

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2016 FEB 18 P 3:00

1. Minutes, City Council Meeting, February 8, 2016.
2. CONTINUED PUBLIC HEARING On the Petition from National Grid and Verizon New England, Inc. to relocate existing P12 and install new guy P12-84, and relocating P15, P18, P27, P28, P30 & P31 to accommodate road widening project on West Hill Rd., Order No. 16-1006427, X14-1005672A.
  - 2a. Communication from Tracey Willmott, 123 West Hill Rd., re: submission of comments in opposition to this petition.
3. Communication from Mayor re: Request for Executive Session for the purpose of discussing litigation strategy in a pending lawsuit over a contract dispute involving property off Boston Post Rd. East.
4. Communication from the Mayor re: Various Mid-Year Transfer requests as noted in the attached communication and on the assorted spreadsheets.
5. Communication from the Mayor re: Commonwealth of MA, Executive Office of Public Safety and Security grant awarded to the Police Department in the amount of \$99,805.00 to offset personnel costs in the Public Safety Dispatching Center and to purchase three computer tablets for updated, computerized Emergency Medical Dispatch protocol guidelines at each answering point in the Dispatch Center.
6. Communication from the Mayor re: Commonwealth of MA, Division of Local Services awarded to the City in the amount of \$30,000.00 as the City signed a Community Compact with Governor Baker's office.
7. Communication from the Mayor re: Sudbury St. Sewer and Water Main Extension Approval.
8. Communication from the Mayor re: Assistant Building Commissioner position.
9. Communication from Council President Clancy re: Proposed Salary Ordinance: Election Stipend for Pollworkers.
10. Communication from City Clerk, Lisa Thomas, re: Presidential Primary Election Call.
11. Communication from Assistant City Solicitor Cynthia Panagore Griffin re: Modification of Special Permit from 110 Pleasant LLC, to allow for 18 residential units in place of 17 residential units and 1 office unit, (Howe Shoe Factory Condominium) in proper legal form, Order No. 15/16-100639C, X-Order No. 10-1002683B & 11-1002923F.
12. Minutes, Planning Board, January 25, 2016.
13. Minutes, Public Schools, January 26, 2016.
14. Minutes, Zoning Board of Appeals, February 2, 2016.
15. Minutes, Board of Assessor's, January 27, 2016.
16. Communication from Steven Toomey on behalf of Rosalio and Carmen Regalado re: Improper/Faulty Water Meter Installation.
17. CLAIMS:
  - a. Richard Bonnell, 41 Evelina Dr., other property damage.
  - b. Noel Raphael, 80 Bolton St., #1, pothole or other road defect.
  - c. Anthony Long, 20 Kelleher St., residential mailbox claim 2(a).

REPORTS OF COMMITTEES:

Electronic devices, including laptops, cell phones, pagers, and PDAs must be turned off or put in silent mode upon entering the City Council Chamber, and any person violating this rule shall be asked to leave the chamber. Express authorization to utilize such devices may be granted by the President for recordkeeping purposes.

## UNFINISHED BUSINESS:

From Urban Affairs Committee

18. **Order No. 15/16-1006395C – Application to Modify Special Permit from 110 Pleasant LLC, to allow for 18 residential units in place of 17 residential units and 1 office unit, (Howe Shoe Factory Condominium) X-Order No. 10-1002683B & 11-1002923F.** The Urban Affairs Committee met with Attorney Arthur Bergeron and Stas Burden of 110 Pleasant LLC for a discussion of modification to their special permit for eighteen (18) residential units in lieu of seventeen (17) residential units and one (1) office unit at Howe Shoe Factory Condominium located at 110-118 Pleasant Street. They reviewed their compliance with the previous special permit conditions and changes to conditions “7. Limit and Type of Residential Units”, “22. Owner Occupancy”, and “24. No Further Subdivisions of Condominiums” with reference to “eighteen (18) residential units” from “seventeen (17) residential units and one (1) office unit.” They also reviewed two additional conditions, “27. Prior Decisions” and “28. Recording.” **Motion made by Councilor Elder, seconded by Chair, to approve as amended. The motion carried 4-0. Motion made by Councilor Elder, seconded by Chair, to request a suspension of the rules at the next regular City Council Meeting to refer to the Legal Department for placement in proper legal form. The motion carried 4-0.**

From City Council

19. **That the following FY16 Capital Bond requests for various amounts in which the bond package represents high priority projects and addresses a number of infrastructure needs throughout the City of Marlborough, be and is herewith TABLED UNTIL THE FEBRUARY 22, 2016 CITY COUNCIL MEETING AS THE LEGAL ADS WERE ADVERTISED ON SATURDAY, FEBRUARY 6, 2016 THEREFORE COULD NOT HAVE BEEN FURTHER ADDRESSED UNTIL THE FEBRUARY 22, 2016 CITY COUNCIL MEETING TO COMPLY WITH THE TEN DAY PERIOD.**
- a) That the sum of \$6,350,000 (six million three hundred fifty thousand dollars) be and is hereby appropriated for street construction. That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$6,350,000. Pursuant to the provisions of Chapter 44, Section 7 (5) of the Massachusetts General Laws, as amended, and the guidelines established by the Division of Local Services within the Massachusetts Department of Revenue, each issue of such bonds or notes shall be payable in not more than fifteen (15) years from its date of issue.
  - b) That the sum of \$650,000 (six hundred fifty thousand dollars) be and is hereby appropriated for water meters. That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$650,000. Pursuant to the provisions of Chapter 44, Section 8 (7A) of the Massachusetts General Laws as amended, each issue of such bonds or notes shall be payable in not more than ten (10) years from its date of issue.
  - c) That the sum of \$350,000 (three hundred fifty thousand dollars) be and is hereby appropriated for sewer construction. That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$350,000. Pursuant to the provisions of Chapter 44, Section 8 (15) of the Massachusetts General Laws as amended, each issue of such bonds or notes shall be payable in not more than thirty (30) years from its date of issue.

- d) That the sum of \$3,350,000 (three million three hundred fifty thousand dollars) be and is hereby appropriated for water main construction. That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$3,350,000. Pursuant to the provisions of Chapter 44, Section 8 (5) of the Massachusetts General Laws as amended, each issue of such bonds or notes shall be payable in not more than forty (40) years from its date of issue.



**CITY OF MARLBOROUGH  
OFFICE OF CITY CLERK  
Lisa M. Thomas  
140 Main St.  
Marlborough, MA 01752  
(508) 460-3775 FAX (508) 460-3723**

**FEBRUARY 8, 2016**

Regular meeting of the City Council held on Monday, FEBRUARY 8, 2016 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Clancy, Juare, Oram, Ossing, Robey, Delano, Doucette, Elder, Tunnera, Irish and Landers. Meeting adjourned at 8:45 PM.

**ORDERED:** That the Minutes of the City Council meeting JANUARY 25, 2016, **FILE;** adopted.

**ORDERED:** That the **PUBLIC HEARING** On the Petition from National Grid and Verizon New England, Inc. to relocate existing P12 and install new guy P12-84, and relocating P15, P18, P27, P28, P30 & P31 to accommodate road widening project on West Hill Rd., Order No. 16-1006427, X14-1005672A, be and is herewith **OPEN AND CONTINUE HEARING TO FEBRUARY 22, 2016;** adopted.

**ORDERED:** That the Amended City Council Committee Assignments for Legislative Year 2016 – Amend title of the Wireless Committee to reflect emerging technologies, refer to **RULES COMMITTEE;** adopted.

**ORDERED:** Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Executive Office of Public Safety and Security Grants awarded to the Fire Department in the amounts of \$5,937.00 and \$3,115.00 respectively for Student Awareness Fire Education and for Senior Awareness Fire Education programs; adopted.

**ORDERED:** That the Appointment of Gretta Holland as Parking Clerk effective upon approval, refer to **PERSONNEL COMMITTEE;** adopted.

**ORDERED:** That the Communication from City Solicitor Donald Rider, re: Designation of a specific parking space in front of the Police Station that will be reserved for residents to use so they can complete online sales and transactions, in proper legal form, Order No. 15/16-1006388, **MOVE TO ITEM 28;** adopted.

## ORDERED:

That the City Council of the City of Marlborough, pursuant to the provisions and conditions of Mass. Gen. Laws c. 40, § 8C, does hereby accept from Howe's Landing Developers, LLC, a Massachusetts limited liability company, a deed of the land in Marlborough, Middlesex County, Massachusetts shown as "OPEN SPACE LOT 2.84 Ac." and as "PARCEL A" on Sheet D2 of 2 in a plan entitled " 'Howe's Landing' a Definitive Subdivision Plan in Marlborough, Massachusetts, Date: August 11, 2014, Prepared for: Chris Christopher, Sage Investors Inc., Prepared by: Thomas DiPersio, Jr. & Associates Inc.," which plan was last revised on November 26, 2014 and is recorded with the Middlesex South District Registry of Deeds as Plan No. 50 of 2015 (the "Plan") and to which reference may be had for a more particular description of said Lot and Parcel. Said Open Space Lot contains 2.84 acres, more or less, according to said Plan. Said Parcel A contains 0.0048 acres, more or less.

In accordance with Condition 10.a of the "Certificate of Vote Definitive Subdivision Plan Howe's Landing Hudson Street" of the City of Marlborough Planning Board dated December 1, 2014 and recorded with said Registry in Book 64831, Page 355, said Open Space Lot is conveyed subject to the restriction that it shall remain as permanently protected open space. The Open Space Lot is conveyed to the City of Marlborough under the provisions of Mass. Gen. Laws c. 40, § 8C and is to be managed and controlled by the Marlborough Conservation Commission for the purposes of the promotion and development of natural resources, watershed protection, passive recreation, and conservation.

In accordance with Condition 10.c of the "Certificate of Vote Definitive Subdivision Plan Howe's Landing Hudson Street" of the City of Marlborough Planning Board dated December 1, 2014 and recorded with said Registry in Book 64831, Page 355, said Parcel A is conveyed subject to the restrictions 1) that the Grantor shall retain and grant to a homeowners association the right to access Parcel A in order for the home owners association, and not the City, to maintain and repair the force main, including the force main manhole located on Parcel A, which services Lots 7, 8, 9 and 10 on the westerly side of the proposed subdivision road; and 2) that the homeowners association, and not the City, shall maintain and repair the force main, including the force main manhole located on Lot 4, which services Lots 1, 2 and 3 on the easterly side of the proposed subdivision road.

Acceptance of this open space is subject to all terms and conditions of a special permit granted on or about June 16, 2014 by the Marlborough Planning Board and recorded at said Registry in Book 64065, Page 240, and a subdivision approval approved on or about December 1, 2014 by the Marlborough Planning Board and recorded at said Registry in Book 64831, Page 355, each of which is incorporated herein by reference, refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.

ORDERED: That the Communication from Attorney Brewin re: Notice pursuant to MGL, c 61, §8 of intent to sell for use other than forest land, 421 Bolton St., Marlborough, Assessor's Map: 30-13 and 30-14, refer to **URBAN AFFAIRS COMMITTEE, CONSERVATION COMMISSION, AND LEGAL DEPARTMENT**; adopted.

ORDERED: That the Communication from Marc Cohen, on behalf of Arnco Sign Co. Inc., re: Sign Applications for Hilton Garden Hotel at 170 Forest St, refer to **URBAN AFFAIRS COMMITTEE**; adopted.

**ORDERED:**

Be it ordained by the City Council of the City of Marlborough that the Code of the City of Marlborough, as most recently amended, be further amended by adding a new Section 650-35 as follows:

**ARTICLE VI****§650-35 – HOSPITALITY AND RECREATION MIXED USE OVERLAY DISTRICT****A. Purpose and Objectives**

- (1) The Hospitality and Recreation Mixed Use Overlay District (herein, also a “HRMUOD”) allows the application of supplemental land use controls within the boundaries of a certain overlay district, subject to City Council approval (hereinafter any reference to City approval shall be deemed to mean approval by the City Council) as an alternative to land use controls that exist in the underlying district(s). The establishment goals of the Hospitality and Recreation Mixed Used Overlay District are to enhance land use development and encourage desired growth patterns for the benefit of the public health, safety and welfare, by promoting integrated, pedestrian friendly, mixed use development to allow for the development of housing, retail and workplaces within close proximity of each other consistent with the stated economic development objectives of the City (collectively, herein “Mixed Use Developments” or “MUD”).
- (2) For the purposes of this section, the HRMUOD shall be superimposed on the other districts existing at the time that any land in any said underlying district is also included in the HRMUOD. The HRMUOD district is located on the southerly side of Boston Post Road West (Route 20) to the west of Glenn Street to Ames Street, containing approximately 43.6 acres as indicated on the City Zoning Map and more particularly described in Exhibit “A” annexed hereto and incorporated by reference herein.
- (3) For the purposes of the Zoning Ordinance, a “Mixed Use Development” or “MUD” shall include any eligible use set forth in Section E, below, which may be commingled into a single structure or structures with other eligible uses or may be located in separate structures on the site subject to any restrictions and/or limitations set forth in the Development Agreement described in Section C(2) below. Accordingly, Mixed Use Developments shall benefit the public health, safety and welfare, through the sharing of parking lots and driveway curb cuts, to minimize the amount of impervious paved parking areas, to reduce traffic congestion, to reduce automobile trips, and accordingly to improve air quality.

**B. Authority of Permit Granting Authority**

- (1) The City Council shall be the Permit Granting Authority for Special Permit Approval in the HRMUOD where applicable. In all instances, a development which proceeds under the HRMUOD overlay is subject to Site Plan Approval in accordance §270-2 of the Marlborough City Code, with the exception that the City Council shall be the Permit Granting Authority for Special Permit, where applicable, and Site Plan Approval in the HRMUOD.
- (2) The City Council may elect to vary the dimensional and parking requirements of this Section by Site Plan Approval if, in their opinion, such change shall result in an improved project and will not nullify or substantially derogate from the intent or purpose of this section. This authority continues subsequent to occupancy.

**C. Master Concept Plan**

- (1) The property owner/developer of the HRMUOD shall, prior to or simultaneously with, the first application for approval of a site plan and/or special permit, where applicable, for the HRMUOD, file the following with the City Council for approval:
  - (a) A Master Concept Plan (“Master Plan”) which shall in a general manner show:
    - (i) The location and areas of proposed development;
    - (ii) Proposed open space (usable or natural);
    - (iii) Proposed site access curb cuts off of Boston Post Road West; and
    - (iv) Proposed building “envelope(s)” where construction is anticipated to occur (excluding internal site driveways).
  - (b) A table showing approximate acres and calculations of the following:
    - (i) Total land area of each development area (building envelope area);
    - (ii) Total development limitations, if any, of uses in any developable area;
    - (iii) Total maximum development (square footage/use limitations); and
    - (iv) Approximate number of parking spaces for the entire HRMUOD District.

The Master Plan shall be approved by a super majority (2/3) vote of the City Council at a public meeting and shall thereafter become the general development plan governing development at the HRMUOD. The Master Plan may be amended from time to time by a super majority vote (2/3) of the City Council by application from the property owner/developer to reflect changing development conditions.

