



Public Safety & Transportation Committee Agenda

City of Newton **In City Council**

Wednesday, December 7, 2016

7:00 PM
Room 205

Items Scheduled for Discussion:

Referred to Public Safety & Transportation, Public Facilities & Finance Committees

- #335-16** **Request for Ordinance amendments to require removal of snow from sidewalks**
COUNCILOR DANBERG, requesting that §26-8 through §26-9 and §20-21 of the City of Newton Rev. Ords., 2012, be amended to establish criteria and provisions for requiring removal of snow in all districts by property owners, occupants, and property managers from sidewalks abutting their property and to review and amend enforcement provisions including structure of fines for snow removal violations. [09/27/16 @ 11:36 AM]
Held 7-0 on 10/05/16
Held 7-0, Fuller not voting on 10/20/16
Public Facilities Approved 4-0-1, Councilors Lennon, Lappin not voting and Gentile abstaining on 11/09/16
- #394-16(A)&(B) Requesting two (2) new bus licenses for Lasell College**
VPNE Parking Solutions, LLC, requesting **two (2) new bus licenses** for Lasell College. [11/18/16 @ 10:14 AM]
- #366-16** **Requesting a review and update on Traffic Council responsibilities**
COUNCILORS NORTON, SCHWARTZ AND AUCHINCLOSS, requesting a review and update on Traffic Council responsibilities by shifting certain areas to the executive branch, including the installation of stop signs and safety upgrades. [10/17/16 @ 9:15 AM]

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.

Items Not Scheduled for Discussion at this meeting:

Referred to Finance and Appropriate Committees

- #359-16 Submittal of the FY 2018 to FY 2021 Capital Improvement Plan**
HIS HONOR THE MAYOR submitting the Fiscal Years 2018 to 2022 Capital Improvement Plan pursuant to section 5-3 of the Newton City Charter. [10/11/16 @ 11:28 AM]
- #345-16 Requesting a review, amendment or elimination of the Winter Overnight Parking Ban**
PUBLIC SAFETY & TRANSPORTATION COMMITTEE, requesting a review and possible amendment or elimination of the winter overnight parking ban. [10/06/16 @ 9:10 AM]
HELD 6-0 on 11/02/16

REFERRED TO PROGRAMS & SERVICES AND PUBLIC SAFETY COMMITTEES

- #312-15 Update from Health Department on opiate overdose epidemic**
ALD. COTE, HARNEY AND NORTON, requesting a review and discussion of the opiate overdose epidemic including an update from the Health Department appraising the board on the current situation to include comparative statistics from previous years as to the number of opiate overdoses handled by first responders. In addition, what is being done immediately to take this on and what support can the Board provide.
[10/19/15 @ 1:30 PM]

REFERRED TO PUB FACIL, PROG & SERV, AND PS&T COMMITTEES

- #46-15 Discussion of parking options and permits at municipal and school parking lots**
ALD. JOHNSON & CICCONE, requesting a discussion with the Commissioner of Department of Public Works and the School Department to determine and discuss parking options including use of school properties based on the current municipal parking lot programs including the issuance of permits. [02/11/15 @ 1:35 PM]
- #28-14 Discussion on duplicate street names**
ALD. CICCONE AND FULLER, on behalf of the Health Department and the Emergency Medical Services (EMS) requesting a discussion on duplicate street names. [01/09/14 @ 10:57 AM]
- #240-12 Request Chapter 19 Motor Vehicles & Traffic be amended, Sec. 19-224 and 19-226**
RECODIFICATION COMMITTEE, requesting that **Chapter 19 MOTOR VEHICLES AND TRAFFIC** be amended to determine who has jurisdiction for parking on municipal land, the owning department as described in **Sec. 19-224. Parking prohibited on city grounds.** or the Traffic Council as described in **Sec. 19-26. Authority and role of Traffic Council.**

REFERRED TO PS&T AND PUBLIC FACILITIES COMMITTEES

#413-11 Updates on the renovations to the City's fire stations

ALD. CICCONE, SALVUCCI, GENTILE & LENNON, updating the Public Facilities and Public Safety & Transportation Committees on the progress of renovations to the city's fire stations. [11/17/11 @ 11:07 AM]

#137-11 Possible changes to long-term meter fees to discourage short-term use

ALD. DANBERG AND FULLER, requesting possible changes to City Ordinance 19-191, Parking Meter Fees, to require a minimum purchase at long-term parking meters in order to discourage short-term use. [04/26/11 @ 9:52 AM]

Respectfully submitted,

Allan Ciccone, Jr. Chair

#335-16**PROPOSED SNOW ORDINANCE AMENDMENT (11/3/2016):****Current Sec. 26-8** *Removal of snow from sidewalks in certain districts:*

- 24 hour time period for compliance
- Applies to all properties in zoned business districts and to buildings "... situated in other than a business district ... and which is used for a purpose permitted in districts zoned for business but not permitted in districts zoned for single, private or general residences."

Changes proposed to Sec. 26-8 *Removal of snow from sidewalks in certain districts*

- Would reduce time period for compliance from 24 hours to 12 hours
- Would add mixed use and manufacturing districts to business districts (in which all properties must comply)
- Would simplify by removing outdated reference to "single, private or general residence districts" and by clarifying that section applies to commercial uses in other districts
- Would add multi-family properties containing more than 4 dwelling units and institutional uses in other districts
- Would add language clarifying that sidewalk snow removal requirements also apply to accessible curb ramps in sidewalk

Changes proposed to Sec. 26-8B *Snow Clearing Assistance*

- Would replace phrases "handicapped persons" and "handicapped person" with phrases "people with disabilities" and "person with disabilities"

Changes proposed to Sec. 26-8D *Trial Program for removal of snow and ice from sidewalks*

- Would replace phrase "handicap access ramps" with phrase "accessible curb ramps"

Sec. 26-8. Removal of snow and ice from sidewalks in certain districts.

Every owner or occupant of a building or lot of land abutting upon a sidewalk which is within a business, mixed use or manufacturing district, as defined by chapter 30, and every owner or occupant of a building or lot of land situated in any other ~~district than a business district as defined by such chapter~~ and which is used for a commercial or institutional purpose or contains more than four residential dwelling units ~~a purpose permitted in districts zoned for business but not permitted in districts zoned for single, private or general residences~~, whether or not such uses are ~~is a~~ nonconforming uses under the provisions of such chapter, which building or lot of land abuts upon a sidewalk, ~~or stands upon a lot of land abutting upon a sidewalk,~~ shall cause any snow to be removed from the sidewalk and any ice on the sidewalk to be removed, sanded or salted within ~~twenty four (24)~~ twelve (12) hours after such snow has ceased to fall or such ice has come to be formed. The preceding provision shall apply to snow and ice on accessible curb ramps in the sidewalk, and shall apply to snow and ice which falls from buildings, other structures, trees or bushes as well as to that which falls from clouds. (Rev. Ords. 1973, § 19-8; Ord. No. T-127, 3-4-91; Ord. No. T-165, 8-12-91; Ord. No. U-3, 2-22-94)

State law references—Removal of snow from sidewalks, G.L. c. 85, § 5; G.L. c. 40, § 21(2), (3), (4)

Sec. 26-8A. City snow clearing—Clearing of sidewalks used as school routes.

