0-400) with color code bezel.	10	
4435-0254	4" Innovative Controls brass case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
FOAM SYSTEMS			
4430-0047-556	125 GPM Akron foam eductor. Location: 1.5 first crosslay.	1	
4430-0079	The foam system performance shall be tested and certified in compliance with 2009 NFPA 1901.	1	
FOAM SYSTEM OPTIONS			
4432-0054-556	Akron Quick Disconnect Foam Pickup Tube on Driver's Side Pump Panel for Eductor. Located on: 1.5 first crosslay.	1	
ELECTRICAL SYSTEMS			
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0049	Vehicle data recorder - 2009 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
LIGHT BARS			
5300-0158	Light bar Whelen Freedom model FN72QLED 72" LED with 3M Opticom, clear lenses and MKEZ7 mounts. N/A INTL Chassis. Location: Centered on the front cab roof.	1	
WARNING LIGHT PACKAGES			
5550-0173-535	Whelen M6 Super LED lower level warning light package. Includes (8) red M6R LED light heads and (2) red M2R LED light heads. Locate side facing lights: at	1	

Salescode	Extended Description	Qty	
WARNING LIGHT PACKAGES			
	forward most position, centered in rear wheel well, and side facing at rear of body in rubrail if equipped.		
WARNING LIGHTS			
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
5600-0118-742	Warning light Whelen 500 series TIR6 Super LED (PR) red. Surface mounted 5TSMAC bezel with weatherproof connector. Location: (1) each side in pump module rubrail if equipped.	1	
5600-0139-479-06	Whelen beacon with LED upper beacon and 700 series Super LED (PR) model B6LED with red LEDs/clear domes and Red LEDs/clear lenses. Location: rear upper body on aerial style brackets.	1	
5600-0241-457	Warning light Whelen M6R series Linear Super LED (PR) red. Location: (1) each side of body rear facing up high.	1	
DIRECTIONAL LIGHT BARS			
5310-0017	Whelen Traffic Advisor model TAL65 LED - 36" long.	1	
5310-0020-846	Directional light bar control is to be located in the center overhead console offset to driver side.	1	
5310-0025	Directional light circuit wiring through upper level warning.	1	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0011-211	Federal Q2B siren - Pedestal mounted on bumper. Location: officer side front bumper.	1	
5500-0024-847	The electronic siren control is to be located on the center overhead console offset to officer side.	1	
SPEAKERS			
5510-0029-211	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: officer side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0025	Marker light LED body/cab package. E-One custom cab and pumper or tanker body only.	1	
5150-0032	Bracket license plate at rear of body.	1	
5150-0091	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 4 light housing and weatherproof connectors.	1	

Salescode	Extended Description	Qty	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0077	Compartment light package Amdor Luma-Bar LED for medium bodies. Includes one light per compartment (two if transverse).	1	
5380-0111	Compartment light Amdor LED for medical cabinet (EA).	1	
5380-0182	Ground light package EON LED - large.	1	
LIGHTS - DECK AND SCENE			
5390-0000-395	Deck light - Unity 12 volt (PR). Location: rear body/beavertail area on the trailing edge up high.	1	
5390-0002	Hose bed light Federal Signal GH Scene. Locate at the front area of hose bed. Switched with work light switch in cab.	1	
5390-0005	Crosslay light deck Unity. Locate to rear of crosslay (SM) or forward of crosslay (TM).	1	
5390-0007	Deck/scene light circuit wiring through chassis reverse. Requires rear deck or scene light.	1	
5390-0025	Cab scene lights are to be switched with cab doors in addition to standard.	1	
5390-0036	Hose bed light circuit wiring through chassis reverse. Requires hose bed light.	1	
5390-0087-396	Whelen M6 Linear Super LED scene lights (PR). Switched in cab (lights mtd on the sides of apparatus to be switched separately). Locate (1) each side rear compartment face up high.	1	
5390-0087-397	Whelen M6 Linear Super LED scene lights (PR). Switched in cab (lights mtd on the sides of apparatus to be switched separately). Locate (1) each side of cab, rearward of forward doors, up high.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0008	(1) pump panel light over the pump control area to be wired to come on when pump shift is placed in pump. (Side mount forward light noted, Top Mount is center light.)	1	
5400-0011	LED pump compartment light (EA).	1	
5400-0065-166	Map light, Littlite 18" flexible LED. Location: at officer's A post.	1	
5400-0150	Pump panel LED light package for side mount. Includes (6) Tecniq EON lights with S/S housings located (3) ea side. Includes S/S light shields.	1	
CONTROLS / SWITCHES			
5100-0001-D46	Switch circuit three way. Includes (1) additional switch. An additional switch required for more than two locations. Location: officer's side switch panel for cab scene lights.	2	