- (2) A Development Agreement in recordable form binding upon the developer/property owner. The Development Agreement shall be approved by a super majority (2/3) vote of the City Council prior to the issuances of the first permit/site plan approval for development within the HRMUOD, which shall contain, without limitation:
- (a) Required mitigation (including traffic demand management initiatives), to address the impacts arising out of the use and occupancy of the proposed project, or if at the time of execution such impacts are not known, the methodology for assessing and addressing such impacts as the development of the HRMUOD progresses.
  - (b) Restrictions on development areas and such other development limitations as may be agreed upon.
  - (c) Proposed phasing of the development of the HRMUOD.
  - (d) Obligations with respect to pedestrian and vehicular interconnectivity within the HRMUOD to facilitate pedestrian access and parking efficiencies.
  - (e) The authority of the City Council to retain the necessary professionals to assist in their review of development applications.

The Development Agreement shall govern the implementation of the Master Plan and development at the HRMUOD.

**D. Exclusivity/Control**

Except as specifically provided herein, uses and provisions of Article V of Chapter 650 (Zoning) relating to the underlying zoning district not otherwise impacted by this Section (§650-33 et. seq.) shall continue to remain in full force and effect, provided however that the City Council shall be the Special Permit Granting and Site Plan Approval Authority, if applicable. This Section (§650-35 et. seq.) of the Zoning Ordinance exclusively controls the establishment, development, and design of any MUD undertaken in the HRMUOD and supersedes any other provision of the Zoning Ordinance (except the provisions of the Water Supply Protection District, provided that the maximum total impervious surface coverage for the HRMUOD shall be 60% calculated on the entire land area of the HRMUOD and not on an individual lot basis). In the event of any conflict between the provisions of this Section (§650-35 et. seq.) and any other provision of the Zoning Ordinance, the provisions of this Section shall govern and control.



**E. Eligible Uses**

Except as specifically set forth below, all uses permitted in the Business B and Limited Industrial Districts either as of right or by special permit in accordance with §650-17 of the Zoning Ordinance are permitted in the HRMUOD. If a use requires a special permit under §650-17, Table of Use Regulations, such use shall continue to require a special permit under this Section.

(1) The following additional uses are also permitted BY-RIGHT in the HRMUOD:

- (a) Medical office and diagnostic medical laboratories appurtenant to offices of physicians, optometrists, dentists, and other medical professionals
- (b) Retail sales and services – up to 75,000 square feet of gross floor area per establishment
- (c) Hotels and motels
- (d) Hotels with conference facilities and commercial uses
- (e) Public or Private commercial establishment, indoor/outdoor commercial recreation, recreation grounds, movie theatres or places of amusement
- (f) Mixed Use, offices
- (g) Consumer service establishments complimentary to the other principal uses at the property
- (g) Restaurant, café with or without table service (including outside seating and service) with or without drive-thru, provided that said facilities have no dedicated driveway with a curb cut on a public way
- (h) Health, sports and fitness clubs (indoor and/or outdoor) and related facilities
- (i) Self-service laundry
- (j) Dry Cleaning (pick up and drop off only)
- (k) Car Washes
- (l) Drive through facilities associated with retail (e.g. banks; pharmacies) and food services, provided that said facilities have no dedicated driveway with a curb cut on a public way
- (m) Veterinary Hospitals
- (n) Assisted Living

(2) The following additional uses are also permitted BY-SPECIAL PERMIT in the HRMUOD:

- (a) Multifamily dwelling (non-age restricted)
- (b) Multifamily Dwelling for Senior Housing/Age Restricted Housing (55+)
- (c) Drive through facilities associated with retail (e.g. banks; pharmacies) and food services, having a dedicated driveway with a curb cut on a public way

- (3) The foregoing Sections notwithstanding, the uses set forth as follows are expressly PROHIBITED in the HRMUOD:
- (a) Adult entertainment, including an adult bookstore, adult video store, adult paraphernalia store, adult movie theatre, or adult live entertainment establishment
  - (b) Tattoo and body piercing parlors and shops
  - (c) Dye Works
  - (d) Biosafety Level 4 laboratories, as defined by the United States Center for Disease Control and Prevention
  - (e) Establishments for construction in such services as, but not limited to, building, building maintenance, plumbing, landscaping, electrical, masonry, carpentry, well drilling
  - (f) Electroplating, metal finishing
  - (g) Hazardous and toxic chemical manufacturing
  - (h) Trucking terminal and distribution center
  - (i) Automotive sales
  - (j) Retail gasoline, oil and lubrication stations
  - (k) Commercial bakeries
  - (l) On site sales and rental of heavy machinery and vehicles
  - (m) Any activity or use directly or indirectly involving, without limitation, the dispensing, use, sale, growing, storage or transportation of medical marijuana, including any medical marijuana treatment center
  - (n) Any on-site facility or clinic devoted to the treatment of substance addiction, including any narcotic detoxification and/or maintenance facility.

F. Dimensional Requirements

The HRMUOD shall be subject to the dimensional standards in accordance with Article VII of the Marlborough Zoning Ordinance with the following exceptions:

- (1) The HRMUOD shall consist of one or more lots. There is no minimum acreage requirement for a lot to be a part of the Hospitality and Recreation Mixed Use Overlay District.
- (2) Minimum Lot Frontage measurement shall be no less than fifty (50) feet for any lot wholly located within the boundaries of the HRMUOD.
- (3) Minimum Front Yard measurement shall be no less than twenty (20) feet for any lot wholly located within boundaries of a HRMUOD.
- (4) Maximum building height in HRMUOD shall not exceed 80 feet.
- (5) Maximum Lot Coverage shall be calculated on the entire land area of the HRMUOD and not on an individual lot basis, and shall not exceed 80 percent of the total area of the HRMUOD.
- (6) Notwithstanding anything contained herein to the contrary, there shall be no setback requirements or planting strips required as to internal lot lines within the HRMUOD.

**G. Parking, Curb Cut and Landscaping Requirements.**

Except as otherwise provided in this section, parking and circulation requirements shall conform with the provisions of §650-47, §650-48 and §650-49 of the Zoning Ordinance.

- (1) **General** - In the HRMUOD adequate off-street parking shall be provided. The City Council and the applicant shall have as a goal for the purposes of defining adequate off-street parking, making the most efficient use of the parking facilities to be provided and minimizing the area of land to be paved for this purpose. In implementing this goal the City Council shall consider complementary or shared use of parking areas by activities having different peak demand times, and the applicant shall locate adjacent uses in such a manner as will facilitate the complementary use of such parking areas. Implementation of such complementary use of parking areas may result in permitted reductions in the parking requirements
- (2) **Parking Locations** - Parking may be provided at ground level, underground or in a parking garage. Parking garages can be free standing or as part of buildings dedicated to other permitted uses.
- (3) **Parking in the HRMUOD** shall be at a minimum of 1 parking space per 333 s.f. of Net Floor Area. Each space shall be no less than 8' x 16'. Aisle widths shall be a minimum of 11' for one way travel lanes and 22' for two way travel lanes.
- (4) **Continuous landscaping strips** shall be provided no less than 10' to the right of way line on any STREET.
- (5) **Parking Spaces for Each Dwelling Unit** - There shall be a minimum of 1.5 parking spaces for each dwelling unit.
- (6) **Granting of Relief from Parking, Curb Cut and Landscaping Regulations** - The City Council may, during the Site Plan Approval process, waive any of the foregoing requirements or the requirements of Sections §650-47, §650-48 and §650-49 if it makes a finding that to do so will enhance the overall design of the HRMUOD.

## H. Signage

**Signs allowed in the HRMUOD Zoning District.** The following signs are allowed in the HRMUOD district.

1. A maximum of two (2) wall signs, individual letter signs, logo signs or projecting signs affixed to a building for each store, business or tenant. No sign shall project above the highest line of the roof, parapet or building. Each wall sign, individual letter sign, or roof sign shall not exceed an area of 2.5 square feet for each linear foot of the storefront, business front or occupied tenant space for each applicable business or tenant advertised. In the event that a storefront, business front or occupied tenant space occupies more than one front of a building, the longest front shall be utilized to calculate the total area per wall sign, individual letter sign, logo sign or projecting sign (up to a maximum of two (2)). The total area as calculated herein shall be the applicable maximum area for each sign and not split between the two.
2. Projecting signs shall not project more than 6 feet from the building.
3. Illumination, including internal illumination with translucent faces, shall be permitted for wall signs, individual letter signs, logo signs or projecting signs provided under this section.
4. Any business, tenant, or storefront may divide any allowed exterior sign(s) affixed to a wall of the building, to which it is entitled or hereinabove provided, into separate signs affixed to and parallel to such wall provided however that the aggregate area of the separate signs shall not exceed the maximum area allowed under this section for a single exterior sign on the same front.
5. A lot in an HRMUOD Zoning District shall be allowed one free standing pole, ground or pylon sign for every 350 linear feet of cumulative frontage on a street or way, provided that each freestanding sign shall be subject to the following dimensional and lighting requirements:
  - a. The total allowed illuminated cabinet square feet of signage shall not exceed 200 s.f. per side, per free standing sign, exclusive of any electronic messaging board as provided in subsection (e) herein and exclusive of any sign embellishments, structure and address panels located thereon;
  - b. The height of any freestanding sign shall not exceed thirty (30) feet from the ground measured directly at the sign base;
  - c. No freestanding sign shall be located closer than five (5) feet from any property line provided that there shall be no setback requirements to interior lot lines within the HRMUOD;
  - d. Signs, logos or cabinets may be either externally illuminated or internally illuminated with translucent or transparent faces;

- e. Electronic Messaging Boards may be included on any freestanding sign provided that the Municipality shall be entitled to 7 hours per week of messaging content during regular business hours for each electronic messaging board provided, provided that there shall be no more than one electronic messaging board per freestanding sign. Full color messages shall be permitted on any electronic messaging board and message content may change at intervals to be determined by the property owner but in no event more frequently than once every ten (10) seconds.
6. During construction, one free standing pole, ground or pylon sign per 500 linear feet of cumulative frontage on a street or way, or wall sign where applicable, may be erected or installed advertising the rental, lease or sale of the premises, or portions thereof provided that said signs shall be removed within seven (7) days of the rental, lease or sale of the premises (or applicable portions thereof).
7. The City Council may elect to vary the requirements of this Section during the Site Plan Approval process if, in their opinion, such change shall result in an improved project and will not nullify or substantially derogate from the intent or purpose of this section.

I. Application

- (1) Special Permits - An application for a Special Permit for a use in the Mixed Use Development in the HRMUOD shall comply with the requirements of §650-59 et. seq. of the Zoning Ordinance.
- (2) Site Plan Approval
  - (a) Application - An application for Site Plan Approval shall comply with the requirements of the City Code, Article II, Permits and Approvals, §270-2 et. seq.

J. Site Plan Approval Design Criteria

An application for Site Plan Approval under this §650-35 shall adhere to the following design criteria:

- (1) Compliance of sidewalks with Americans with Disabilities Act (ADA) design standards;
- (2) The placement of utilities and wiring underground, to the extent practical;
- (3) The placement of HVAC equipment, fans, generators, and other site related structures and items so that they are not visible on roofs or building frontage areas, or that such features are suitably screened from view;

- (4) Pedestrian amenities - sidewalks to provide access between parking areas and uses, and between sites;
- (5) Lighting – The Applicant shall consider the following standards when designing a lighting plan:
  - (a) The use of lighting should be integrally designed as part of the built environment and should reflect a balance for the lighting needs with the contextual ambient light level and surrounding nighttime characteristics which are appropriate for the uses;
  - (b) The lighting designers shall consider utilizing lighting designs with automatic controls systems wherever possible;
  - (c) Architectural lighting may be utilized to highlight special site features and areas;
  - (d) Landscape lighting may be utilized to accent landscaping and special site features;
  - (e) All lighting proposed shall be sensitive to the night sky, utilizing Illuminating Engineering Society of North America (IESNA) guidance for any lighting design;
  - (f) On-site lighting shall not be directed towards Glen Road;
  - (g) A lighting plan, as applicable, shall be included with any application for Site Plan Approval.

Concurrent with any public hearing/meeting associated with a Site Plan Approval, the applicant shall make a presentation to the City Council to present the proposed architectural design and shall consider the comments and input from the City Council. A final building elevation shall be submitted. prior to the close of the public meeting.

**K. Standards for Roadways, Drainage and Water Supply Protection**

- (1) Roadways – Internal HRMUOD roadways shall be private ways and shall be maintained by the owners/developers of the HRMUOD and portions thereof. Private ways within the HRMUOD, to the extent feasible, shall be constructed using the methods and materials prescribed in the Rules and Regulations for the Subdivision of Land in the City, but shall not be required to conform to the subdivision standards or dimensional requirements thereof, provided that those private roadways shall be adequate for the intended vehicular and pedestrian traffic and shall be maintained by the owner/developer or an association of owners.
- (2) Storm Water Management System - The HRMUOD shall have a storm water management system designed in accordance with the Rules and Regulations for the Subdivision of Land in the City and the Department of Environmental Protection’s Storm Water Management Guidelines, as amended.
- (3) The HRMUOD shall comply with the provisions of §650-24 Water Supply Protection District. The City Council may waive the provisions of §650-24 F(8) with regard to a fifty-foot no disturbance/buffer zone to a wetland within the Zone A, if upon a review of additional information provided a similar or greater protection is provided to the water supply with a buffer less than fifty-feet but in no case less than 20 feet.

**L. Amendments**

After approval, the owner/developer may seek amendments to the approved permits. Minor amendments to a Special Permit may be granted by a super majority (2/3) vote of the City Council. Major amendments to a Site Plan Approval may be granted by a majority vote of the City Council, and minor amendments to a Site Plan Approval may be granted by the Building Commissioner. It shall be a finding of the City Council, not subject to dispute by the applicant, whether a requested amendment to a Special Permit is deemed to be a major amendment or a minor one. In general, a minor modification shall not produce more than a material increase in the scale of a project nor produce more than a material increase in impact on City services, the environment or the neighborhood. A modification shall be considered Minor in all cases if its effect does not result in a ten (10%) percent variation from the applicable approval. If it is determined that revisions to a Special Permit are not minor, per Section 650-59 of the Zoning Ordinance, an application for a revised Special Permit shall be filed, and a public hearing shall be held in the same manner as required for a new application, subject to the fee schedule under Subsection C(3)(f) of Section 650-59. Major amendments to a Site Plan Approval shall not require a public hearing.

**EXHIBIT A**

Assessors Map 78, Parcel 12

Assessors Map 78, Parcel 14

Assessors Map 78, Parcel 38

Assessors Map 78, Parcel 39

Assessors Map 89, Parcel 77

Refer to **URBAN AFFAIRS COMMITTEE, PLANNING BOARD, AND ADVERTISE PUBLIC HEARING FOR MONDAY, MARCH 7, 2016**; adopted.

ORDERED: That the Application for Junk Dealer's License, Gerciele Costa, Brazcom Wireless Inc., 223b Main St., refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That the Communication from Attorney Bergeron on behalf of 110 Pleasant LLC re: Confirmation to City Council that construction of stockade fence as required by Special Permit will be completed by May 1, 2016, Order No. 15/16-1006395A, X-10-1002683B and 11-1002923F, **FILE**; adopted.