The commissioner of public works shall clear snow from certain city sidewalks including portions of both school pedestrian routes and specific arterial and collector roadways, subject to appropriation and the availability of city personnel and equipment. The commissioner, after consultation with the superintendent of schools, chief of police and other appropriate city personnel, shall determine the total number of miles of city sidewalks to be cleared for the purposes of this ordinance based on the availability of personnel, vehicles and funding. Each year during the month of November, the commissioner shall publish a list of said sidewalk snow clearing routes. Said list shall include the street names and, where appropriate, the names of intersecting streets up to which the sidewalks will be cleared. The commissioner shall send a copy of said list to the chief of police and the superintendent of schools. (Ord. No. U-23, 7-11-94)

Sec. 26-8B. Same—Snow clearing assistance.

The commissioner shall annually prepare lists of persons available to provide snow clearing assistance either for a fee or on a volunteer basis. The lists shall be prepared in consultation with appropriate school and senior services department personnel, interested neighborhood organizations, houses of worship, parent-teacher associations, and other similar groups that indicate a willingness to participate in snow clearing assistance. Said lists shall be made available during the month of November each year. The list of persons available to provide snow clearing assistance for a fee shall be available upon request to any Newton resident. Low income elderly or low income people with disabilities ~~handicapped persons~~ requesting volunteer snow clearing assistance shall be referred to the senior services department to be matched with available volunteers. For the purposes of this section, "elderly" shall be defined as a person sixty (60) years of age or older, "~~handicapped~~ person with disability" shall be defined as a person with a physical condition which substantially limits the ability to engage in physical snow clearance activities and "low income" shall be defined in accordance with guidelines established by the United States Department of Housing and Urban Development for the Community Development Block Grant Program. (Ord. No. U-23, 7-11-94; Ord. No. 175, 05-26-05)

Sec. 26-8C. Same—Snow clearance standards.

The commissioner of public works shall endeavor to minimize the blocking of sidewalks and intersections with plowed snow so as not to hinder pedestrian passage. The commissioner shall remove plowed snow from sidewalks and intersections that block pedestrian access, to the extent that such removal is feasible, as determined by the commissioner, and subject to appropriation. (Ord. No. U-23, 7-11-94)

Sec. 26-8D. Trial program for removal of snow and ice from sidewalks.

In order to allow for safe pedestrian and wheelchair passage, every owner or occupant of a building or lot of land abutting upon a paved sidewalk or any person having charge of such property shall use reasonable efforts to remove snow and ice from the sidewalk and ~~handicap-accessible~~ curb ramps, and shall use reasonable efforts to treat said sidewalk and ramps to allow for a safe passageway of approximately thirty-six (36) inches in width, provided that where such sidewalk is less than thirty-six (36) inches in width the passageway shall encompass its entire width and ~~handicap-accessible~~ curb ramps. Snow and ice shall be removed, and sidewalks and ramps shall be treated, within thirty (30) hours after such snow has ceased to fall or such ice has formed. This section shall apply to snow and ice which falls from buildings, other structures, trees or bushes, as well as to that which falls from clouds. This section shall not apply to owners or occupants of a building or lot covered by Section 26-8. The mayor or his designee is authorized to coordinate volunteer snow clearing assistance or to grant an exemption, renewable annually, for citizens who upon written petition demonstrate hardship due to a combination of health and financial duress. The provisions of this section shall take effect on November 1, 2011 and shall expire on November 1, 2017 unless terminated earlier or renewed or modified by the board of aldermen. During this trial period, enforcement shall be limited to issuance of notices of non-compliance for violations of any provision of this section. (Ord. No. Z-83, 3-21-11, Ord. No. A-8, 01-22-13; Ord. No. A-49, 12-01-14)

Sec. 26-9. Putting snow and ice upon streets, sidewalks and bridges.

(a) No person shall block, obstruct or otherwise hinder or impair pedestrian or vehicular traffic on the public ways of the city by placing snow or ice or permitting or causing snow or ice to be placed upon a street, sidewalk or bridge, except that snow or ice removed from a sidewalk may be piled in the adjoining gutter or on the loam border between the sidewalk and the street. This section shall not apply to municipal snow removal operations.

(b) Without limiting the applicability of the foregoing paragraph (a), the owner or occupant of property whose driveway or sidewalk is cleared of snow shall be responsible for promptly removing snow placed on the public way (street, sidewalk and/or bridge) adjoining the owner's property as a result of clearing snow from the driveway or sidewalk of the owner. For purposes of this paragraph, "clearing snow" shall include, but is not limited to, plowing, shoveling, sweeping and any other similar means of removing snow from the driveway or sidewalk. This section shall not apply to municipal snow removal operations. (Rev. Ords. 1973, § 19-9; Ord. No. T-166, 8-12-91; Ord. No. X-97, 07-12-04)

**ARTICLE III.
CIVIL FINES/NON-CRIMINAL DISPOSITION**

Sec. 20-20. Certain ordinance violations subject to civil fine.

(a) As an alternative to initiating criminal proceedings, the sections of these revised ordinances which are listed in section 20-21 may be enforced in the manner provided in General Laws c. 40, section 21D.

(b) Any such enforcing person, as listed in section 20-21, who takes cognizance of a violation of such an ordinance may give to the offender a written notice to appear before the clerk of the district court for Newton at any time during the court's office hours, not later than twenty-one (21) days after the date of such notice.

(c) *Non-criminal disposition upon payment of notice of violation.* Any person notified to appear before the clerk of a district court as hereinbefore provided may so appear and confess the offense charged, either personally or through a duly authorized agent or by mailing to the city clerk together with the notice such specific sum of money as established under section 20-21 as penalty for violation of the ordinance. Upon receipt of such notice and payment, the city clerk shall forthwith notify the district court clerk of such payment and the receipt by the district court clerk of such notification shall operate as a final disposition of the case. An appearance under this subsection shall not be deemed to be a criminal proceeding. No person so notified to appear before the clerk of a district court shall be required to report to any probation officer, and no record of the case shall be entered in any probation records.

(d) *Right of appeal and hearing in the district court.* If any person so notified to appear desires to contest the violation alleged in the notice to appear and also to avail himself of the procedure established pursuant to this section and G.L. c. 40 § 21D, he may, within twenty-one days after the date of the notice, request a hearing in writing. Such hearing shall be held before a district court judge, clerk, or assistant clerk, as the court shall direct, and if the judge, clerk or assistant clerk shall, after hearing, find that the violation occurred and that it was committed by the person so notified to appear, the person so notified shall be permitted to dispose of the case by paying the specific sum of money established as a penalty as aforesaid or such lesser amount as the judge, clerk or assistant clerk shall order, which payment shall operate as a final disposition of the case. If the judge, clerk, or assistant clerk shall, after hearing, find that the violation alleged did not occur or was not committed by the person notified to appear, that finding shall be entered in the docket, which shall operate as a final disposition of the case. Proceedings held pursuant to this subsection shall operate as a final disposition of the case. Proceedings held pursuant to this subsection shall not be deemed to be criminal proceedings. No person disposing of a case by payment of such a penalty shall be required to report to any probation office as a result of such violation, nor shall any record of the case be entered in the probation records.