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Salescode	Extended Description	Qty	
CONTROLS / SWITCHES			
5100-0011-T25	Switch 12V for 120-240V (EA). Location: officer's side switch panel for driver's side cab/body 120/240V scene light(s).	1	
5100-0011-T26	Switch 12V for 120-240V (EA). Location: officer's side switch panel for officer's side cab/body 120/240V scene light(s).	1	
MISC ELECTRICAL			
1750-0082-763	12V power distribution module. Includes (6) battery hot and (6) switched hot circuits. 100 amps max (IATS). Location: rear wall of driver side medical compartment up high.	1	
5110-0004	Alternating flasher for headlights.	1	
5110-0017	Back-up alarm 97 dB.	1	
5110-0065	Lighted bumper guide (PR). Bores model 848211 located (1) each side of front bumper extension.	1	
GENERATOR			
5250-0040-122	Generator Harrison 6KW MCR hydraulic. Includes generator control / PTO engage switch and a gauge panel located adjacent to breaker box. Generator location: dunnage pan offset to officer side.	1	
GENERATOR TEST			
5255-0001	3rd party generator test with pump.	1	
BREAKER BOXES			
5200-0000-394	Breaker box 8 place single phase. Includes main breaker. Note: Main breaker occupies 2 places leaving 6 available. Locate L1 forward wall.	1	
LIGHTS - QUARTZ			
5450-0122-437	Light Whelen Pioneer Plus model PFP2 12V with brow mount (EA). Includes switch in cab accessible to driver (driver and officer side facing lights switched separately). Location(s): driver and officer side front cab brow.	2	
5450-0122-493	Light Whelen Pioneer Plus model PFP2 12V with brow mount (EA). Includes switch in cab accessible to driver (driver and officer side facing lights switched separately). Location(s): driver and officer side over rear cab door.	2	
5450-0261-063	Light Whelen Pioneer model PFP2AC 120V with external bottom raise pole mount. Location(s): officer side back of cab.	1	
5450-0261-064	Light Whelen Pioneer model PFP2AC 120V with external bottom raise pole mount. Location(s): driver side back of cab.	1	
RECEPTACLES			
5470-0000-730	Receptacle twist lock 15A/110V 3 wire NEMA L5-15 with cover plate. Location: L1	1	

Salescode	Extended Description	Qty	
RECEPTACLES			
	up high rearward side wall.		
5470-0000-731	Receptacle twist lock 15A/110V 3 wire NEMA L5-15 with cover plate. Location: R1 up high rearward side wall.	1	
5470-0004-545	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: In cab driver side on 3 x 3 post rear facing just above engine cover.	1	
5470-0004-546	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: In cab officer side on 3 x 3 post rear facing just above engine cover.	1	
REDUCERS			
7300-0000	Reducer Chrome 2.5"FNST x 1.5"MNST.	5	
GROUND LADDERS			
7800-0003	10' folding Duo-Safety 585-A ladder.	1	
7800-0008	14' roof ladder, Duo-Safety 775-A.	1	
7800-0018	Extension ladder, Duo-Safety 900-A, 24' 2-section.	1	
MISC LOOSE EQUIPMENT			
7600-0016	Wheel chocks 44" NFPA compliant, pair (PR) of Zico SAC-44. Up to 44" diameter tires. Includes mounting brackets.	1	
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0064	Cab paint break - standard with dip to grille. Break is 31.5" inches below the drip rail on Typhoon X and CII X cabs. Pre-07' emission Typhoon cab break is 33.5" below the drip rail.	1	
8100-0089	All applicable pump/pre-connect application modules are to have a sanded finish (not painted job color). Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-81	Paint E-ONE chassis cab - Sikkens paint. Color: FLNA3051 Red.	1	
8100-0177-000-A2	Paint cab Sikkens two-tone. Upper area of cab to be painted FLNA4040 White.	1	
8100-0182-000-81	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint. Color: FLNA3051 Red.	1	