**Councilor Tunnera recused.**

ORDERED: That the Minutes, Recreation Commission, September 9, 2015, **FILE**; adopted.

ORDERED: That the Minutes Conservation Commission, December 17, 2015, **FILE**; adopted.

ORDERED: That the Minutes, Planning Board, April 27, June 15, December 7, 2015 & January 11, 2016, **FILE**; adopted.

ORDERED: That the Minutes, Traffic Commission, November 24, & December 16, 2015, **FILE**; adopted.

ORDERED: That the Minutes, Board of Assessor's, November 30, 2015, **FILE**; adopted.

ORDERED: That the Minutes, License Board, December 16, 2015 & January 8, 2016, **FILE**; adopted.

ORDERED: That the Minutes, School Committee, January 12, 2016, **FILE**; adopted.

ORDERED: That the Minutes, Council on Aging, January 12, 2016, **FILE**; adopted.

ORDERED: That the Minutes, Library Board of Trustees, January 5, 2016, **FILE**; adopted.

ORDERED: That the Minutes, Board of Health, January 5, 2016, **FILE**; adopted.

ORDERED: That the following CLAIMS, refer to the **LEGAL DEPARTMENT**; adopted.

- a. Daniel Figueroa, PO Box 302, Ashland, MA 01721, pothole or other road defect.
- b. Brian R. Theis, 26A Walnut St., other property damage.
- c. Michael Antonellis, 2 Memorial Dr., Northborough, MA 01532, pothole or other road defect.

#### Reports of Committees:

Councilor Delano reported the following out of the Urban Affairs Committee:

Meeting Name: City Council Urban Affairs Committee

Date: February 2, 2016

Time: 5:30 PM

Location: City Council Chambers, 2<sup>nd</sup> Floor, City Hall, 140 Main Street

Convened: 5:32 PM

Adjourned: 6:03 PM

Present: Chairman Delano; Urban Affairs Committee Members Councilors Elder, Juaire and Landers (Councilor Tunnera recused); and Councilors Clancy, Irish, and Robey

Also Present: Arthur Bergeron (Attorney, Mirick O'Connell); Stas Burden (Manager, 110 Pleasant LLC); Cynthia Panagore Griffin (Assistant City Solicitor, City of Marlborough)



## Reports of Committees cont'd:

**Order No. 15/16-1006395 – Application to Modify Special Permit from 110 Pleasant LLC, to allow for 18 residential units in place of 17 residential units and 1 office unit, (Howe Shoe Factory Condominium) X-Order No. 10-1002683B & 11-1002923F.** The Urban Affairs Committee met with Attorney Arthur Bergeron and Stas Burden of 110 Pleasant LLC for a discussion of modification to their special permit for eighteen (18) residential units in lieu of seventeen (17) residential units and one (1) office unit at Howe Shoe Factory Condominium located at 110-118 Pleasant Street. They reviewed their compliance with the previous special permit conditions and changes to conditions “7. Limit and Type of Residential Units”, “22. Owner Occupancy”, and “24. No Further Subdivisions of Condominiums” with reference to “eighteen (18) residential units” from “seventeen (17) residential units and one (1) office unit.” They also reviewed two additional conditions, “27. Prior Decisions” and “28. Recording.” **Motion made by Councilor Elder, seconded by Chair, to approve as amended. The motion carried 4-0.**

**Motion made by Councilor Elder, seconded by Chair, to request a suspension of the rules at the next regular City Council Meeting to refer to the Legal Department for placement in proper legal form. The motion carried 4-0.**

**Motion made by Councilor Elder, seconded by Chair, to adjourn. The motion carried 4-0. The meeting adjourned at 6:03 PM.**

**Suspension of the Rules requested-granted**

**ORDERED:** That Modify Special Permit from 110 Pleasant LLC, to allow for 18 residential units in place of 17 residential units and 1 office unit, (Howe Shoe Factory Condominium) Order No. 15/16-1006395A, X-Order No. 10-1002683B & 11-1002923F, refer to **CITY SOLICITOR TO PLACE IN PROPER LEGAL FORM FOR FEBRUARY 22, 2016 CITY COUNCIL AGENDA**; adopted.

**ORDERED:** Be it ordained by the City Council of the City of Marlborough that the minimum exemption value of \$5,000 for personal property subject to taxation set forth in Order No. 05-100784A, dated April 11, 2005, by which Order the City accepted the provisions of M.G.L. chapter 59, § 5, clause 54th, be and is hereby modified under authority of said statute to a minimum exemption value of \$10,000 or less, refer to **FINANCE COMMITTEE**; adopted.

ORDERED: That the Wireless Communications Committee work with the Building Commissioner and Legal Department on the drafting of an ordinance to permit free standing solar infrastructure in the City of Marlborough. Presently, solar installations are permitted by right on buildings and other structures but are not a permitted use when free standing structures, refer to **WIRELESS COMMUNICATIONS COMMITTEE, URBAN AFFAIRS AND LEGAL.**

COUNCILOR IRISH AMENDED THE MOTION TO ALSO ADD REFERRAL TO BOARD OF ASSESSORS.

**COUNCILOR DELANO FURTHER AMENDED THE MOTION TO EXCLUSIVELY REFER TO URBAN AFFAIRS COMMITTEE - CARRIES**

ORDERED: That the City Council work with the Building Commissioner, Code Enforcement Officer and City Solicitor on the drafting of an ordinance to ensure that prompt remedial action is taken after a devastating event. Such an ordinance would provide tools for the Code Officer and other municipal officials to work with insurance companies and/or other professionals to expedite insurance and legal matters associated with such losses. The Broad Street fire has shown the need for tighter controls when nearby residents also suffered after this tragic loss when the burnt out remains of the property stood long after the fire to become a blighted, rodent infested, odorous site, refer to **LEGISLATIVE AN LEGAL AFFAIRS COMMITTEE;** adopted.

ORDERED:

**Eminent Domain Order of Taking**

WHEREAS, the City Council of the City of Marlborough has determined that the public welfare and safety necessitates that certain sewer improvements be made to the Sudbury Street area, and that said improvements require the taking by eminent domain of permanent sewer easements in certain parcels of land located on Harper Circle and Sudbury Street as more particularly described herein; and,

WHEREAS, in order to promote the public welfare, safety and necessity, it is necessary to take by Eminent Domain permanent sewer easements in, on, under, over, across and through the herein described land; and,

NOW, THEREFORE, IT IS HEREBY ORDERED that the City Council of the City of Marlborough, acting in accordance with the power and authority conferred by the City Charter, Division 1, Section 30, Massachusetts General Laws, Chapter 79 and every power and authority thereto enabling, does hereby take by Eminent Domain permanent sewer easements in the following described land and all trees and brush thereon.

**DESCRIPTION OF LAND TAKEN**

- 1. Property H – Permanent Sewer Easement:** A certain parcel of land located on the North Easterly side of Harper Circle in Marlborough, Middlesex County, Massachusetts and being shown as Proposed Easement H on a plan entitled, “Easement Plan Of Land In Marlborough, Massachusetts;” Prepared For City of Marlborough & AECOM; April 15, 2013; By: Bryant Associates, Inc. 90 Canal Street, Suite 301, Boston, MA 02114, Scale 1”=40’; Sheet 2 of 3;” said Plan to be recorded with the Middlesex South District Registry of Deeds together with an attested copy of this Order.

Meaning and intending to take and taking by Eminent Domain a permanent sewer easement, shown as Proposed Easement H as described in the aforementioned plan, which is a portion of the land as described in the deed recorded at the Middlesex South District Registry of Deeds in Book 27774, Page 119.

**OWNERS:** Stephen A. Silen and Pirjo Silen  
49 Harper Circle

The land consisting of Proposed Easement H as referred to in the description above is also shown on the City of Marlborough Assessors Map as a portion of Parcel 81 on Map 23. The total land area being taken consists of 11,762 +/- square feet.

- 2. Property I – Permanent Sewer Easement:** A certain parcel of land located on the Westerly side of Sudbury Street in Marlborough, Middlesex County, Massachusetts and being shown as Proposed Easement I on a plan entitled, “Easement Plan Of Land In Marlborough, Massachusetts;” Prepared For City of Marlborough & AECOM; April 15, 2013; By: Bryant Associates, Inc. 90 Canal Street, Suite 301, Boston, MA 02114, Scale 1”=40’; Sheet 2 of 3;” said Plan to be recorded with the Middlesex South District Registry of Deeds together with an attested copy of this Order.

Meaning and intending to take and taking by Eminent Domain a permanent sewer easement, shown as Proposed Easement I as described in the aforementioned plan, which is a portion of the land as described in the deed recorded at the Middlesex South District Registry of Deeds in Book 14954, Page 388.

**OWNERS:** John D. Nicholson, Jr. and Claire G. Nicholson  
302 Sudbury Street

The land consisting of Proposed Easement I as referred to in the description above is also shown on the City of Marlborough Assessors Map as a portion of Parcel 10 on Map 23. The total land area being taken consists of 6,067 +/- square feet.

**AWARDS**

The City Council hereby makes the following awards for damages for the owner or owners of record:

<u>OWNER</u>	<u>MARLBOROUGH ASSESSORS MAP/PARCEL</u>	<u>AREA</u>	<u>AWARD</u>
Stephen A. Silen and Pirjo Silen	23/81	11,762+SF	\$7,645.00
John D. Nicholson, Jr. and Claire G. Nicholson	23/10	6,067+SF	\$7,585.00

**APPROVED;** adopted.

**Yea – Doucette, Elder, Tunnera, Irish, Clancy, Landers, Juaire, Oram, Ossing, & Robey**

**Abstained: Delano**

**ORDERED:** That the Mayor is hereby authorized to designate and establish with the Chief of Police a so-called Internet Purchase Exchange Location, namely, a specified area outside and in front of the Marlborough Police Station that will be kept under video surveillance in order that internet sales and transactions by residents may be conducted and completed in a monitored environment, **APPROVED;** adopted.

**ORDERED:** That the Marlborough Fire Department transfer request in the amount of \$123,827.16 which moves funds from Reserve for Salary accounts to Deputy Chief and Sick Leave Buy Back to fund sick leave buy back and vacation pay for upcoming retirements, **APPROVED;** adopted.

CITY OF MARLBOROUGH BUDGET TRANSFERS --											
DEPT:		FIRE				FISCAL YEAR:		2016			
Available Balance		FROM ACCOUNT:				TO ACCOUNT:				Available Balance	
Amount	Org Code	Object	Account Description:			Amount	Org Code	Object	Account Description:		
\$775,517.00	\$19,478.46	11990006	57820	Reserve for Salaries			\$19,478.46	12200001	50335	Deputy Chief	\$164,358.51
	Reason:	Retirement payout of vacation									
\$775,517.00	\$104,348.70	11990006	57820	Reserve for Salaries			\$104,348.70	12200003	51920	Sick Leave Buy Back	\$188,850.00
	Reason:	Retirement payout of sick leave buy back									
	\$123,827.16	Total				\$123,827.16	Total				

ORDERED: That the DPW transfer request in the amount of \$419,376.81 which moves funds from Insurance Proceeds Over 20k to Capital Outlay accounts as noted on the attached spreadsheet to address damages that occurred to DPW property and Public Library, **APPROVED**; adopted.

CITY OF MARLBOROUGH BUDGET TRANSFERS --									
	DEPT:	Public Facilities					FISCAL YEAR:	2016	
		FROM ACCOUNT:					TO ACCOUNT:		
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$419,376.81	\$419,376.81	27000099	48470	Insurance Proceeds over 20K	\$318,872.83	19300006	58314	Capital Outlay-Salt Shed	\$200,000.00
	Reason:	Insurance Claims					Insurance proceeds for storage shed and primary salt shed at DPW		
					\$100,503.98	19300006	52480	Capital Outlay-Library	\$0.00
								Insurance proceeds for damage to Library	
	\$419,376.81	Total			\$419,376.81	Total			

ORDERED: That pursuant to the provisions of § 53E½ of Chapter 44 of the General Laws of the Commonwealth of Massachusetts, the City Council of the City of Marlborough, upon the recommendation and approval of the Mayor, does authorize an increase in expenditures in the Parks and Recreation Revolving Fund from \$100,000 to no more than \$1,100,000 (One Million One Hundred Thousand Dollars), to be expended by the Commissioner of Public Works, during Fiscal Year 2016, **APPROVED**; adopted.

ORDERED: That the following FY16 Capital Bond requests for various amounts in which the bond package represents high priority projects and addresses a number of infrastructure needs throughout the City of Marlborough, **TABLED UNTIL THE FEBRUARY 22, 2016 CITY COUNCIL MEETING AS THE LEGAL ADS WERE ADVERTISED ON SATURDAY, FEBRUARY 6, 2016 THEREFORE COULD NOT HAVE BEEN FURTHER ADDRESSED UNTIL THE FEBRUARY 22, 2016 CITY COUNCIL MEETING TO COMPLY WITH THE TEN DAY PERIOD.**

1. That the sum of \$6,350,000 (six million three hundred fifty thousand dollars) be and is hereby appropriated for street construction.

That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$6,350,000.

Pursuant to the provisions of Chapter 44, Section 7 (5) of the Massachusetts General Laws, as amended, and the guidelines established by the Division of Local Services within the Massachusetts Department of Revenue, each issue of such bonds or notes shall be payable in not more than fifteen (15) years from its date of issue.

2. That the sum of \$650,000 (six hundred fifty thousand dollars) be and is hereby appropriated for water meters.

That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$650,000.

Pursuant to the provisions of Chapter 44, Section 8 (7A) of the Massachusetts General Laws as amended, each issue of such bonds or notes shall be payable in not more than ten (10) years from its date of issue.

3. That the sum of \$350,000 (three hundred fifty thousand dollars) be and is hereby appropriated for sewer construction.

That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$350,000.

Pursuant to the provisions of Chapter 44, Section 8 (15) of the Massachusetts General Laws as amended, each issue of such bonds or notes shall be payable in not more than thirty (30) years from its date of issue.

4. That the sum of \$3,350,000 (three million three hundred fifty thousand dollars) be and is hereby appropriated for water main construction.

That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$3,350,000.

Pursuant to the provisions of Chapter 44, Section 8 (5) of the Massachusetts General Laws as amended, each issue of such bonds or notes shall be payable in not more than forty (40) years from its date of issue.

**ORDERED:** That the Free Cash transfer request in the amount of \$1,825,000.00 which moves funds from Undesignated to various accounts as noted on the attached spreadsheet to invest in a variety of City facilities and vehicles, **APPROVED;** adopted.