(e) *Failure of appeal and return to criminal process.* If any person so notified to appear before the clerk of a district court fails to pay the fine provided hereunder within the time specified or, having appeared, does not confess the offense before the clerk or pay the sum of money established as a penalty after a hearing and finding as provided in subsection (d), the clerk shall notify the enforcing person who issued the original notice, who shall determine whether to apply for the issuance of a criminal complaint for the violation of the appropriate ordinance. (Ord. No. V-255, 8-9-99)

Sec. 20-21. Enforcing persons and revised ordinances subject to civil fine.

(d) POLICE DEPARTMENT: City police officers shall be authorized to issue written notice of the following violations:

.....PENALTY
() Warning \$0.00

Sec. 26-8. Removal of snow and ice from sidewalks in certain districts.

- () First offense in calendar year..... \$100.00
- () Second offense in calendar year \$200.00
- () Third and subsequent offenses in calendar year \$300.00

Sec. 26-9. Putting snow and ice upon streets, sidewalks and bridges

- () Placing snow or ice on a public way (street, sidewalk or bridge)
 - First offense in calendar year..... \$100.00
 - Second offense in calendar year \$200.00
 - Third offense and subsequent offenses in calendar year \$300.00
- () Causing or permitting snow or ice to be placed upon a public way (street, sidewalk or bridge)
 - First offense in calendar year..... \$100.00
 - Second offense in calendar year \$200.00
 - Third offense and subsequent offenses in calendar year \$300.00

BUS LICENSE APPLICATION

BUS LICENSE HOLDER: KEVIN LEARY VPNE PARKING 343 CONGRESS ST BOSTON 617-451-1393
(Owner Name) (Company Name) (Company Address) (Company Phone Number)
BMCGONAGLE@VPNE.COM
(email address)

Please list below for each Bus:

	VEHICLE REGISTRATION #	VEHICLE ID # (VIN)	ODOMETER READING
1.	<u>LV 75327</u>	<u>1FD8E3FL5GDC32165</u>	<u>5425</u>
2.	<u>LV 75337</u>	<u>1FDEE3FLXGX32162</u>	<u>9416</u>
3.			

#394-16(A)&(B)

Received
\$20.00
2 Bus Licenses
Lasell College

David A. Olson, CHD
Newton, MA 02459

2016 NOV 18 AM 10:14

RECEIVED
NOV 18 2016

CONTACT INFORMATION:

John Kennedy
Chief of Police / Director of Public Safety
Lasell – Mount Ida College Police Department
1844 Commonwealth Ave.
Newton, MA 02644
(617) 243-2370 (Office)
(617) 243-2279 (Main)
(617) 243-2342 fax



Lasell-Mount Ida
College Police Department

VPNE
Parking Solutions

Bill McGonagle
Director of Shuttle Services

C: (617) 908.3271 | F: (617) 439.6788 | E: bmcgonagle@vpne.com

vpne.com

343 Congress Street, 3rd Floor
Boston, Massachusetts 02210

Danielle Delaney

From: David Koses
Sent: Wednesday, October 19, 2016 1:05 PM
To: Kennedy, John P
Cc: Danielle Delaney; John J. Babcock
Subject: RE: Registration/Approval Process

Hi John,

I will copy your email to Danielle Delaney, the Clerk to the Public Safety and Transportation Committee of the City Council.

By City Ordinance, fixed route services such as the Lasell College shuttle, are required to be reviewed by the Newton Police Department (typically Sergeant Babcock), and subsequently approved by the City Council.

Danielle should be able to describe the process to you in more detail and will work with you to docket the item. The item would be subsequently added to an agenda, discussed, and will probably be quickly approved by the Committee. I believe that there is a small fee required of a few dollars.

Danielle can be reached at 617-796-1211, I'm at 617-796-1496 and Sgt. Babcock can be reached at 617-796-2106.

Thanks,
David Koses

From: Kennedy, John P [<mailto:JPKennedy@lasell.edu>]
Sent: Wednesday, October 19, 2016 12:52 PM
To: David Koses
Subject: Registration/Approval Process

David,

At the meeting that was held at Lasell College last week regarding parking we learned about the process of approving or certifying the college shuttle service with the City. I can tell you that this was the first time anyone at Lasell had heard of this requirement.

If you could let me know what the process entails I will make sure that the vendor that runs our service, VPNE, is made aware and fulfills whatever requirements the City has.

Thanks,

*John Kennedy
Chief of Police / Director of Public Safety
Lasell – Mount Ida College Police Department
1844 Commonwealth Ave.
Newton, MA 02644
(617) 243-2370 (Office)*

(617) 243-2279 (Main)

(617) 243-2342 fax



Lasell-Mount Ida
College Police Department



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 1 Congress Street, Suite 100
 Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: VANE Parking Solutions, LLC

Address: 343 Congress Street #3300

City/State/Zip: Boston, MA 02210 Phone #: 617-451-1393

Are you an employer? Check the appropriate box:

1. ☒ I am a employer with 1400 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☒ Other Transportation Services

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____

Date: 10.31.16

Phone #: 617-451-1393

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
 6. Other _____

Contact Person: _____ Phone #: _____

SHUTTLE "A"

MONDAY - FRIDAY

MBTA/ RIVERSIDE	ARNOW CAMPUS CENTER	FOREST SUITES	MBTA/ RIVERSIDE	ARNOW CAMPUS CENTER	WOODLAND HALL	FOREST SUITES
	6:15 AM	6:20 AM				
6:30 AM	6:40 AM	6:45 AM	6:50 AM	6:55 AM		7:00 AM
7:10 AM	7:15 AM	7:20 AM	7:30 AM	7:35 AM		7:40 AM
7:50 AM	7:55 AM	8:00 AM	8:10 AM	8:15 AM		8:20 AM
8:30 AM	8:35 AM	8:40 AM	8:50 AM	8:55 AM		9:00 AM
9:10 AM	9:15 AM	9:20 AM	9:30 AM	9:35 AM		9:40 AM
9:50 AM	9:55 AM DROP ONLY (SHIFT CHANGE)		10:15 AM		10:25 AM	
10:35 AM	10:40 AM	10:45 AM	10:55 AM		11:05 AM	
11:15 AM	11:20 AM	11:25 AM	11:35 AM		11:45 AM	
11:55 AM	12:00 PM	12:05 PM	12:15 PM		12:25 PM - DROP ONLY (DRIVER BREAK)	
1:00 PM	1:05 PM	1:10 PM	1:20 PM		1:30 PM	
1:40 PM	1:45 PM	1:50 PM	2:00 PM		2:10 PM	
2:20 PM	2:25 PM	2:30 PM	2:40 PM		2:50 PM	
3:00 PM	3:05 PM	3:10 PM	3:20 PM		3:30 PM	
3:40 PM	3:45 PM	3:50 PM	4:00 PM		4:10 PM	
4:20 PM	4:25 PM	4:30 PM	4:40 PM		4:50 PM	
5:00 PM	5:05 PM	5:10 PM	5:20 PM		5:30 PM	
5:40 PM	5:45 PM	5:50 PM - DROP ONLY (SHIFT CHANGE/FUEL)	6:15 PM		6:25 PM	
6:35 PM	6:40 PM	6:45 PM	6:55 PM		7:05 PM	
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8:35 PM	8:40 PM	8:45 PM	8:55 PM		9:05 PM	
9:15 PM	9:20 PM	9:25 PM	9:35 PM		9:45 PM	
9:55 PM	10:00 PM	10:05 PM	10:15 PM		10:25 PM	
10:35 PM	10:40 PM	10:45 PM - DROP ONLY (DRIVER BREAK)	11:10 PM		11:20 PM	
11:30 PM	11:35 PM	11:40 PM	11:50 PM		12:00 AM	
12:10 AM	12:15 AM	12:20 AM	12:30 AM		12:40 AM	
12:50 AM	12:55 AM	1:00 AM	1:10 AM		1:20 AM	
1:30 AM	1:40 AM	1:45 AM - DROP ONLY (END OF SERVICE)				