#307-16

Salescode	Extended Description	Qty	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
STRIPING			
8300-0001	NFPA required reflective striping to be dealer/customer applied.	1	
8300-0042	White rubrail scotchlite insert.	1	
8300-0071-000-13	Paint break Scotchlite chassis stripe - 3/4" Wide - Black. To be located at existing paint break.	1	
8300-0274-000-J7	Chevron "A" style 6" Reflexite V98 striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Red/Fluorescent Yellow Green.	1	
WARRANTY / STANDARD & EXTENDED			
9100-0000	Standard 1 Year Warranty.	1	
9100-0003	Lifetime Frame Warranty.	1	
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	
9100-0061	20 Year Frame Corrosion Warranty. Includes Rails, Liners (if equipped), Crossmembers, Front Frame Extensions and Battery Tray Brackets.	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service CD-ROM.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			



SETTI D. WARREN
MAYOR

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Office of the Mayor

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August 1, 2016

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 borrowing of up to \$4,000,000 in interest free loans from the Massachusetts Water Resources Authority (MWRA). This proposed borrowing will allow Public Works to implement the proposed lead service line replacement program.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

RECEIVED
NEWTON CITY HALL
2016 AUG - 1 PM 12:49
David A. Olson, Director
Newton, MA 02459

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE



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August 1, 2016

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

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to authorize the appropriation of the sum of \$216,000 and authorize a general obligation borrowing of an equal amount for the purchase of a new 2016 New Elgin Pelican NP dual street sweeper.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

RECEIVED
Newton City Council
2016 AUG - 1 PM 12: 50
DAVID A. OLSON, Clerk
Newton, MA 02459

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



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August 1, 2016

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

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to authorize the appropriation and expenditure of \$36,077 from FY2017 Revenue from state Homeless Transportation Grant Funds. You may recall that the Mass Department of Revenue has determined that these funds must be classified as General Fund Revenue. This request reflects our annual transfer of these funds to Newton Public Schools.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

RECEIVED
Newton City Hall
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DAVID A. OLSON, CLERK
Newton, MA 02459

1000 Commonwealth Avenue Newton, Massachusetts 02459

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SETTI D. WARREN
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May 9, 2016

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

RECEIVED
Newton City Hall
2016 MAY -9 PM 4:59
DAVID A. OLSON, CHM
Newton, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to transfer the sum of \$500,000 to the Public Buildings Department for the purpose of funding the relocation of Modular Classrooms from Zervas to South High School and Brown Middle School. Transfers should be made from the following accounts:

<u>Department</u>	<u>Account</u>	<u>Amount</u>
Executive Office	0110301-511001 – Full Time Salaries	\$ 40,000
Treasury	0110772-582A48 – Interest Long Term Debt	\$425,000
F.I.S.	0111801-511001 – Full Time Salaries	\$ 35,000

As you know, four modular classrooms were moved from the Zervas Elementary School prior to its demolition. Those modular are currently stored at the Brown Middle School. Supporting details are attached.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE



SETTI D. WARREN
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May 9, 2016

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 \$500,000 to the Public Buildings Department for the purpose of funding the relocation of Modular Classrooms from Zervas to South High School and Brown Middle School.

As you know, four modular classrooms were moved from the Zervas Elementary School prior to its demolition. Those modular are currently stored at the Brown Middle School. Supporting details are attached.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

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NEWTON CITY CLERK
2016 MAY -9 PM 4:01
DAVID A. OLSON, CLERK
NEWTON, MA 02459