CITY OF MARLBOROUGH BUDGET TRANSFERS --									
DEPT:		Various				FISCAL YEAR:		2016	
		FROM ACCOUNT:				TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$6,721,252.00	\$1,825,000.00	10000	35900	Undesignated Fund	\$500,000.00	19300006	58467	Capital Outlay-Facilities	\$0.00
	Reason:	To fund equipment requests							
					\$1,200,000.00	19300006	58731	Capital Outlay-DPW	\$6,818.19
					\$65,000.00	19300006	58593	Capital Outlay-Police	\$21,169.29
	Reason:								
					\$40,000.00	19300006	58512	Capital Outlay-Fire	\$309.24
	Reason:								
					\$20,000.00	19300006	58719	Capital Outlay-Library	\$0.00
	Reason:								
	\$1,825,000.00	Total			\$1,825,000.00	Total			

**ORDERED:** There being no further business, the regular meeting of the City Council is herewith adjourned at 8:45 PM.



## IN CITY COUNCIL

Marlborough, Mass., FEBRUARY 8, 2016

### ORDERED:

That the PUBLIC HEARING On the Petition from National Grid and Verizon New England, Inc. to relocate existing P12 and install new guy P12-84, and relocating P15, P18, P27, P28, P30 & P31 to accommodate road widening project on West Hill Rd., Order No. 16-1006427, X14-1005672A, be and is herewith **OPEN AND CONTINUE HEARING TO FEBRUARY 22, 2016.**

(IN URBAN AFFAIRS COMMITTEE)

ADOPTED

ORDER NO. 16-1006427A  
X14-1005672A



February 16, 2016

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

Dear City Clerk, City Council, Elected Officials, and Representatives from the Department of Public Works  
National Grid and Verizon New England, Inc. ,

2016 FEB 18 A 10: 22

Re: Notice of (Continued) Public Hearing – Petition from National Grid and Verizon New England, Inc.  
City Council Order  
16-1006247A  
X14-1005672A

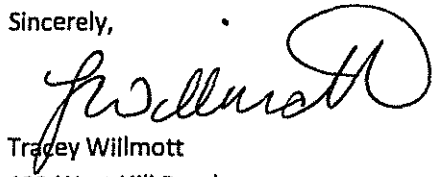
I was in attendance for the Public Hearing for this Petition in 2014 and was again at City Hall on February 8, 2016, when the agenda item was opened and closed for continuance on February 22. I am unable to be in attendance on February 22 and so respectfully submit my written comments in objection to the Petition.

- When this Petition was brought in 2014 it was deemed premature for a project that had no funding nor any written plans. The DPW current online list of projects shows West Hill Road as "pending" still. Therefore moving any utility poles remains premature.
- The document on file at the Clerk's Office at City Hall for the relocation of utility poles on West Hill Road is inadequate. It does not show the new positions of the poles, nor does it show the location of any proposed new road layout.
- ~~No public hearing has yet taken place with regard to a road widening project for West Hill Road~~ and no drawings or documentation have yet been provided with regard to a road reconstruction project for West Hill Road.
- The Conservation Commission has not yet been consulted about this project or the relocation of utility pole or tree removal or any other work that is being proposed in advance of a road widening of West Hill Road. There are several underground streams in this area, that cross beneath West Hill Road.
- If done now, moving a utility pole (P12) four feet back into the lawn of #123 West Hill Road (as previously described at the Public Hearing in 2014) creates a new angle in the road. This angle directs uphill traffic straight towards my home (#123 West Hill Road). This is a major safety concern.
- Since the next utility pole in sequence does not have a light, drivers will not know they need to veer at a sharp angle from one pole to another in order to stay on the road. They will keep on a straight line and end up in my front yard. If they realize and swerve back onto the road to avoid hitting the house, they are very likely to hit my mail box or any vehicle parked in my drive.

- In addition to the angle created by the proposed relocation of this utility pole, I have several safety concerns about any widening of the road since that would encourage higher speeds and an increase in vehicular traffic. The narrowness of the road is currently frequently cited by motorists as a deterrent from using this specific street as a cut through to the Solomon Pond/David Lynch Boulevard area. Why would the City choose to encourage more reckless driving and property endangerment?
- West Hill Road is one of the oldest streets in the city and contains several historic homes. #123 West Hill Road was built in 1910, over 100 years ago. A wider street would bring faster and larger vehicles in closer proximity to such buildings, with detrimental effect.
- West Hill Road is designated as a "Scenic Route" and many residents, including myself, were present at the Public Hearing held by the Department of Public Works – Forestry, Parks, & Cemeteries Division on February 8, 2016, to voice our objections to the removal of trees and stone walls, also proposed as part of a road widening project. The removal of over 70 mature and well established trees (ranging from 10" to 48"), and their replacement with (half as many as per usual City practice) narrow (2") saplings is not acceptable.
- At that February 8 DPW Public Hearing it was apparent that a road widening project does not have support from many West Hill Road residents.
- The results of the written survey of West Hill Road residents have not yet been made public. My own response to that survey was that widening was unnecessary.
- Residents are puzzled and concerned why the City would choose to spend millions of dollars on a road reconstruction project when a resurfacing project is all that is needed.
- As a Scenic Route, all the utility poles on this street should be relocated underground "IF" a road reconstruction project is undertaken by the city.

Again, my apologies for not being able to voice my concerns, as laid out above, in person and I respectfully ask the City Council to review and record my objections to this Petition. Thank you. I welcome a future opportunity to be involved in any future discussions about West Hill Road.

Sincerely,



Tracey Willmott  
 123 West Hill Road  
 Marlborough, MA 01752



# City of Marlborough

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

## Office of the Mayor

2016 FEB 18 A 11:41  
140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

February 18, 2016

City Council President Edward J. Clancy  
Marlborough City Council  
140 Main Street  
Marlborough, MA 01752

**Re: Executive Session**

Honorable President Clancy and Councilors:

I respectfully request an Executive Session with the City Council for the purpose of discussing litigation strategy in a pending lawsuit over a contract dispute involving a property off Boston Post Road East.

I have enclosed a proposed motion for this request.

Please do not hesitate to contact my office with any questions or concerns.

Sincerely,

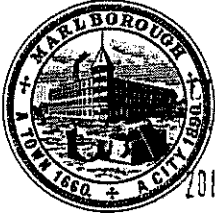
**Arthur G. Vigeant**  
Mayor

Enclosure

**MOTION:**

It is moved, in conformance with the provisions of section 21(a)(3) of Chapter 30A of the General Laws of the Commonwealth, that the Marlborough City Council conduct an executive session for the purpose of discussing litigation strategy in a pending lawsuit over a contract dispute involving a property off Boston Post Road East, as an open meeting may have a detrimental effect on the litigating position of the City of Marlborough, and the chair hereby declares that an open meeting may have that effect.

It is further moved and stated that the Marlborough City Council will re-convene in open session after the executive session.



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2016 FEB 18 A 11:41

*City of Marlborough*  
*Office of the Mayor*

140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

February 18, 2016

City Council President Edward J. Clancy  
Marlborough City Council  
140 Main Street  
Marlborough, MA 01752

**Re: Mid-year Transfer Requests**

Honorable President Clancy and Councilors:

Enclosed for your approval are various mid-year transfer requests from the Police Department, Fire Department, Department of Public Works, Building Department, and Legal Department.

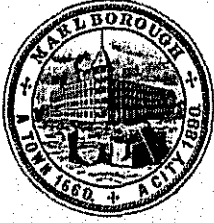
As always, department heads will be in attendance at a future Finance Committee meeting to discuss these requests with you in greater detail.

Thank you in advance for your consideration and please do not hesitate to let me know if you have any questions.

Sincerely,

**Arthur G. Vigeant**  
Mayor

Enclosures



# City of Marlborough POLICE DEPARTMENT

508-485-1212 • FAX 508-624-6949  
355 BOLTON STREET • MARLBOROUGH, MA • 01752

MARK F. LEONARD  
Chief of Police

Mayor Arthur G. Vigeant  
City Hall  
140 Main Street  
Marlborough, MA 01752

January 27, 2016

Dear Mayor Vigeant:

Per the attached transfer request forms, I am requesting six internal transfers to allow for sufficient funds to be properly allocated to the appropriate line items within the police department budget. One request is to transfer funds to the Regular Overtime account, which will be in deficit without the transfer due to the large number of injuries and vacancies we have experienced since July. We are in the process of filling the existing vacancies, but that process will not be complete for several more months. There are also requests to transfer funds into the Detention Attendant, Cell Watch Overtime, Vehicle Repair, Initial Equipment Issue, and Prisoner Meals accounts to allow for sufficient funds to fully cover these accounts for the remainder of the fiscal year. The attached request forms contain a brief reason for each transfer request. All transfer requests are from within the existing police department budget, and I do not anticipate any other significant surpluses or deficits.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Mark F. Leonard".

Mark F. Leonard  
Chief of Police

Cc: D. Smith; B. Doheny

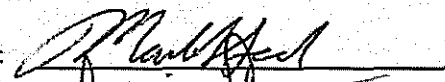
CITY OF MARLBOROUGH  
BUDGET TRANSFERS -

DEPT: Police

FY: 2016

		FROM ACCOUNT:				TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$1,376,994</u>	<u>\$40,000.00</u>	<u>12100001</u>	<u>50420</u>	<u>Police Officers</u>	<u>\$40,000.00</u>	<u>12100003</u>	<u>51310</u>	<u>Regular Overtime</u>	<u>\$11,034</u>
	Reason:	<u>Surplus due to vacancies and long term injuries</u>				<u>Deficit due to vacancies and injuries</u>			
<u>\$16,243</u>	<u>\$6,000.00</u>	<u>12100003</u>	<u>51120</u>	<u>Crossing Guards</u>	<u>\$6,000</u>	<u>12100003</u>	<u>51195</u>	<u>Detention Attendant</u>	<u>\$924</u>
	Reason:	<u>Surplus due to vacancy</u>				<u>Higher than anticipated use of police matrons</u>			
<u>\$18,922</u>	<u>\$8,000.00</u>	<u>12100003</u>	<u>51920</u>	<u>Sick Leave Buy Back</u>	<u>\$8,000</u>	<u>12100003</u>	<u>51319</u>	<u>Cell Watch Overtime</u>	<u>\$0</u>
	Reason:	<u>Fewer officers buying back annual sick time</u>				<u>Large number of at risk detainees</u>			
<u>\$18,922</u>	<u>\$5,000.00</u>	<u>12100003</u>	<u>51920</u>	<u>Sick Leave Buy Back</u>	<u>\$5,000.00</u>	<u>12100006</u>	<u>52560</u>	<u>Vehicle Repair</u>	<u>\$9,282</u>
	Reason:	<u>Fewer officers buying back annual sick time</u>				<u>Higher than expected repairs to a few cruisers</u>			
<u>\$96,160</u>	<u>\$4,000.00</u>	<u>12100003</u>	<u>51490</u>	<u>Holiday</u>	<u>\$4,000</u>	<u>12100006</u>	<u>51975</u>	<u>Initial Equipment Issue</u>	<u>\$2,889</u>
	Reason:	<u>Fewer officers working on some holidays</u>				<u>New dispatcher and new police officer</u>			
	<u>\$63,000.00</u>	Total			<u>\$63,000.00</u>	Total			

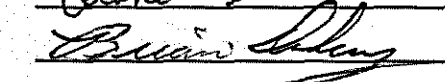
Department Head signature:



Auditor signature:



Comptroller signature:





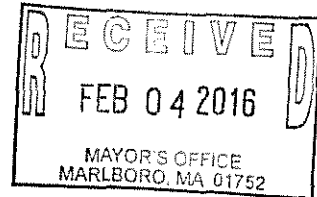




**City of Marlborough**  
**FIRE DEPARTMENT**  
**215 MAPLE STREET**  
**MARLBOROUGH, MASSACHUSETTS 01752**

February 2, 2016

Arthur G. Vigeant, Mayor  
City Hall  
140 Main Street  
Marlborough, Ma. 01752



Re: Transfer request

Dear Mayor Vigeant,

I am submitting for your approval a transfer request totaling \$123,317.29 into our overtime account. As of this date, we have expended 74% of our overtime account due to injuries, retirements and several vacant positions.

Attached is a transfer spreadsheet outlining the various accounts; I am requesting a total of \$23,317.29 from 111F payments and \$100,000.00 from the Firefighter account.

Please feel free to contact me if you have any questions.

Sincerely,

Kevin J. Breen  
Fire Chief

CITY OF MARLBOROUGH  
BUDGET TRANSFERS –

DEPT: FIRE FISCAL YEAR: 2016

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$1,586,135.62</u>	<u>\$16,380.63</u>	<u>12200001</u>	<u>50450</u>	<u>FIREFIGHTER</u>	<u>\$16,380.63</u>	<u>12200003</u>	<u>51300</u>	<u>OVERTIME</u>	<u>\$70,697.20</u>
	Reason:	<u>Transfer is available due to 111F payments</u>							
<u>\$126,424.91</u>	<u>\$6,156.42</u>	<u>12200001</u>	<u>50800</u>	<u>FIRE CAPTAIN</u>	<u>\$6,156.42</u>	<u>12200003</u>	<u>51300</u>	<u>OVERTIME</u>	<u>\$70,697.20</u>
	Reason:	<u>Transfer is available due to 111F payments</u>							
<u>\$222,943.37</u>	<u>\$780.24</u>	<u>12200001</u>	<u>50810</u>	<u>FIRE LIEUTENANT</u>	<u>\$780.24</u>	<u>12200003</u>	<u>51300</u>	<u>OVERTIME</u>	<u>\$70,697.20</u>
	Reason:	<u>Transfer is available due to 111F payments</u>							
<u>\$1,586,135.62</u>	<u>\$100,000.00</u>	<u>12200001</u>	<u>50450</u>	<u>FIREFIGHTER</u>	<u>\$100,000.00</u>	<u>12200003</u>	<u>51300</u>	<u>OVERTIME</u>	<u>\$70,697.20</u>
	Reason:	<u>Transfer is available due to Retirements and vacant positions</u>							
	Reason:								
	<u>\$123,317.29</u>	Total			<u>\$123,317.29</u>	Total			

Department Head signature:

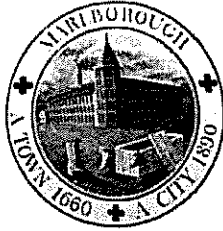
Kim Breen

Auditor signature:

Donna

Comptroller signature:

Brian Schrey



CITY OF MARLBOROUGH  
*Department of Public Works*  
135 Neil Street  
Marlborough, Massachusetts 01752  
(508) 624-6910 Ext. 7200  
Facsimile (508) 624-7699 TDD (508) 460-3610

January 27, 2016

Mayor Arthur G. Vigeant  
City Hall  
140 Main Street  
Marlborough, MA 01752

Re: Transfer Requests

Dear Mayor Vigeant,

Enclosed herewith are the Department of Public Works inter-departmental transfer requests for FY 2016. These requests are being funded from surpluses within our operating budget.

I have also requested a transfer in the Public Facilities Department for electricity. This transfer is an intra-departmental transfer.

Explanations for the transfers have been included with each line item.

Please contact me if you require any additional information.