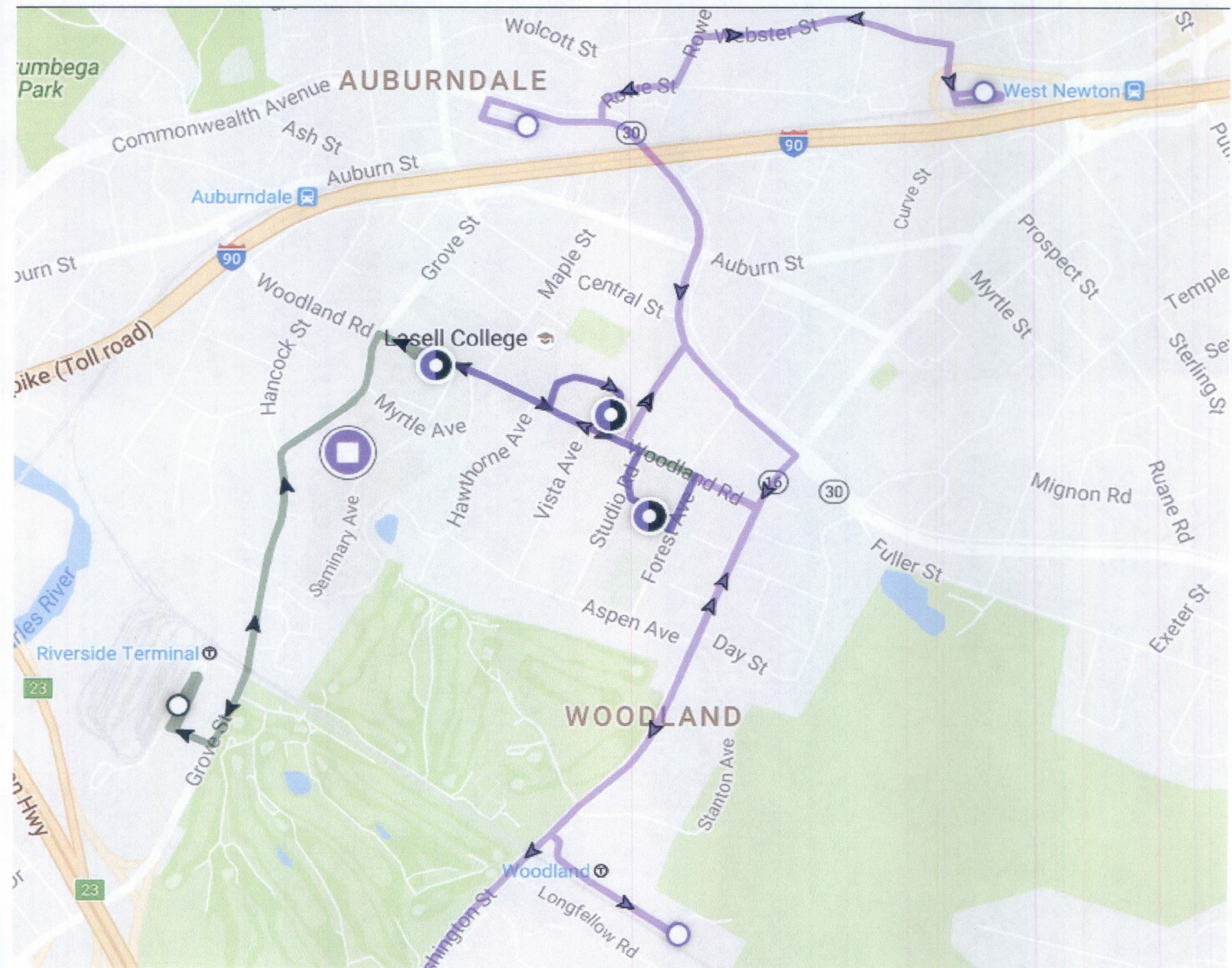


SATURDAY SHUTTLE

FOREST SUITES	WOODLAND HALL	ARNOW CAMPUS CENTER	STAR MARKET	MBTA/ WEST NEWTON	MBTA/ WOODLAND STATION	WOODLAND HALL	NEWTON CENTRE	NATICK MALL	MBTA/ RIVERSIDE
9:20 AM	↑	9:25 AM	↑	9:35 AM	9:45 AM			↑	9:55 AM
	10:05 AM						10:20 AM		10:40 AM
10:50 AM		11:00 AM	Natick Mall Trip					11:30 AM	12:00 PM
	12:10 PM - DROP ONLY (DRIVER BREAK)	12:40 PM							12:45 PM
	12:50 PM		12:55 PM	1:05 PM	1:15 PM				1:25 PM
		1:35 PM	1:40 PM			1:45 PM			1:55 PM
		2:10 PM	Natick Mall Trip					2:40 PM	
		3:10 PM					3:25 PM		3:40 PM
3:45 PM		3:50 PM - DROP ONLY (SHIFT CHANGE)				4:10 PM			4:15 PM
	4:25 PM		4:30 PM						4:40 PM
4:50 PM		4:55 PM		5:05 PM	5:15 PM				5:25 PM
5:30 PM		5:35 PM	5:45 PM			5:50 PM	6:05 PM		6:20 PM
6:30 PM		6:35 PM		6:45 PM	6:55 PM				7:05 PM
	7:15 PM		7:25 PM						7:35 PM
7:45 PM		7:50 PM	8:00 PM			8:05 PM	8:25 PM		8:45 PM
8:55 PM		9:00 PM		9:10 PM	9:20 PM				9:30 PM
9:40 PM		9:45 PM - DROP ONLY (END OF SERVICE)							

SUNDAY SHUTTLE

FOREST SUITES	STAR MARKET	ARNOW CAMPUS CENTER	WOODLAND HALL	STAR MARKET	MBTA/ WEST NEWTON	MBTA/ WOODLAND STATION	NEWTON CENTRE	MBTA/ RIVERSIDE
		↑	12:10 PM	12:15 PM	12:20 PM	12:30 PM	↑	12:40 PM
	12:50 PM		1:00 PM				1:15 PM	1:30 PM
			1:40 PM					1:50 PM
2:00 PM					2:10 PM	2:20 PM		2:30 PM
2:40 PM			2:45 PM				3:05 PM	3:25 PM
3:35 PM			3:40 PM	3:50 PM	3:55 PM	4:05 PM		4:15 PM
4:25 PM	4:35 PM		4:45 PM					4:55 PM
5:10 PM					5:20 PM	5:30 PM		5:40 PM
5:50 PM		5:55 PM - DROP ONLY (SHIFT CHANGE)	6:15 PM				6:30 PM	6:45 PM
			6:50 PM	6:55 PM	7:00 PM	7:10 PM		7:20 PM
7:25 PM	7:30 PM		7:35 PM		7:45 PM	7:55 PM		8:05 PM
8:15 PM		8:20 PM			8:30 PM	8:40 PM		8:50 PM
9:00 PM		9:05 PM			9:15 PM	9:20 PM		9:30 PM
9:40 PM		9:45 PM			9:55 PM	10:05 PM		10:15 PM
10:25 PM		10:30 PM			10:40 PM	10:45 PM		10:55 PM
11:05 PM		11:10 PM			11:20 PM	11:25 PM		11:35 PM
11:45 PM		11:50 PM - DROP ONLY (END OF SERVICE)						



DRIVER/VEHICLE EXAMINATION REPORT

#394-16(A)&(B) Aspen 3.0.0.17

Massachusetts State Police
Commerical Vehicle Enforcement Section
906 Elm Street
Concord, Ma 01742
Phone: (978)369 1004

Report Number: MAZG00013545
Inspection Date: 11/02/2016
Start: 09:00 AM ET End: 9:30:00 AM ET
Inspection Level: V - Terminal
HM Inspection Type: None

VPNE PARKING SOLUTIONS LLC
343 CONGRESS STREET
BOSTON, MA 02210
USDOT#: 02068338 Phone#: (617)451-1393
MC/MX#: 725389 Fax#:
State#:
Location: NEWTON
Highway:
County: MIDDLESEX, MA

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:
Shipper:
Bill of Lading:
Cargo: PASSENGER

MilePost:
Origin: BOSTON, MA
Destination: BOSTON, MA

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2016	MA	LV75327	1302	1FDEE3FLXGDC32162	12,500		23618010	

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Failure to return this report with the required certification can result in penalties up to \$1,000 per day for each day the violation continues, up to a total of \$10,000.

Signature Of Repairer X: _____ Facility: _____ Date: _____

DRIVER: This report must be furnished to the motor carrier whose name appears at the top of this form. **NOTE TO MOTOR CARRIERS:** Return this report to the address on the top of this form with SUFFICIENT EVIDENCE THAT REPAIRS HAVE BEEN MADE OR VIOLATIONS CORRECTED (repair bills, copy of valid license or medical certificate, log book, etc). Failure to comply may result in further action (Ma General Law 90, sections 2,9 &20). If the registrar determines that a commercial motor vehicle is unsafe, improperly equipped, or unfit to be operated, he may refuse to register such vehicles, or may suspend or revoke a registration. *CARRIER CERTIFICATION: The undersigned certifies that all violations on this report have been corrected and action taken to assure compliance with the Motor Carrier Safety and HM Regulations insofar as they are applicable to motor carriers and drivers. This certification MUST BE SIGNED by the Motor Carrier and RETURNED IN 15 days. For questions refer to: WWW.FMCSA.DOT.GOV

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
WILLIAM BARRY

Badge #:
0004

Copy Received By:

Page 1 of 1

X _____

X _____


02068338 MA MAZG00013545

DRIVER/VEHICLE EXAMINATION REPORT

#394-16(A)&(B) Aspen 3.0.0.17

Massachusetts State Police
Commerical Vehicle Enforcement Section
906 Elm Street
Concord, Ma 01742
Phone: (978)369 1004

Report Number: MAZG00013546
Inspection Date: 11/02/2016
Start: 09:30 AM ET End: 10:00:00 AM ET
Inspection Level: V - Terminal
HM Inspection Type: None

VPNE PARKING SOLUTIONS LLC
343 CONGRESS STREET
BOSTON, MA 02210
USDOT#: 02068338 Phone#: (617)451-1393
MC/MX#: 725389 Fax#:
State#:
Location: NEWTON
Highway:
County: MIDDLESEX, MA

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:
Shipper:
Bill of Lading:
Cargo: PASSENGER

MilePost:
Origin: BOSTON, MA
Destination: BOSTON, MA

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2016	MA	LV75337	1301	1FDEE3FL5GDC32165	12,500		23618010	

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Failure to return this report with the required certification can result in penalties up to \$1,000 per day for each day the violation continues, up to a total of \$10,000.

Signature Of Repairer X: _____ Facility: _____ Date: _____

DRIVER: This report must be furnished to the motor carrier whose name appears at the top of this form. **NOTE TO MOTOR CARRIERS:** Return this report to the address on the top of this form with SUFFICIENT EVIDENCE THAT REPAIRS HAVE BEEN MADE OR VIOLATIONS CORRECTED (repair bills, copy of valid license or medical certificate, log book, etc). Failure to comply may result in further action (Ma General Law 90, sections 2,9 &20). If the registrar determines that a commercial motor vehicle is unsafe, improperly equipped, or unfit to be operated, he may refuse to register such vehicles, or may suspend or revoke a registration. *CARRIER CERTIFICATION: The undersigned certifies that all violations on this report have been corrected and action taken to assure compliance with the Motor Carrier Safety and HM Regulations insofar as they are applicable to motor carriers and drivers. This certification MUST BE SIGNED by the Motor Carrier and RETURNED IN 15 days. For questions refer to: WWW.FMCSA.DOT.GOV

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
WILLIAM BARRY

Badge #:
0004

Copy Received By:

Page 1 of 1



02068338 MA MAZG00013546

X _____

X _____



CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate

RMV Division

PLATE TYPE LVN	REGISTRATION NUMBER LV75327	REGISTRATION TYPE LIVERY	EFFECTIVE DATE 08/22/16	EXPIRES LAST DAY OF	MONTH 07	YEAR 18	TRANSACTION NUMBER 01623552010102
MFPS MODEL YEAR 2016	MAKE STAR	MODEL ALLSTA	BODY STYLE/TYPE VAN	COLOR WHITE	Not valid without official signature of Registrar <i>Chen C. Dwyer</i>		IF VEHICLE CARRYING PASSENGERS FOR HIRE: MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED. 14
VEHICLE IDENTIFICATION NUMBER 1FDEE3FLXGDC32162		INSURANCE COMPANY PHILADELPHIA INDEM		TITLE NUMBER		TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER.	
RESIDENTIAL ADDRESS (IF DIFFERENT)							
NAME(S) OF OWNER(S) AND MAILING ADDRESS VPNE PARKING SOLUTIONS LLC 343 CONGRESS ST 3RD FLOOR BOSTON, MA 02110				FEES REGISTRATION 168.00 TITLE 75.00 SPECIAL PLATES 0.00 SALES TAX 3888.13 TOTAL 4131.13			
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION REGISTRY OF MOTOR VEHICLES DIVISION The records of the RMV database constitute the official status of the vehicle registration.							

SPECIAL MESSAGE

IF THIS VEHICLE IS NEWLY ACQUIRED, IT
MUST BE INSPECTED WITHIN SEVEN (7) DAYS
OF REGISTRATION.

CHANGE OF ADDRESS

STREET ADDRESS

CITY, STATE, ZIP CODE

Important Information for Vehicle Owners

- Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate, upon his/her person or in the vehicle, in some easily accessible place.
- By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: www.massrmv.com or by mail to: RMV, P.O. Box 55889, Boston, MA 02205-5889. Once you have reported the address change to the RMV, please write corrected address in box provided above.