Sincerely,

John L. Ghiloni  
Commissioner

CITY OF MARLBOROUGH  
BUDGET TRANSFERS –

DEPT: Department of Public Works

FISCAL YEAR: 2016

Available Balance	Amount	FROM ACCOUNT:			Amount	TO ACCOUNT:			Available Balance
		Org Code	Object	Account Description:		Org Code	Object	Account Description:	
<u>\$405,149</u>	<u>\$89,555</u>	<u>14001503</u>	<u>50740</u>	<u>Equipment Operators</u>	<u>\$10,000</u>	<u>14001306</u>	<u>55400</u>	<u>Sidewalk Maintenance</u>	<u>\$0</u>
	Reason:	<u>Money available due to vacancy</u>				<u>Anticipated cost to cover remaining FY 16</u>			
					<u>\$10,000</u>	<u>14001306</u>	<u>55440</u>	<u>Drain Maintenance</u>	<u>\$8,740</u>
						<u>Anticipated cost to cover remaining FY 16</u>			
					<u>\$8,255</u>	<u>14001501</u>	<u>50690</u>	<u>Foreman</u>	<u>\$112,142</u>
						<u>Anticipated cost to cover remaining FY 16</u>			
					<u>\$22,000</u>	<u>14001503</u>	<u>51240</u>	<u>Temporary Part-Time</u>	<u>\$10,325</u>
						<u>Anticipated cost to cover remaining FY 16</u>			
					<u>\$20,000</u>	<u>14001503</u>	<u>51310</u>	<u>Overtime-Regular</u>	<u>\$800</u>
						<u>Anticipated cost to cover remaining FY 16</u>			
					<u>\$300</u>	<u>14001503</u>	<u>51990</u>	<u>Meal Allowances</u>	<u>\$0</u>
						<u>Anticipated cost to cover remaining FY 16</u>			
					<u>\$15,000</u>	<u>14001504</u>	<u>53140</u>	<u>Contract Services</u>	<u>\$2,399</u>
						<u>Anticipated cost to cover remaining FY 16</u>			
					<u>\$3,000</u>	<u>14001504</u>	<u>53810</u>	<u>Insect &amp; Pest Control</u>	<u>\$0</u>
						<u>Anticipated cost to cover remaining FY 16</u>			
					<u>\$1,000</u>	<u>14001506</u>	<u>52500</u>	<u>Rep/Maint Equipment</u>	<u>\$225</u>
						<u>Anticipated cost to cover remaining FY 16</u>			
	<b>\$89,555</b>	<b>Total</b>			<b>\$89,555</b>	<b>Total</b>			

Department Head signature:

Auditor signature:

Comptroller signature:

*[Handwritten signatures]*

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: Department of Public Works

FISCAL YEAR: 2016

Available Balance	Amount	FROM ACCOUNT:	Org Code	Object	Account Description:	Amount	TO ACCOUNT:	Org Code	Object	Account Description:	Available Balance
<u>\$343,541</u>	<u>\$14,860</u>		<u>14001303</u>	<u>50740</u>	<u>Equipment Operators</u>	<u>\$860</u>		<u>14001303</u>	<u>50790</u>	<u>Dispatch</u>	<u>\$19,950</u>
		Reason:	<u>Money available due to vacancy</u>					<u>Anticipated cost to cover remaining FY 16</u>			
						<u>\$8,000</u>		<u>14001303</u>	<u>51240</u>	<u>Temporary Part-time</u>	<u>\$0</u>
								<u>Anticipated cost to cover remaining FY 16</u>			
						<u>\$8,000</u>		<u>14001303</u>	<u>51310</u>	<u>Overtime-Regular</u>	<u>\$2,594</u>
								<u>Anticipated cost to cover remaining FY 16</u>			
<u>\$137,297</u>	<u>\$60,000</u>		<u>14001406</u>	<u>54830</u>	<u>Fuel &amp; Luricants</u>	<u>\$60,000</u>		<u>14001406</u>	<u>54810</u>	<u>Rep/Maint. Supplies</u>	<u>\$37,769</u>
		Reason:	<u>Money available due to drop in fuel prices</u>					<u>Anticipated cost to cover remaining FY 16</u>			
<u>\$405,150</u>	<u>\$41,700</u>		<u>14001503</u>	<u>50740</u>	<u>Equipment Operators</u>	<u>\$1,700</u>		<u>14001303</u>	<u>51990</u>	<u>Meal Allowances</u>	<u>\$0</u>
		Reason:	<u>Money available due to vacancy</u>					<u>Anticipated cost to cover remaining FY 16</u>			
						<u>\$10,000</u>		<u>14001304</u>	<u>53108</u>	<u>Catch Basin Cleaning</u>	<u>\$0</u>
								<u>Anticipated cost to cover remaining FY 16</u>			
						<u>\$20,000</u>		<u>14001304</u>	<u>53140</u>	<u>Contract Services</u>	<u>\$16,243</u>
								<u>Anticipated cost to cover remaining FY 16</u>			
						<u>\$10,000</u>		<u>14001305</u>	<u>55310</u>	<u>Highway Constr. Materials</u>	<u>\$20,492</u>
								<u>Anticipated cost to cover remaining FY 16</u>			
	<u>\$116,560</u>	Total				<u>\$116,560</u>	Total				

Department Head signature:

Auditor signature:

Comptroller signature:

*[Handwritten signatures]*

**CITY OF MARLBOROUGH  
BUDGET TRANSFERS --**

DEPT: Department of Public Works

FISCAL YEAR: 2016

Available Balance	Amount	FROM ACCOUNT:			Amount	TO ACCOUNT:			Available Balance
		Org Code	Object	Account Description:		Org Code	Object	Account Description:	
<u>\$405,149</u>	<u>\$7,000</u>	<u>14001503</u>	<u>50740</u>	<u>Equipment Operators</u>	<u>\$7,000</u>	<u>14001506</u>	<u>54640</u>	<u>Park Maintenance</u>	<u>\$32,470</u>
	Reason:	<u>Money available due to vacancy</u>				<u>Anticipated cost to cover remaining FY 16</u>			
<u>\$924</u>	<u>\$924</u>	<u>60081003</u>	<u>51920</u>	<u>Sick Leave Buy Back</u>	<u>\$924</u>	<u>60081003</u>	<u>51470</u>	<u>Interim Foreman</u>	<u>\$179</u>
	Reason:	<u>Money available</u>				<u>Anticipated cost to cover remaining FY 16</u>			
<u>\$132,817</u>	<u>\$30,000</u>	<u>61090001</u>	<u>50890</u>	<u>Foreman</u>	<u>\$6,000</u>	<u>61090003</u>	<u>51240</u>	<u>Temporary Part-Time</u>	<u>\$3,610</u>
	Reason:	<u>Money available due to vacancy</u>				<u>Anticipated cost to cover remaining FY 16</u>			
					<u>\$8,000</u>	<u>61090003</u>	<u>51470</u>	<u>Interim Foreman</u>	<u>\$0</u>
						<u>Anticipated cost to cover remaining FY 16</u>			
					<u>\$16,000</u>	<u>61090006</u>	<u>55750</u>	<u>Water Service Const</u>	<u>\$1,841</u>
						<u>Anticipated cost to cover remaining FY 16</u>			
<u>\$296,506</u>	<u>\$20,000</u>	<u>61090001</u>	<u>50740</u>	<u>Equipment Operators</u>	<u>\$20,000</u>	<u>61090006</u>	<u>55710</u>	<u>Water Maintenance</u>	<u>\$4,974</u>
	Reason:	<u>Money available due to vacancy</u>				<u>Anticipated cost to cover remaining FY 16</u>			
<u>\$2,382</u>	<u>\$2,382</u>	<u>61090003</u>	<u>51920</u>	<u>Sick Leave Buy Back</u>	<u>\$2,382</u>	<u>61090006</u>	<u>55710</u>	<u>Water Maintenance</u>	<u>\$4,974</u>
	Reason:	<u>Money available due to vacancy</u>				<u>Anticipated cost to cover remaining FY 16</u>			
<u>\$5,520</u>	<u>\$1,000</u>	<u>60085005</u>	<u>55014</u>	<u>Lab/Testing Supplies</u>	<u>\$1,000</u>	<u>60085003</u>	<u>51470</u>	<u>Interim Foreman</u>	<u>\$198</u>
	Reason:	<u>Money available</u>				<u>Anticipated cost to cover remaining FY 16</u>			
	<b>\$61,306</b>	<b>Total</b>			<b>\$61,306</b>	<b>Total</b>			

Department Head signature:

Auditor signature:

Comptroller signature:

*[Handwritten signatures]*

**CITY OF MARLBOROUGH  
BUDGET TRANSFERS --**

DEPT: Department of Public Works

FISCAL YEAR: 2016

Available Balance	Amount	FROM ACCOUNT:	Amount	TO ACCOUNT:	Available Balance
		Org Code Object Account Description:		Org Code Object Account Description:	
<u>\$48,179</u>	<u>\$1,691</u>	<u>14001101 50700 Grade 2 Engineering</u>	<u>\$1,691</u>	<u>14001103 51240 Temporary Part-time</u>	<u>\$4,075</u>
	Reason:	<u>Unpaid leave</u>		<u>Anticipated cost to cover remaining FY 16</u>	
<u>\$4,400</u>	<u>\$4,400</u>	<u>14001103 51440 Educational Incentive</u>	<u>\$954</u>	<u>14001103 51240 Temporary Part-time</u>	<u>\$4,075</u>
	Reason:	<u>Tuition benefit is unused</u>		<u>Anticipated cost to cover remaining FY 16</u>	
			<u>\$3,446</u>	<u>14001104 53180 Prof &amp; Tech Service</u>	<u>\$15,513</u>
				<u>Anticipated cost to cover remaining FY 16</u>	
<u>\$19,092</u>	<u>\$19,092</u>	<u>61090007 58770 Equipment/Tool Replacement</u>	<u>\$19,092</u>	<u>61090006 52320 Water-MWRA</u>	<u>\$1,000</u>
	Reason:	<u>Milham WTP under construction</u>		<u>Anticipated cost to cover remaining FY 16</u>	
<u>\$187,603</u>	<u>\$187,603</u>	<u>61090006 55700 Water Treatment Plant</u>	<u>\$187,603</u>	<u>61090006 52320 Water-MWRA</u>	<u>\$1,000</u>
	Reason:	<u>Milham WTP under construction</u>		<u>Anticipated cost to cover remaining FY 16</u>	
	<b>\$212,786</b>	<b>Total</b>	<b>\$212,786</b>	<b>Total</b>	

Department Head signature:

Auditor signature:

Comptroller signature:

*John G. Wheeler*  
*Duke*  
*Brian DeLong*



*City of Marlborough*  
**Legal Department**

140 MAIN STREET  
MARLBOROUGH, MASSACHUSETTS 01752  
TEL. (508) 460-3771 FACSIMILE (508) 460-3698 TDD (508) 460-3610  
[LEGAL@MARLBOROUGH-MA.GOV](mailto:LEGAL@MARLBOROUGH-MA.GOV)

*DONALD V. RIDER, JR.*  
CITY SOLICITOR

*CYNTHIA M. PANAGORE GRIFFIN*  
ASSISTANT CITY SOLICITOR

*ELLEN M. STAVROPOULOS*  
PARALEGAL

February 18, 2016

Arthur G. Vigeant  
Mayor  
City of Marlborough

RE: Legal Department's Intra-Departmental Transfer Request

Dear Mayor:

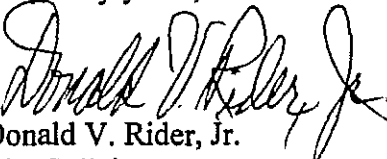
For the balance of this fiscal year, the Legal Department anticipates the need for additional traveling to litigation-related events, as well as an increased number of documents needing to be recorded. Accordingly, enclosed please find a request to transfer:

- \$2,500.00 into Legal's Office Supply/Expenses line item (account #11510005 54220), which includes in-state travel; and
- \$2,500.00 into Legal's Registry of Deeds line item (account #11510006 53880).

The transfers would be funded using Legal's Claims & Judgments line item (account #11510006 57600).

Thank you for your attention to this matter.

Very truly yours,

  
Donald V. Rider, Jr.  
City Solicitor

Enclosure




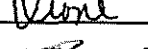
CITY OF MARLBOROUGH  
BUDGET TRANSFERS -


DEPT: Legal FISCAL YEAR: 2016

FROM ACCOUNT: TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$23,175.14</u>	<u>\$5,000.00</u>	<u>11510006</u>	<u>57600</u>	<u>Claims &amp; Judgements</u>	<u>\$2,500.00</u>	<u>11510005</u>	<u>54220</u>	<u>Office Supplies/Expense</u>	<u>\$1,509.25</u>
	Reason:	<u>Expenses running lower than anticipated</u>				<u>To cover anticipated costs through year end</u>			
					<u>\$2,500.00</u>	<u>11510006</u>	<u>53880</u>	<u>Registry of Deeds</u>	<u>\$50.00</u>
						<u>To cover anticipated costs through year end</u>			
	Reason:	_____				_____			
	Reason:	_____				_____			
	Reason:	_____				_____			
	Reason:	_____				_____			
	\$5,000.00	Total			\$5,000.00	Total			

Department Head signature: 

Auditor signature: 

Comptroller signature: 



*City of Marlborough*  
**Legal Department**

140 MAIN STREET  
MARLBOROUGH, MASSACHUSETTS 01752  
TEL. (508) 460-3771 FACSIMILE (508) 460-3698 TDD (508) 460-3610  
[LEGAL@MARLBOROUGH-MA.GOV](mailto:LEGAL@MARLBOROUGH-MA.GOV)

*DONALD V. RIDER, JR.*  
CITY SOLICITOR

*CYNTHIA M. PANAGORE GRIFFIN*  
ASSISTANT CITY SOLICITOR

*ELLEN M. STAVROPOULOS*  
PARALEGAL

February 18, 2016

Arthur G. Vigeant  
Mayor  
City of Marlborough

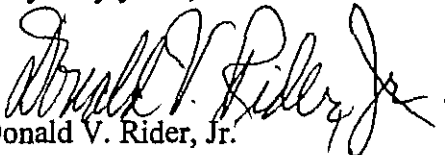
RE: Legal Services Transfer Request

Dear Mayor:

For the balance of this fiscal year, the Legal Department anticipates the increased need for use of outside counsel currently engaged in representing the City in pending disputes involving the Easterly and Westerly Wastewater Treatment Plants. Accordingly, enclosed please find a request to transfer, from various funding sources, a total of \$275,000.00 into the DPW's Legal Services-Sewer line item (account #60080004-53110).

Thank you for your attention to this matter.

Very truly yours,

  
Donald V. Rider, Jr.  
City Solicitor

Enclosure



*City of Marlborough*  
**BUILDING DEPARTMENT**

140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3776 Facsimile (508) 460-3736  
[building\\_dept@marlborough-ma.gov](mailto:building_dept@marlborough-ma.gov)

ROBERT F. CAMACHO - C.B.O.  
BUILDING COMMISSIONER

PATRICK DAHLGREN  
BUILDING INSPECTOR

DOUGLAS SCOTT  
BUILDING INSPECTOR

RICHARD DESIMONE  
PLUMBING & GAS INSPECTOR

JOHN CAIN  
WIRING INSPECTOR

**February 18, 2016**

**Mayor Vigeant**

**Re: Transfer of funds**

As a result of the large demand for both Electrical & Plumbing/Gas Inspections since the beginning of the fiscal year along with multiple large projects yet to have their first inspection, a midyear review has shown the need for me to request a transfer of funds into the following line items.