- Return the registration plates to the RMV immediately if:
 - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the *Bill of Sale*, *Title*, and completed *Reassignment of Title* for your records to document the transfer.
 - You move to another state and you register the vehicle in that state.
 - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

Transferring Your Plates: Massachusetts law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. All of the following must be met: 1. You are at least 18 years of age and you own the motor vehicle or trailer identified on this *Registration Certificate*; 2. You transfer ownership of this vehicle to another person or permanently lose possession of it (such as through repossession, etc.); 3. The newly acquired vehicle is of the same vehicle type (passenger vehicle to passenger vehicle, trailer to trailer, etc.); the same registration type (passenger to passenger, commercial to commercial); and has the same number of wheels; and, 4. The seller and buyer properly complete the Assignment of the Certificate of Title (for the newly acquired "used" vehicle) or Certificate of Origin (if a "new" vehicle). If all of the above are met, you may operate the newly acquired vehicle with the transferred plates up to 5:00 pm of the 7th calendar day following the date of transfer (or loss of possession). The day of transfer or loss is day #1. During those 7 days, you must carry the *Bill of Sale* (or the dealer's *Purchase Contract*) for the newly acquired vehicle and this *Registration Certificate* when operating the vehicle. See *FAQs About the Seven-Day Registration Transfer Law* on the RMV's website at www.massrmv.com.

No Insurance Card Required: Massachusetts's law does not require an insurance card. The law, M.G.L. Chapter 90, Section 34A and Chapter 175, Section 113A requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. If an insurer is identified on the face of this *Registration Certificate*, it is required by law to electronically notify the RMV (Registry of Motor Vehicles) if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's office.

Be first in line by going online at www.massrmv.com

Schedule a Road Test
Renew Your Driver's License
Renew Your Registration
Pay Citations/Court Hearing Fee
Replace Your Driver's License

Request a Duplicate Title
Request a Duplicate Registration
Change Your Address
Cancel My Plate/Registration
Order a Special Plate

NEED TO VISIT AN RMV OFFICE?
SAVE TIME
Complete Your
Application Online!

VISIT OUR WEBSITE FOR A FULL LIST OF AVAILABLE TRANSACTIONS



CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate

Q-#39475(A)&(B)

RMV Division

PLATE TYPE LVN	REGISTRATION NUMBER LV75337	REGISTRATION TYPE LIVERY	EFFECTIVE DATE 08/22/16	EXPIRES LAST DAY OF MONTH 07 YEAR 18	TRANSACTION NUMBER 01623552010103
MFPS MODEL YEAR 2016	MAKE STAR	MODEL ALLSTA	BODY STYLE/TYPE VAN	COLOR WHITE	Not valid without official signature of Registrar
VEHICLE IDENTIFICATION NUMBER 1FDEE3FL5GDC32165		INSURANCE COMPANY PHILADELPHIA INDEM		TITLE NUMBER	IF VEHICLE CARRYING PASSENGERS FOR HIRE MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED. 14
RESIDENTIAL ADDRESS (IF DIFFERENT)					REGISTRAR <i>Chen C. Denny</i>
NAME(S) OF OWNER(S) AND MAILING ADDRESS VPNE PARKING SOLUTIONS LLC 343 CONGRESS ST 3RD FLOOR BOSTON, MA 02110					
FEEES					
REGISTRATION					168.00
TITLE					75.00
SPECIAL PLATES					0.00
SALES TAX					3586.88
TOTAL					3829.88
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION REGISTRY OF MOTOR VEHICLES DIVISION The records of the RMV database constitute the official status of the vehicle registration.					

SPECIAL MESSAGE IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.	CHANGE OF ADDRESS STREET ADDRESS CITY, STATE, ZIP CODE
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Important Information for Vehicle Owners

- Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate, upon his/her person or in the vehicle, in some easily accessible place.
- By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: www.massrmv.com or by mail to: RMV, P.O. Box 55889, Boston, MA 02205-5889. Once you have reported the address change to the RMV, please write corrected address in box provided above.

- Return the registration plates to the RMV immediately if:
 - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the *Bill of Sale, Title*, and completed *Reassignment of Title* for your records to document the transfer.
 - You move to another state and you register the vehicle in that state.
 - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

Transferring Your Plates: Massachusetts law (M.G.L. Chapter 90, Section 2) allows you to transfer **valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer** while you obtain Insurance and a new registration. **All** of the following must be met: 1. You are at least 18 years of age and you own the motor vehicle or trailer identified on this *Registration Certificate*; 2. You transfer ownership of this vehicle to another person or permanently lose possession of it (such as through repossession, etc.); 3. The newly acquired vehicle is of the **same vehicle type** (passenger vehicle to passenger vehicle, trailer to trailer, etc.); the **same registration type** (passenger to passenger, commercial to commercial); and has the **same number of wheels**; and, 4. The **seller and buyer** properly complete the Assignment of the Certificate of Title (for the newly acquired "used" vehicle) or Certificate of Origin (if a "new" vehicle). If **all** of the above are met, you may operate the newly acquired vehicle with the transferred plates **up to 5:00 pm of the 7th calendar day** following the date of transfer (or loss of possession). The day of transfer or loss is day #1. During those 7 days, you **must** carry the *Bill of Sale* (or the dealer's *Purchase Contract*) for the newly acquired vehicle **and** this *Registration Certificate* when operating the vehicle. See *FAQs About the Seven-Day Registration Transfer Law* on the RMV's website at www.massrmv.com.

No Insurance Card Required: Massachusetts's law does **not** require an insurance card. The law, M.G.L. Chapter 90, Section 34A and Chapter 175, Section 113A requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. If an insurer is identified on the face of this *Registration Certificate*, it is required by law to electronically notify the RMV (Registry of Motor Vehicles) if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's office.

Be first in line by going online at www.massrmv.com

Schedule a Road Test
Renew Your Driver's License
Renew Your Registration
Pay Citations/Court Hearing Fee
Replace Your Driver's License

Request a Duplicate Title
Request a Duplicate Registration
Change Your Address
Cancel My Plate/Registration
Order a Special Plate

NEED TO VISIT AN RMV OFFICE?
SAVE TIME
Complete Your
Application Online!

VISIT OUR WEBSITE FOR A FULL LIST OF AVAILABLE TRANSACTIONS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty 620 Hinesburg Road P. O. Box 2127 So Burlington, VT 05407-2127	CONTACT NAME: Linda Bogardus PHONE (A/C, No, Ext): 802 658-1100 E-MAIL ADDRESS: linda.bogardus@nfp.com FAX (A/C, No): 802-658-9419	
	INSURER(S) AFFORDING COVERAGE	
INSURED VPNE Parking Solutions, LLC 343 Congress Street, 3rd Floor Boston, MA 02210-M	INSURER A: Liberty Mutual Fire Insurance	
	INSURER B: Federal Insurance Company	
	INSURER C: National Casualty Company	
	INSURER D: Safety Insurance Company	
	INSURER E:	
INSURER F:		NAIC # 23035 20281 11991 39454

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC			TB2611262282	10/08/2016	10/08/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Retention \$100,000 COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			AS2611262282	10/08/2016	10/08/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0			TH7611262282	10/08/2016	10/08/2017	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 Follow Form \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WA761D262282 All States	10/08/2016	10/08/2017	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	MA Garagekeepers			2705396	11/10/2015	11/10/2016	\$1 Mill/\$1000 Ded
B	Blkt Crime			82092704	10/08/2016	10/08/2017	\$1 Mill/\$10,000 Ded
C	E & O Prof			EKO3184112	10/08/2016	10/08/2017	\$3 Mill/\$7,500 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Garagekeepers - Other States

Policy #AS2611262282

Term 10/08/16 to 10/08/17

Primary

\$1,000,000 Limit with \$15,000 ded Comp & Coll

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Lasell College
1844 Commonwealth Avenue
Newton, MA 02466-2716

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael T Walsh

DESCRIPTIONS (Continued from Page 1) #394-16(A)&(B)

Garage Liability - All States

Policy #AS2611262282

Term 10/08/16 to 10/08/17

\$1,000,000 Limit \$0 Deductible

Re: Shuttle Services

Lasell College is listed as Additional Insured under the General Liability when required by written contract agreement.

**MERCEDES-BENZ COMMERCIAL VAN
PREPAID MAINTENANCE AGREEMENT**

Selling Dealer: The Authorized Mercedes-Benz Dealer from which you purchased this Agreement.

Purchaser, you: The party indicated as the "Purchaser" on page 1.

GENERAL PROVISIONS: SB (INITIAL)

Agreement Territory, Term and Mileage Expiration - This Mercedes-Benz Commercial Van Prepaid Maintenance Agreement (this "Agreement") applies to service occurring only within the United States and Puerto Rico. The mileage and time duration term of this Agreement begins on the Original New Vehicle In-Service/Warranty Start Date, as indicated on page 1, regardless of the date this Agreement is purchased. This Agreement expires when all service intervals purchased, as indicated on page 1, have been performed or on the Agreement End Date, whichever occurs first. This Agreement may only be purchased prior to the occurrence of both the one year anniversary of the purchased date of the Vehicle and the performance of the Vehicle's first factory-required service interval.

NATURE OF AGREEMENT: SB (INITIAL)

THE PURCHASER UNDERSTANDS AND AGREES THAT THIS AGREEMENT IS NOT A POLICY OF INSURANCE AND THAT THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE OR OBTAIN FINANCING FOR A MOTOR VEHICLE.

DEFINITION OF TERMS:

Maintenance Booklet: Manufacturer's manual containing maintenance work information utilized for the Vehicle's specific model, age or mileage.

Any Authorized Mercedes-Benz Passenger Vehicle Dealer: Any Authorized Mercedes-Benz Dealer in the United States and Puerto Rico of the owner's choice can perform Mercedes-Benz Prepaid Maintenance Services. The Vehicle should be delivered to the Authorized Dealer during normal service hours. A reasonable time should be allowed after taking the Vehicle to the Authorized Dealer for performance of the Mercedes-Benz Prepaid Maintenance Services.

Private Party Purchaser: Any purchaser of the Vehicle other than a Motor Vehicle Dealer or Authorized Mercedes-Benz Passenger Vehicle Dealer, or a person actively engaged in the business of buying, selling or exchanging motor vehicles.

No Charge: Mercedes-Benz Prepaid Maintenance Services will be provided at no charge for parts, labor or diagnostic operations which are directly related to the coverage provided under this Agreement.

Vehicle: The Mercedes-Benz Commercial Van specified on page 1; which cannot be used at any time during the term of this Agreement for professional emergency, law enforcement, for-hire or commercial rental purposes.

Mercedes-Benz USA, LLC (MBUSA), We, Us, Our: The party obligated to provide the services under this Agreement. 303 Perimeter Center North, Suite 202, Atlanta, GA 30346; 1-800-FOR-MERCEDES (1-800-367-6372).

LIMITS OF LIABILITY: SB (INITIAL)

The performance of work for prescribed maintenance services as stated under this Agreement is the only remedy available under this Agreement. MBUSA WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INJURY, LOSS OF LIFE, PROPERTY DAMAGE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE OR COMMERCIAL LOSS, OR BREACH OF IMPLIED OR EXPRESSED WARRANTIES. ANY AND ALL SUCH LIABILITY IS EXPRESSLY EXCLUDED. Some states do not permit the exclusions or limitations of incidental or consequential damages, so these limitations may not apply to you. PURCHASER FURTHER AGREES AND UNDERSTANDS THAT THE LIABILITY OF MBUSA UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ONE MAINTENANCE SERVICE INTERVAL SHALL NOT EXCEED THE RETAIL VALUE OF THE REQUIRED MAINTENANCE SERVICE AS RECOMMENDED BY MBUSA IN THE MAINTENANCE BOOKLET. THE MAXIMUM LIABILITY OF MBUSA FOR THE ENTIRE TERM OF THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE RETAIL VALUE OF ALL REQUIRED MAINTENANCE SERVICES AS RECOMMENDED BY MBUSA IN THE MAINTENANCE BOOKLET THAT OCCURS DURING THE TERM OF THIS AGREEMENT, AS SELECTED ON PAGE 1.

**MERCEDES-BENZ COMMERCIAL VAN PREPAID MAINTENANCE
AGREEMENT COVERAGE:** SB (INITIAL)

This Agreement provides term coverage for the specific number of service intervals purchased, as indicated on page 1, or the Agreement End Date, whichever occurs first. The number of service intervals indicated on page 1 dictates the number of service intervals included; either two (2), four (4), six (6), or eight (8) service intervals. This Agreement covers routine ("required") maintenance services with AdBLUE or without AdBLUE, depending on the type of Agreement purchased as indicated on page 1. Most routine maintenance services are required to occur either: (a) every 12 months; or (b) every 15,000 or 20,000 miles, depending on the Vehicle model. All purchased service intervals must be performed in sequential order, beginning with an A Service (as described in the Maintenance Booklet). Failure to do so may result in services being denied. The term of this Agreement is defined on page 1. All service-related functions will be performed by personnel of any Authorized Mercedes-Benz Dealer in the United States or Puerto Rico. MBUSA reserves the right to make changes to maintenance service requirements as listed in the Maintenance Booklet.

SB

#394-16(A)&(B)

MERCEDES-BENZ COMMERCIAL VAN PREPAID MAINTENANCE AGREEMENT COVERAGE (CONT.): JS (INITIAL)

THIS AGREEMENT DOES NOT INCLUDE ANY WEAR ITEMS, REPLACEMENT OF PARTS OR ADDITIONAL DEALER-RECOMMENDED SERVICE NOT SPECIFICALLY IDENTIFIED HEREIN.