1. Electrical Inspector - line item 50970 Assistant electrical/wiring inspector \$12,000.00
2. Plumbing & Gas Inspector -- line item 50960 Assistant Plumbing/Gas Inspector \$5,000.00

Please let me know if you have any questions

Sincerely

**Robert F. Camacho – C.B.O.**

**Building Commissioner**

**Marlborough MA 01752**

**508-460-3776**

**[Rcamacho@marlborough-ma.gov](mailto:Rcamacho@marlborough-ma.gov)**

Cc: File

CITY OF MARLBOROUGH  
BUDGET TRANSFERS –

DEPT: Various

FISCAL YEAR: 2016

FROM ACCOUNT:

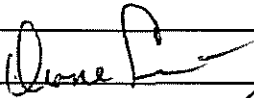
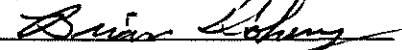

TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$2,092,330.17</u>	<u>\$215,891.00</u>	<u>13900006</u>	<u>53280</u>	<u>Assabet Regional Voc School</u>	<u>\$12,000.00</u>	<u>12410001</u>	<u>50970</u>	<u>Asst Wiring Inspector</u>	<u>\$1,575.00</u>
	Reason:	<u>Assessment lowered due to Local Aid increase</u>				<u>To cover upcoming inspections due to large projects</u>			
<u>\$105,697.00</u>	<u>\$99,697.00</u>	<u>11940006</u>	<u>51770</u>	<u>Retirement</u>	<u>\$5,000.00</u>	<u>12410001</u>	<u>50960</u>	<u>Asst Plumbing Inspector</u>	<u>\$480.00</u>
	Reason:	<u>Funds available due to one 7/1/2015 payment</u>				<u>To cover upcoming inspections due to large projects</u>			
<u>\$43,683.00</u>	<u>\$43,683.00</u>	<u>13100003</u>	<u>51770</u>	<u>Retirement</u>	<u>\$275,000.00</u>	<u>60080004</u>	<u>53110</u>	<u>Legal Services - Sewer</u>	<u>\$1,000.00</u>
	Reason:	<u>Funds available due to one 7/1/2015 payment</u>				<u>To cover various legal services thru year end</u>			
<u>\$417,530.00</u>	<u>\$82,729.00</u>	<u>60075206</u>	<u>59050</u>	<u>Interest Expense - Sewer</u>	<u>\$250,000.00</u>	<u>11920006</u>	<u>52120</u>	<u>Electricity</u>	<u>\$541,099.00</u>
	Reason:	<u>Funds available</u>				<u>To restore cut funds needed for remaining FY16</u>			
<u>\$4,896,252.00</u>	<u>\$100,000.00</u>	<u>10000</u>	<u>35900</u>	<u>Undesignated Fund</u>					
	Reason:								
	<u>\$542,000.00</u>	Total			<u>\$542,000.00</u>	Total			

Department Head signature: \_\_\_\_\_

Auditor signature: \_\_\_\_\_

Comptroller signature: \_\_\_\_\_



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2016 FEB 18 A 11:42

*City of Marlborough*  
*Office of the Mayor*

140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

February 18, 2016

City Council President Edward J. Clancy  
Marlborough City Council  
140 Main Street  
Marlborough, MA 01752

**Re: Grant Acceptance – Marlborough Police Department**

Honorable President Clancy and Councilors:

Please find enclosed for your acceptance a grant from the Commonwealth of Massachusetts Executive Office of Public Safety and Security for the Marlborough Police Department in the amount of \$99,805.00.

This is a reimbursement grant through the FY2016 State 911 Department Support and Incentive Grant Program and it will be used to offset personnel costs in the Public Safety Dispatching center and to purchase three computer tablets for updated, computerized Emergency Medical Dispatch protocol guidelines at each answering point in the dispatch center.

In the attached packaged, please find a letter from Chief Leonard, the Notice of Grant Award form, grant approval letter, and the signed grant contract.

If you have any questions, please do not hesitate to contact me or Chief Leonard.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosures



# City of Marlborough POLICE DEPARTMENT

508-485-1212 • FAX 508-624-6949  
355 BOLTON STREET • MARLBOROUGH, MA • 01752

MARK F. LEONARD  
Chief of Police

Mayor Arthur G. Vigeant  
City Hall  
140 Main Street  
Marlborough, MA 01752

February 9, 2016

Dear Mayor Vigeant:

The Marlborough Police Department has been awarded a grant in the amount of \$99,805 from the Commonwealth of Massachusetts, Executive Office of Public Safety and Security, FY2016 State 911 Department Support and Incentive Grant Program. The grant is a reimbursement grant, which will be used to offset personnel costs in the Public Safety Dispatching center, and to purchase three computer tablets to allow for updated, computerized Emergency Medical Dispatch protocol guidelines at each answering point in the dispatch center.

Attached is a copy of the Notice of Grant Award, grant approval letter, and signed grant contract. I am requesting that the grant award be forwarded to the City Council for approval. Should you have any questions, please do not hesitate to call.

Sincerely,

Mark F. Leonard  
Chief of Police

**CITY OF MARLBOROUGH  
NOTICE OF GRANT AWARD**

DEPARTMENT: Police DATE: 2/5/2016

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief Mark F. Leonard

NAME OF GRANT: FY2016 State 911 Department Support and Incentive Grant

GRANTOR: Commonwealth of Massachusetts, State 911 Department

GRANT AMOUNT: \$99,805.00

GRANT PERIOD: 2/5/2016 to 6/30/2016

SCOPE OF GRANT/  
ITEMS FUNDED To offset dispatcher salaries and overtime costs, and to purchase computer  
tablets to upgrade the Emergency Medical Dispatch protocols at each  
dispatch answering point (3).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IS A POSITION BEING  
CREATED: No  
\_\_\_\_\_

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? \_\_\_\_\_

ARE MATCHING CITY  
FUNDS REQUIRED? No  
\_\_\_\_\_

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:  
\_\_\_\_\_  
\_\_\_\_\_

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF CITY FUNDS  
TO BE USED:  
\_\_\_\_\_  
\_\_\_\_\_

ANY OTHER EXPOSURE TO CITY?  
No  
\_\_\_\_\_

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: As soon as possible  
\_\_\_\_\_

**DEPARTMENT HEAD MUST SUBMIT THIS FORM, A COPY OF THE GRANT APPROVAL, AND A COVER  
LETTER TO THE MAYOR'S OFFICE REQUESTING THAT THIS BE SUBMITTED TO CITY COUNCIL  
FOR APPROVAL OF DEPARTMENT TO EXPEND THE FUNDS RECEIVED FOR THE PURPOSE OF THE GRANT**



The Commonwealth of Massachusetts  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
STATE 911 DEPARTMENT  
1380 Bay Street, Building C - Taunton, MA 02780-1088  
Tel: 508-828-2911 - TTY: 508-828-4572 - Fax: 508-828-2585  
[www.mass.gov/e911](http://www.mass.gov/e911)



**CHARLES D. BAKER**  
Governor

**DANIEL BENNETT**  
Secretary of Public Safety  
and Security

**FRANK POZNIAK**  
Executive Director

February 5, 2016

Mayor Arthur Vigeant  
City of Marlborough  
140 Main Street  
Marlborough, MA 01752

Dear Mayor Vigeant,

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the FY 2016 State 911 Department Support and Incentive Grant program.

For your files, attached please find a copy of the executed contract and the final approved Appendix A: Personnel List for your grant. Please note your contract start date is February 5, 2016 and will run through June 30, 2016. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services MUST be received on or before June 30, 2016.

Reimbursement requests should be submitted to the Department within thirty (30) days of the date on which the cost is incurred. We have made the request for payment forms available on our website [www.mass.gov/E911](http://www.mass.gov/E911). For any questions related to this process, please contact Michelle Hallahan at 508-821-7216. Please note that funding of reimbursement requests received more than three (3) months after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to [911DeptGrants@state.ma.us](mailto:911DeptGrants@state.ma.us). Grantees are strongly encouraged to submit final, year-end budget modification requests on or before April 30, 2016.

Sincerely,

Frank P. Pozniak  
Executive Director

cc: FY 2016 Support and Incentive Grant File





# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

<b>CONTRACTOR LEGAL NAME:</b> City of Marlborough (and d/b/a): Marlborough Police Department		<b>COMMONWEALTH DEPARTMENT NAME:</b> State 911 Department <b>MMARS Department Code:</b> EPS	
<b>Legal Address:</b> (W-9, W-4, T&C): 140 Main Street, Marlborough MA 01752		<b>Business Mailing Address:</b> 1380 Bay Street, Building C, Taunton, MA 02780	
<b>Contract Manager:</b> Chief of Police Mark F. Leonard		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> mleonard@marlborough-ma.gov		<b>Contract Manager:</b> Cindy Reynolds	
<b>Phone:</b> 508-824-8970	<b>Fax:</b> 508-824-6938	<b>E-Mail:</b> 911DeptGrants@state.ma.us	
<b>Contractor Vendor Code:</b> VG600019211		<b>Phone:</b> 508-821-7299	<b>Fax:</b> 508-828-2585
<b>Vendor Code Address ID</b> (e.g. "AD001"): AD201 (Note: The Address Id Must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CT SUPG	
<b>RFR/Procurement or Other ID Number:</b> FY2016 SUPPORT & INCENTIVE GRANT			
<p style="text-align: center;"><u>X</u> <b>NEW CONTRACT</b></p> <p><b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only)</p> <p><input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)</p>		<p style="text-align: center;">___ <b>CONTRACT AMENDMENT</b></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: ___ 20 ___.</p> <p>Enter Amendment Amount: \$ <u>99,805.00</u> (or "no change")</p> <p><b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)</p>	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to Intercept for Commonwealth owed debts under 815 CMR 9.00. ___ <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X</u> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>99,805.00</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) For disbursement of funds under the State 911 Department FY 2016 PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>X</u> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 2. may be incurred as of ___ 20 ___, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 3. were incurred as of ___ 20 ___, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence: the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>[Signature]</u> Date: <u>1/14/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Arthur Vigeant</u> Print Title: <u>Mayor of Marlborough</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>[Signature]</u> Date: <u>2/5/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

FEB 18 A 11:11

*City of Marlborough*  
*Office of the Mayor*

140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

February 18, 2016

City Council President Edward J. Clancy  
Marlborough City Council  
140 Main Street  
Marlborough, MA 01752

**Re: Grant Acceptance – Mayor's Office**

Honorable President Clancy and Councilors:

Please find enclosed for your acceptance a grant from the Commonwealth of Massachusetts through the Division of Local Services in the amount of \$30,000.00.

The City of Marlborough signed a Community Compact with Governor Baker's office pledging to focus on several best practices, including job creation and retention, complete streets, and capital planning. I also want to thank Lieutenant Governor Karyn Polito who visited Marlborough in August to sign the Compact and has been dedicated to municipal issues.

Through the Community Compact program, Governor Baker's administration released grant monies to assist communities in writing a capital plan. We have procured the services of the Edward J. Collins, Jr. Center for Public Management at the University of Massachusetts to meet with City officials to identify necessary long-term projects in order to develop a comprehensive capital plan. The Collins Center has experience assisting municipalities in writing capital plans and other planning initiatives.

We are in the process of kicking off our partnership with the Collins Center and my office looks forward to working closely with them to develop a capital plan, including a presentation to the Council once it has been drafted. The intention is to complete the plan prior to the close of the fiscal year, but the grant allows for completion until the end of Fiscal Year 2017.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosures

**CITY OF MARLBOROUGH  
NOTICE OF GRANT AWARD**

DEPARTMENT: Mayor's Office DATE: 2/11/2016

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Nicholas Milano

NAME OF GRANT: Community Compact Grant

GRANTOR: Massachusetts Division of Local Services

GRANT AMOUNT: \$30,000.00

GRANT PERIOD: Fiscal Year 2016 - 2017

SCOPE OF GRANT/  
ITEMS FUNDED This grant will fund a contract with the UMass Collins Center to write a capital  
plan for the City of Marlborough

IS A POSITION BEING  
CREATED: No

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? No

ARE MATCHING CITY  
FUNDS REQUIRED? No

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:  
N/A

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF CITY FUNDS  
TO BE USED:  
N/A

ANY OTHER EXPOSURE TO CITY?  
No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: \_\_\_\_\_  
No

**DEPARTMENT HEAD MUST SUBMIT THIS FORM, A COPY OF THE GRANT APPROVAL, AND A COVER  
LETTER TO THE MAYOR'S OFFICE REQUESTING THAT THIS BE SUBMITTED TO CITY COUNCIL  
FOR APPROVAL OF DEPARTMENT TO EXPEND THE FUNDS RECEIVED FOR THE PURPOSE OF THE GRANT**

## Nicholas Milano

---

**From:** Kocher, Pamela L. <kocherp@dor.state.ma.us>  
**Sent:** Sunday, February 07, 2016 3:13 PM  
**To:** Nicholas Milano  
**Subject:** RE: Marlborough Community Compact - Next Steps  
**Attachments:** CCC Grant standard-contract-form Marlborough.doc; Community Compact Grant Agreement Marlborough.docx; comm-termsconditions.doc; CONTRACT SIG FORM.rtf

Dear Nick,

See attached the documents that make up the grant contract for \$30,000 for development of a 5-year CIP:

Standard state contract,  
Grant agreement,  
Contract signatory form, and  
Commonwealth Terms & Conditions form.

The standard state contract document requires Town authorizing signature at the bottom. The contract signatory form is two pages and requires several signatures.

Please print these documents, sign everything, and mail the documents to me at the address below. Sean Cronin will then sign as well and I will email you a copy of the executed contract. And, of course, we will then put in the request for first payment of 75% of grant total.

Regards,

Pam

Pam Kocher  
Director of Special Initiatives  
Division of Local Services  
Commonwealth of Massachusetts  
PO Box 9569  
Boston, MA 02114  
[kocherp@dor.state.ma.us](mailto:kocherp@dor.state.ma.us)  
(617) 626-2345

---

**From:** Nicholas Milano [mailto:nmilano@marlborough-ma.gov]  
**Sent:** Monday, February 01, 2016 4:19 PM  
**To:** Kocher, Pamela L.  
**Subject:** RE: Marlborough Community Compact - Next Steps

Good Afternoon Pam:

I have attached the proposals from the Collins Center. The plan is expected to be completed by June for a cost of \$30,000.

Please let me know if you need any additional info from us.

Thanks,

Nick Milano

\*\*\*\*\*  
\*\*\*\*\*

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify

## **GRANT AGREEMENT**

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the City of Marlborough [“Grantee”] acting through its Mayor.