The following are not covered by this Agreement:

1. **ALL ITEMS OR COSTS NOT SPECIFICALLY IDENTIFIED AS COVERED BY THIS AGREEMENT AND WHICH ARE NOT LISTED IN YOUR MAINTENANCE BOOKLET.**
2. **SERVICES AT NON-AUTHORIZED DEALERS:** Otherwise covered maintenance services when the prescribed service is not performed by an Authorized Mercedes-Benz Dealer.
3. **CONSEQUENTIAL DAMAGES:** Any consequential or secondary damages that may be suffered as a result of the need to repair or replace a part except to the extent coverage of such damage is required by the state whose law governs this Agreement.
4. **ALTERED ODOMETER:** Any Vehicle on which the odometer has been altered and the actual mileage cannot be determined.
5. **LIABILITY FROM USE OF THE VEHICLE:** Liability for damage to property or injury or death of any person arising out of the operation, maintenance or use of the Vehicle whether or not related to the prescribed services.
6. **TAXES:** Any and all taxes required on services under this Agreement, except where prescribed by law.
7. **Claims where the procedures for obtaining the prescribed maintenance service, as described under the "How to Obtain Service" section below are not followed.**

8. **Any repairs to or mechanical breakdowns of the Vehicle, whether associated with or not associated with a prescribed maintenance service.**
9. **Loss of use of the Vehicle.**
10. **Damages arising from the failure to have prescribed maintenance performed in accordance with the required maintenance schedule.**

HOW TO OBTAIN SERVICE: JS (INITIAL)

1. Contact your Selling Dealer, or any Authorized Mercedes-Benz Dealer a) Schedule a maintenance appointment for the appropriate maintenance service.
 - b) Bring the Vehicle along with the Maintenance Booklet and this Agreement to your Selling Dealer, or any Authorized Mercedes-Benz Dealer.
 - c) Sign the repair order upon completion of all required maintenance services.
 - d) Pay for any non-covered services and/or parts and taxes, if applicable.
2. If you require assistance in locating an Authorized Mercedes-Benz Dealer, please call the Mercedes-Benz Customer Assistance Center toll-free at 1-800-FOR-MERCEDES (1-800-367-6372).

NOTICE: JS (INITIAL)

If an Authorized Mercedes Dealer has failed to perform the requested maintenance services as described in the Maintenance Booklet, please refer to the consumer information section of the Vehicle's Operator's Manual or the Service & Warranty Information Booklet. This Agreement may be cancelled by MBUSA if the Vehicle does not meet the eligibility guidelines stated herein.

TRANSFER: JS (INITIAL)

This Agreement's benefits may only be transferred by the original purchaser to a Private Party Purchaser (the approved transferee) to whom you sell the vehicle. This can be done only if the Private Party Purchaser presents the Selling Dealer, or any Authorized Mercedes-Benz Dealer, with proof of ownership for the Vehicle and the Purchaser a copy of this Agreement. **THIS AGREEMENT MAY NOT BE TRANSFERRED TO ANOTHER VEHICLE.**

CANCELLATION: JS (INITIAL)

Subject to any specific exclusions or limitations under State law, this Agreement cannot be cancelled by the purchaser and is non-refundable.

If you have not paid for this Agreement in full and a lien is outstanding against the Vehicle and/or this Agreement itself, any permitted cancellation refund under State law will be made payable to the Lienholder/Lessor. Should the Vehicle be repossessed, any cancellation rights hereunder shall transfer to the Lienholder/Lessor as its interest may appear, and the Selling Dealer, or any Authorized Mercedes-Benz Dealer, agrees to effect cancellation at such Lienholder's/Lessor's request only pursuant to the terms of cancellation set forth above.

#394-16(A)&(B)

If any promise made in this Agreement has been denied or has not been honored within 60 days after your request, you may contact the California Department of Insurance at 1-800-927-4357.

STATE AMENDMENTS: SB (INITIAL)

If you purchased this Agreement in any of the following states, this Agreement is amended as indicated below:

California:

The Purchaser may cancel this Agreement at any time by submitting a written cancellation request to the Selling Dealer or any Authorized Mercedes-Benz Dealer.

If the Purchaser elects to cancel this Agreement within 60 days of the effective date and has not received any service under this Agreement, the Selling Dealer will within 30 days of cancellation issue to the Purchaser a full refund equal to the Purchase Price. If the Purchaser has received service under this Agreement, the Selling Dealer shall issue to the Purchaser within 30 days of cancellation a refund equal to the Purchase Price minus the cost of any services received under this Agreement.

If the Purchaser elects to cancel this Agreement more than 60 days after the effective date, the Selling Dealer shall issue to the Purchaser within 30 days of cancellation a refund equal to the Purchase Price minus the cost of any services received under this Agreement.

THE CANCELLATION PROVISIONS DESCRIBED ABOVE ARE NOT APPLICABLE IN ANY WAY IF THIS AGREEMENT HAS BEEN TRANSFERRED, AND NO REFUND SHALL BE ISSUED TO ANY PRIVATE PARTY PURCHASER TO WHOM THIS AGREEMENT HAS BEEN TRANSFERRED.

MBUSA reserves the right to cancel this Agreement at any time for Purchaser non-payment. If the Purchaser fails to pay as required, MBUSA may terminate this Agreement by mailing to the Purchaser a written notice stating the grounds for cancellation, and this Agreement will terminate 5 days after the postmarked date of the cancellation notice. The Selling Dealer shall then issue to the Purchaser within 30 days of cancellation a refund equal to the Purchase Price minus any services received under this Agreement.

MBUSA reserves the right to cancel this Agreement at any time for the Purchaser's fraud or material misrepresentation. MBUSA may terminate this Agreement by mailing to the Purchaser a written notice stating the specific nature of the fraud or misrepresentation. The Selling Dealer shall then issue to the Purchaser within 30 days of cancellation a refund equal to the Purchase Price minus any services received under this Agreement.

ALL OBLIGATIONS UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE PROVIDER AND OBLIGOR, MBUSA, AND ARE NOT GUARANTEED UNDER A SERVICE CONTRACT REIMBURSEMENT POLICY.

IF YOU HAVE ANY QUESTIONS REGARDING COVERAGE UNDER THIS AGREEMENT, PLEASE CONSULT YOUR AUTHORIZED MERCEDES-BENZ DEALER, OR CONTACT MBUSA AT 1-800-FOR-MERCEDES (1-800-367-6732).

Danielle Delaney

From: Bill McGonagle <bmcgonagle@vpne.com>
Sent: Thursday, November 17, 2016 11:39 AM
To: Danielle Delaney
Subject: RE: Lasell College - Bus License
Attachments: Campus Shuttle.JPG

Thanks Danielle! Please see my answers to his questions below in **Red!** I will also attach a picture for his reference.

Bill

From: Danielle Delaney [<mailto:ddelaney@newtonma.gov>]
Sent: Thursday, November 17, 2016 11:20 AM
To: Bill McGonagle <bmcgonagle@vpne.com>
Subject: FW: Lasell College - Bus License

Hi Bill,

I forwarded your bus license requests to Sgt. Babcock for his review and approval. He has a few questions for you to address before being scheduled for discussion in Committee.

1. Do the vehicles have back up cameras in them? *Yes, we also have dash cameras*
2. What is the capacity of each vehicle? *14-Passengers*
3. Are these mini buses or vans? *Mini bus*
4. Are they diesel vehicles? *No*
5. When they are dropping and picking up students at the MASSDOT Lot (Rowe Street), are they clearing the underpass or stopping before the underpass? *We drop odd at the West Newton MBTA lot. There is a bridge entering the lot that we clear with ease.*

Please respond to me and I will forward to Sgt. Babcock.

I am hoping to schedule this discussion on Wednesday, December 7, at 7:00 p.m. Room 205, Newton City Hall. I will confirm with you at the end of November.

Thank you
Danielle Delaney
Committee Clerk
City Council
617-796-1211
ddelaney@newtonma.gov

When responding, please be aware that the Massachusetts Secretary of State has determined that most email is public record and therefore cannot be kept confidential.