### **PRELIMINARY STATEMENT**

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$30,000 authorized under Chapter 46 of the Acts of 2015, Section 2, Item 1599-0026 [“Act”] for the development of a five-year capital improvement plan [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

### **SECTION 1. PROJECT SCOPE AND BUDGET**

**1.1** The scope of the Project to be funded under the EOAF Grant will include:

The development of a five-year capital improvement plan, by the Collins Center, to guide Marlborough in managing its capital and infrastructure needs, including the following tasks:

1. Meet with the City project liaison(s) to solidify the team’s understanding of project objectives, meeting and project schedules, and location of data sources.

2. Meet with department officials. The City will identify municipal and school department directors/managers who will be responsible for identifying the capital needs of their respective departments. The project team will meet with the directors/managers to explain the capital planning process and their role in the process. Each will be provided with an electronic copy of the Capital Request Form that they will use to identify capital projects. These will be submitted to the project team by a prescribed deadline.

3. Interview stakeholders. At a minimum, this would include the Mayor, representatives of the City Council, and representatives from boards/commissions that have an interest in the capital improvement process (ex. Conservation Commission, Planning Board, School Committee, etc.). These interviews will serve to provide the project team with an understanding of community goals and priorities, and to identify potential capital improvement projects.

4. In collaboration with the City project manager, develop criteria that will guide the prioritization of proposed capital improvements.

5. Review capital projects proposed by City staff through the agreed-upon prioritization framework.

6. Work with City officials to determine the amount of capital resources to be made available each year of the five year plan by funding type. The project team will review the City's current debt schedule(s) and operating budget to determine what resources might be made available during the five years using the City's existing operating budget for direct expenses ("pay as you go") and/or debt service. If adequate resources are not available within the existing operating budget and a debt exclusion will be required, the City will need to let the project team know what level of debt exclusion they are willing to consider.

7. Using the agreed upon resources, recommend projects to be incorporated into the five-year plan and the timing/sequence.

8. Summarize the above in a draft Capital Improvement Plan. The project team will be available to present the results to City staff and the City Council, as requested.

## **SECTION 2. DISBURSEMENT OF EOAF GRANT**

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 46 of the Acts of 2015, Section 2, Item 1599-0026; and any other information EOAF may require.

Seventy-five percent of the grant award, or \$18,750, will be disbursed to the Grantee within 45 days of execution of the grant contract.

Twenty-five percent of the grant award, or \$6,250, will be disbursed to the Grantee within 45 days of receipt of Grantee report certifying project completion and submission of supporting documentation. Grantee report must be received by EOAF no later than June 1, 2017.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: (i) salaries and wages of Grantee staff; (ii) legal fees; (iii) travel, meal and entertainment expenses; (iv) overhead and supplies; (v) project costs incurred prior to the execution and subsequent to termination of this Agreement; and (vi) costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by June 30, 2017. Grantee will forfeit any remaining award unused after June 30, 2017. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

## **SECTION 3. REPORTING**

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: (i) copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; (ii) any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; (iii) documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; (iv) a certificate of occupancy of the Project or portions of the Project as applicable by law; and (v) a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

**SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS**

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: (i) Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; (ii) the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; (iii) Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62D); and (iv) Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

**SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE**

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

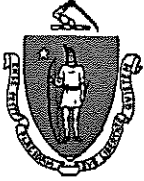
**SECTION 6. AMENDMENTS**

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

**SECTION 7. SEVERABILITY OF PROVISIONS**

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

#####



## COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

**1. Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

**2. Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

**3. Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

**4. Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

**5. Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

**6. Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

**7. Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

**8. Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

**9. Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

**10. Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

**11. Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated





# COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: \_\_\_\_\_

(signature)

Print Name: Arthur Vigourt

Title: Mayor

Date: 2/10/2016

(Check One):  Organization  Individual

Full Legal Organization or Individual Name: City of Marlborough

Doing Business As: Name (If Different):

Tax Identification Number: 6081399

Address: 140 Main St, Marlborough, MA 01752

Telephone: 508 460 3770 FAX:

### INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: *Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108* in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> City of Marlborough (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office for Administration and Finance <b>MMARS Department Code:</b> ANF	
<b>Legal Address:</b> (W-9, W-4, T&C): 140 Main Street, Marlborough, MA, 01752		<b>Business Mailing Address:</b>	
<b>Contract Manager:</b> Nicholas Milano, Executive Aide to the Mayor		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> nmilano@marlborough-ma.gov		<b>Contract Manager:</b> Pam Kocher	
<b>Phone:</b> 508-460-3770	<b>Fax:</b>	<b>E-Mail:</b> kocherp@dor.state.ma.us	
<b>Contractor Vendor Code:</b> VC6000192112		<b>Phone:</b> 617-626-2345	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
		<b>RFR/Procurement or Other ID Number:</b>	
<b>X NEW CONTRACT</b>		<b>___ CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) ___ <b>Statewide Contract</b> (OSD or an OSD-designated Department) ___ <b>Collective Purchase</b> (Attach OSD approval, scope, budget) X <b>Department Procurement</b> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ___ <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) ___ <b>Contract Employee</b> (Attach <u>Employment Status Form</u> , scope, budget) ___ <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) ___ <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) ___ <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) ___ <b>Contract Employee</b> (Attach any updates to scope or budget) ___ <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)	

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

**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.  
 \_\_\_ **Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)  
 X **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). \$ 30,000.

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

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:** (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of Marlborough Capital Plan: This award is being made through the Community Compact Grant Program, authorized by Chapter 46 of the Acts of 2015, Section 2, Item 1599-0026, to the City of Marlborough, for the development of a five-year capital improvement plan.

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

**CONTRACT END DATE:** Contract performance shall terminate as of June 30, 2017, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

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

**AUTHORIZING SIGNATURE FOR THE CONTRACTOR:**  
 X: [Signature] Date: 2/10/16  
 (Signature and Date Must Be Handwritten At Time of Signature)  
 Print Name: Arthur Viganti  
 Print Title: Mayor

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**  
 X: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature and Date Must Be Handwritten At Time of Signature)  
 Print Name: Sean Cronin  
 Print Title: DOR Senior Deputy Commissioner for Local Services




---

**INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS**


---

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions if Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paving and Vendor File and W-9 policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

---

**NEW CONTRACTS (left side of Form):**


---

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

**Statewide Contract (OSD or an OSD-designated Department).** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD.** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement.** Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

**Emergency Contract.** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee.** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

---

**CONTRACT AMENDMENT (Right Side of Form)**


---

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) See Amendments, Suspensions, and Termination Policy.

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts.** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee.** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

## COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

## COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

## CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

**Authorizing Signature For Commonwealth/Date:** The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act; 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D; G.L. c. 151C; G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications** (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

#### EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the Immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4) and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors** Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478); Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390); Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



RECEIVED  
CITY CLERK'S OFFICE  
OF MARLBOROUGH

FEB 18 A 11: 41

*City of Marlborough*  
*Office of the Mayor*

140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

February 18, 2016

City Council President Edward J. Clancy  
Marlborough City Council  
140 Main Street  
Marlborough, MA 01752

**Re: Sudbury Street Sewer and Water Main Extension Approval**

Honorable President Clancy and Councilors:

Please find enclosed, a letter from City Engineer Evan Pilachowski requesting your approval to extend sewer and water mains on Sudbury Street and the surrounding area.

Per Section 510-4 Marlborough City Code, the City Council must approve extensions to sewer mains. Per Section 608-10 of the Marlborough City Code, the City Council must approve extensions to water mains.

For the January 11, 2016 City Council meeting, I submitted an order for taking by eminent domain a permanent sewer easement in private land located at 49 Harper Circle and at 302 Sudbury Street which is also related to this project.

If you have any questions about this project, please do not hesitate to contact me, City Engineer Evan Pilachowski, or Commissioner John Ghiloni.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosures



**CITY OF MARLBOROUGH**  
*Department of Public Works*  
**Engineering Division**  
**135 Neil Street**  
**Marlborough, Massachusetts 01752**  
(508) 624-6910 Ext. 33200  
Facsimile (508) 624-7699 TDD (508) 460-3610

February 10, 2016

Mayor Arthur G. Vigeant  
City of Marlborough  
140 Main St  
Marlborough, MA 01752

RE: Sudbury Street Sewer and Water Main Extension Approval

Dear Mayor Vigeant,

Attached is a map showing the full extent of the proposed sewer main extensions in the Sudbury St neighborhood that is part of the Sudbury Street Area Sewers Project. In addition to the sewer main, a water main extension is proposed on Carver Hill Rd. As you know, we have completed phase 1 of this project which included sewer extensions on Sudbury St and Farrington Ln.

As required by §510-4 and §608-10 of the City Code, extensions to sewer and water mains require the approval of the Mayor and City Council. In 2016, DPW intends to complete the extension of the sewer main from Sudbury St, up Harper Circle, Woodcock Ln, and Prendville Way back to Sudbury St.

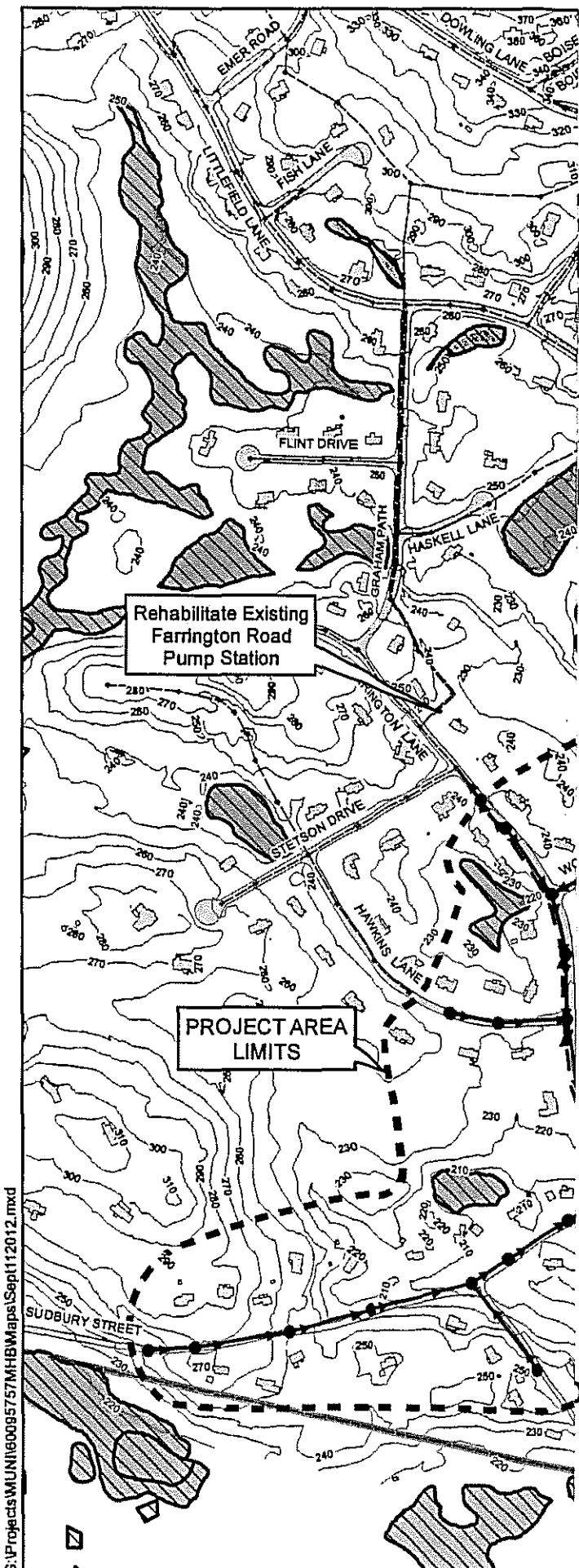
We respectfully request approval to extend sewer and water mains within the full scope of the Sudbury Street Area Sewers Project as shown on the attached map contingent upon available funding. If you have any questions, please do not hesitate to contact me at 508-624-6910 extension 33200.

Thank you,

Evan Pilachowski, P.E.  
City Engineer

cc: John L. Ghiloni, DPW Commissioner





**Legend**

- Existing Sewer Manholes
- Existing Sewer Pipes and Force Mains
- ▤ Limit of Service Area
- ▨ NWI Wetlands
- DEP Wetlands
- Proposed Manhole
- Proposed Gravity Sewer
- Proposed Force Main
- Proposed Pump Station



**SUDBURY STREET AREA SEWERS PROJECT  
RECOMMENDED PLAN  
1 NEW PUMP STATION  
1 REHABILITATED PUMP STATION**

G:\Projects\WU\1160095757\HB\Maps\Sept112012.mxd



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

FEB 18 A 11:42

*City of Marlborough*

*Office of the Mayor*

140 Main Street

Marlborough, Massachusetts 01752

Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610

[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

February 18, 2016

City Council President Edward J. Clancy  
Marlborough City Council  
140 Main Street  
Marlborough, MA 01752

**Re: Building Department – Assistant Building Commissioner**

Honorable President Clancy and Councilors:

Please find enclosed for your review and approval an order to create an Assistant Building Commissioner position to replace one of the two Local Inspector positions within the Marlborough Building Department. I have also enclosed a letter from Building Commissioner Bob Camacho, a job description for the position, and a salary ordinance.

Commissioner Camacho and his predecessor both recommended restructuring the Department to include an Assistant Building Commissioner position. As Commissioner Camacho notes in the attached letter, the position would mean there is a second qualified individual who can make critical decisions when the Building Commissioner is unavailable and who can assist with the day-to-day operations of the Department.

The Building Department will continue to have three full-time inspectors comprised of the Building Commissioner, Assistant Building Commissioner, and the Local Inspector, but the management structure of the Department will be improved.

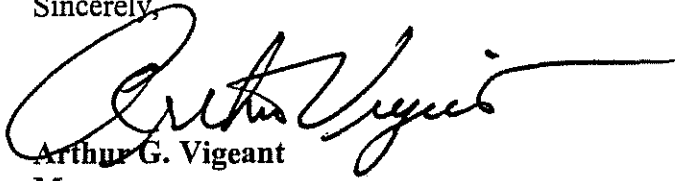
The City has experienced enormous economic growth and investment into properties across the City in recent years. As a result, the volume of building permits and required inspections has remained high. This reorganization will help the Building Department function at a high level.

In addition to creating a tiered management structure, this change will create a natural succession plan for future years: each position will have a growth opportunity and will enable us to retain experienced Local Inspectors.

With your approval of this change, my FY2017 Budget Recommendation will include funding for the Building Commissioner, Assistant Building Commissioner, and a Local Inspector beginning July 1, 2016.

I look forward to discussing this reorganization with you, but if you have any questions in the meantime, please do not hesitate to contact me or Commissioner Camacho.

Sincerely,

A handwritten signature in black ink, appearing to read "Arthur Vigeant", with a long horizontal flourish extending to the right.

**Arthur G. Vigeant**  
**Mayor**

Enclosures



*City of Marlborough*  
**BUILDING DEPARTMENT**

140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3776 Facsimile (508) 460-3736  
building\_dept@marlborough-ma.gov

ROBERT F. CAMACHO- C.B.O.  
BUILDING COMMISSIONER

PATRICK DAHLGREN  
BUILDING INSPECTOR

DOUGLAS SCOTT  
BUILDING INSPECTOR

RICHARD DESIMONE  
PLUMBING & GAS INSPECTOR

JOHN CAIN WIRING  
INSPECTOR

February 12, 2016

Mayor Vigeant

Re: New Position Proposal

I would like to submit a request/proposal to create a new position in the Building Department, that of "Assistant Building Commissioner". This position is critical in the day to day operations and enforcement of the Massachusetts State Building Code and maintaining continuity within the department.

The Building Department continues to be a very busy office and creating this position would enable us to continue improving operations with a new staff structure.

Having a second qualified individual in command who can make critical decisions when the Building Commissioner is unavailable and assist with the day to day operations of the Building Department is extremely important. This individual would report directly to the Building Commissioner.

*Sincerely*

Robert F. Camacho- C.B.O.  
Building Commissioner  
Marlborough .MA 01752  
508-460-3776  
rcamacho@marlborough-ma.gov

Cc: File

ORDERED:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH THAT THE CITY CODE OF THE CITY OF MARLBOROUGH, AS AMENDED, BE FURTHER AMENDED BY AMENDING CHAPTER 7, ENTITLED "BUILDING DEPARTMENT," OF ARTICLE XIV, AS FOLLOWS:

- A. Chapter 7 is hereby amended by deleting section 7-76 in its entirety and replacing it with the following:

§ 7-76 Assistant Building Commissioner; Appointment of Local Inspectors.

A. The Mayor may employ an Assistant Building Commissioner who shall assist in the performance of the duties of the Building Commissioner. The Assistant Building Commissioner shall be certified as a Building Commissioner or a Local Inspector, and shall meet the requirements and qualifications established by the Massachusetts Board of Building Regulations and Standards as defined by Section 3 of Chapter 143 of the Massachusetts General Laws.

B. The Mayor shall employ local inspectors, as necessary, to support the mission and duties of the Building Department. Local inspectors shall be under the direction of the Building Commissioner and the Assistant Building Commissioner. Local inspectors shall meet the requirements and qualifications established by the Massachusetts Board of Building Regulations and Standards as defined by Section 3 of Chapter 143 of the Massachusetts General Laws.

ADOPTED  
In City Council  
Order No. 16-

Adopted:

Approved by Mayor  
Arthur G. Vigeant  
Date:

ORDERED:

Be it ordained by the City Council of the City of Marlborough, acting upon a recommendation of the Mayor, that the Code of the City of Marlborough (hereinafter, the "City Code"), as amended, be further amended by amending in Chapter 125, entitled "Personnel," Section 6, entitled "Compensation Schedule," as follows:

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 / Max
	<i>Start</i>	<i>6 months of service</i>	<i>1 year of service</i>	<i>2 yrs. of service</i>	<i>3 yrs. of service</i>	<i>4 yrs. of service</i>	<i>5 yrs. of service</i>
Assistant Building Commissioner	\$70,000.00	\$71,400.00	\$72,828.00	\$74,284.56	\$75,770.25	\$77,285.66	\$78,831.37

ADOPTED  
In City Council  
Order No. 16-

Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:

# **City of Marlborough**

## **Assistant Building Commissioner Job Description**

**DEPARTMENT:** Building Department/Inspectional Services

**JOB TITLE:** Assistant Building Commissioner

**SALARY:** TBD

**SUPERVISION RECEIVED:** Reports directly to the Building Commissioner

**DESCRIPTION DATE:** February 3, 2016

**SUMMARY OF POSITION:** Under the Direction of the Building Commissioner this position assumes all the responsibilities of a "Local Inspector" enforcing the provisions of the Massachusetts State Building Code (780 CMR), the Massachusetts Architectural Access Board (521CMR), the Massachusetts State Sanitary Code, 105 CMR 410, other applicable codes adopted by the State, Chapter 40A as well as the City of Marlborough's Zoning Regulations and Ordinances for the safety and protection of the general public. Works under the administrative direction of the Building Commissioner to assist with the day to day activities of the department.

**SUPERVISORY DUTIES:** This position reports all activities directly to the Building Commissioner in accordance with applicable provisions of the Massachusetts State Building Code, General Laws and Local Ordinances. Professionally coordinates enforcement with the Building Department staff and other appropriate Municipal Departments in the extended absence or unavailability of the Building Commissioner following established Departmental Policy & Procedures. Performs highly responsible functions of a technical nature requiring considerable judgment in the application, interpretations and enforcement of the Massachusetts State Building and related codes, zoning ordinances and other applicable regulations. This is a confidential, managerial position.

**MAJOR RESPONSIBILITIES:** The Assistant Commissioner shall: enforce all of the provisions of 780 CMR, 521 and any other state and or local statutes, rules, regulations, ordinances or bylaws which empower a building official; act on any question relative to the mode or manner of construction and materials to be used in the construction, reconstruction, alterations, repair, demolition, removal, installation of equipment and the location, use, occupancy and maintenance of all building and structures, except as otherwise specifically, provided for by statutory requirements or as provided for in 780 CMR; receive and process applications, issue permits for the construction, reconstruction, alteration, repair, demolition, removal or change in use or occupancy of buildings and structures and inspect the premises for which such permits have been issued and enforce compliance with the provisions of 780 CMR & 105 CMR 410 as applicable; issue all necessary notices or orders to ensure compliance with 780 CMR, 105 CMR 410 and ordinances, bylaws and regulations that empower a Building Official; shall coordinate enforcement & compliance with office staff, outside agencies and all municipal departments; permit Granting Authorities or Boards and conduct such inspections as deemed necessary to ensure compliance with said regulations; inspect and investigate and or appropriately assign in the absence or unavailability of the Building Commissioner all zoning issues and locally adopted codes or ordinances as dictated by office policy and procedures as established by the Building Commissioner and Department Staff.

**SPECIFIC DUTIES:** As assigned by the Building Commissioner

1. Whenever, by reason of absence, illness, unavailability etc. of the Building Commissioner, the Assistant Commissioner shall continue to perform such duties and in doing so shall exercise all powers and assume all responsibilities of the Building Commissioner, including reporting to the Mayor. The

Assistant Commissioner shall not deviate from office Policy & Procedures but maintain said Procedures as dictated and pre-determined by the Building Commissioner and staff; provide responsible administrative supervision over all functions of the Building Department involving the planning, organizing, staffing coordination and management of the Building Department.

2. May attend meetings of the City Council or other city committees and departments as directed by the Building Commissioner concerning the operation of the Building Department and enforcement of all codes and regulations under his/her authority as Assistant Building Commissioner.
3. Meets with staff and other municipal departments as needed to provide advice, assistance and direction on administrative issues, Processing Building Permit applications and construction projects.
4. Confers as needed with the Mayor, City Council, Board of Health, Community Development, Fire & Law Departments, Planning Board or any other municipal department within the City.
5. Confers as needed with regional and/or state agencies and various organizations to advance public safety and the departments' mission of addressing Public Safety by way of enforcement of all related codes.
6. Respond to after-hour calls and inspections requests from Police Department, Fire Department and Building Commissioner.
7. At all times must wear proper attire and carry identification that immediately identifies him/her as a Building Official.

**MINIMUM QUALIFICATIONS FOR THE POSITION:** Prior to appointment, Applicants shall be certified as a Local Inspector in accordance with the provisions of M.G.L. c.143: Section 3, and working in the capacity as a "Local Inspector" for at least two years prior to the appointment. Assistant Building Commissioner shall also become certified as a Building Commissioner by the Board of Building Regulations and Standards under the provisions of 780 CMR R7: Rules and Regulations for the Certification of Building Commissioners, within eighteen (18) months of being appointed.

**RELATED EXPERIENCE & QUALIFICATIONS:** Working knowledge of personal computers and Microsoft Office, basic filing skills, blueprint reading, customer service skills, appropriate math and writing skills. Must also have a reliable vehicle and valid Massachusetts Drivers' License. Have the ability to effectively present information and respond to questions, write violation notices, reports and business correspondence. Be prepared to follow through with all complaints and violations until resolved. Shall possess management and conflict resolution skills while assisting staff and Inspectors as needed on a daily basis.

**PHYSICAL REQUIREMENTS:** Inspecting construction projects that require close visual attention and concentration. The job may also require climbing ladders and accessing areas in limited spaces.





*City of Marlborough*  
*Office of the City Council*

140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3711 Fax (508) 460-3710 TDD (508) 460-3610  
Email [citycouncil@marlborough-ma.gov](mailto:citycouncil@marlborough-ma.gov)

RECEIVED  
CITY CLERK'S OFFICE  
MARLBOROUGH

2016 FEB 18 A 10:28

*Edward J. Clancy*  
PRESIDENT

*John F. Delano, Jr.*  
VICE-PRESIDENT

*Karen A. Boyle*  
CITY COUNCIL SECRETARY

February 16, 2016

Marlborough City Council  
140 Main Street, City Hall  
Marlborough, Massachusetts 01752

Reference: Proposed Salary Ordinance: Election Stipend for Poll Workers

Dear Honorable Members:

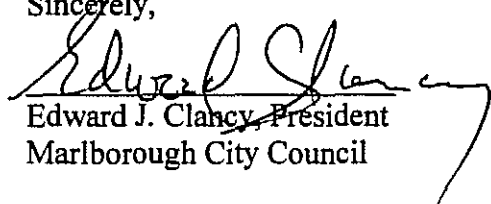
I recently met with City Clerk, Lisa Thomas to discuss a proposed increase to the election stipend for wardens and clerks. In turn, she has submitted a detailed explanation, including the monetary implications for FY2017, which I have attached hereto.

Wardens are now paid \$125.00 per Election Day. The Clerk's proposal would increase the stipend to \$250.00. Clerks are now paid \$90.00 per Election Day. The Clerk's proposal would increase the stipend to \$200.00. The positions of inspector and constable are included in the proposal although an increase is not requested at this time.

As some of you may recall, increases to the election stipend for wardens and clerks have been discussed in the past and failed to garner sufficient support. However, given the increasing difficulty to entice new poll workers and mandated training sessions, I feel compelled to place the question before the body once again. The City Clerk puts forth a compelling argument in her attached report, and I hope to gain your support for her most recent proposal. I have also attached the 1997 schedule of payments for Election Poll Workers which has remained in effect to this date. The rate of pay for constables is not included in the 1997 Order although records indicate the rate of pay has remained unchanged since 2002. The proposed ordinance is included for your action, including advertising as required.

The City Clerk and I look forward to discussing this matter with the Finance Committee and other members of the City Council.

Sincerely,

  
Edward J. Clancy, President  
Marlborough City Council

EC/kb  
Enclosures



**City of Marlborough, Massachusetts**  
**CITY CLERK DEPARTMENT**

**Lisa M. Thomas**  
**City Clerk**

February 15, 2016

Council President Clancy  
City Council Office  
140 Main St.  
Marlborough, MA 01752

Dear President Clancy,

I respectfully request a review of Pollworker pay for just the Wardens and Clerks to incorporate in the FY17 Budget. Additionally, I propose a new Salary Ordinance to incorporate stipend adjustments for the Wardens and Clerks, replicate the current stipend for the Inspectors and reflect the currently hourly pay for the Constables.

I will be reducing the total number of Constables at the polling locations effective next election which is March 1, 2016. The head constable position will remain intact.

The Wardens currently receive a \$125.00 stipend and the Clerks receive a \$90.00 stipend per Election Day. They both must arrive at the polling locations at 5:30 AM Election morning and work until after polls close (8:00 PM) and they have reconciled their numbers. After reconciliation, the Wardens and Clerks report to my office so that we can record the data on our Election spreadsheet and obtain any pertinent election information they need to impart. Their arrival at City Hall could vary anywhere from 9:00 PM to 11:00 PM.

The Inspectors (Checkers) currently receive \$60.00 per approximate 6 hour shift per Election and are not required to attend Election training. I believe that pay is equitable.

Please note that the Wardens and Clerks also must attend mandated training. This year, I will be conducting two mandated training sessions; one before the Presidential Primary and one later in the year.

If I were to add the estimated total hours for the three elections (16 hours per election) this year, plus their attendance for the two Election Trainings (4 total hours) it would be 52 hours. The current Stipend pay for Warden's equates \$7.21 per hour and the Clerk's pay equates to \$5.19 per hour.

It is very difficult to entice new pollworkers. Folks who are interested, in the end, request to be an Inspector. Some of my Elections workers retired after the Municipal Election took place in November 2015. We desperately need to make these positions more palatable to potential interested parties.

My proposal would be to increase the Warden pay to \$250.00 and Clerks \$200.00 stipend per Election Day. If I were to use the same algorithm as above, then the Stipend pay for the Wardens would be \$14.42 per hour, and the Clerks stipend pay would be \$11.53 per hour, which reflects a more reasonable pay given their immense duties.

If approved, the monetary implications for FY17 would be as follows:

- 1) Line item 11620006-53871 (Pollworkers) from Election budget would **increase** from FY16 allocated amount of \$12,000 to \$18,580 based upon 2 elections for the fiscal year. The other variable which could decrease this amount further are grant funds which when received, are always exhausted first, prior to expending from this line item.
- 2) Line item-11620003-51460 (Constable at Poll) would **decrease** from FY16 allocated amount of \$15,000 to \$10,400 based upon 2 elections for the fiscal year. Again, the other variable which could decrease this amount further are the grant funds which when received, are always exhausted first, prior to expending from this line item.

My office staff and I strive to uphold the integrity of each and every election and as elections laws change, we impart this information to our Wardens and Clerks through extensive training. It has become increasingly more difficult to replace our Wardens and Clerks as they opt to retire. Your attention to this matter is greatly appreciated and as always, I am available to answer any questions and/or concerns that you may have.

Sincerely,



Lisa M. Thomas  
City Clerk

ORDERED:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH THAT THE CITY CODE OF THE CITY OF MARLBOROUGH, AS AMENDED, BE FURTHER AMENDED BY AMENDING SECTION 125-6 OF CHAPTER 125, ENTITLED "COMPENSATION SCHEDULE," SAID AMENDMENT TO BE EFFECTIVE AS OF JULY 1, 2017, AS FOLLOWS:

<u>Stipend Position</u>	<u>Stipend Per Election</u>
Election Wardens	\$250.00
Election Clerks	\$200.00
Election Inspectors/Checkers (per approximate 6-hour shift)	\$ 60.00
Constables at Polls	\$18.75 per hour

ADOPTED  
In City Council  
Order No. 16 -  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:



# IN CITY COUNCIL

NOVEMBER 24, 1997

Marlborough, Mass., \_\_\_\_\_ 19

**ORDERED:**

That the salary schedule for Election poll workers be revised as follows:

**CURRENT SALARY**

**PROPOSED SALARY**

Wardens:	\$85.00	Wardens:	\$125.00
Deputy Wardens:	55.00	Deputy Wardens:	75.00
Clerks:	55.00	Clerks:	90.00
Inspectors and Deputy Inspectors	45.00	Inspectors and Deputy Inspectors	60.00

**FURTHER ORDERED:**

Matter referred to the **FINANCE COMMITTEE.**

(The current salary schedule was adopted by the City Council in November, 1986. Wardens hours are 5:30 a.m. to time returned to City Hall and are responsible for scheduling workers and all activities at polls for entire day; Deputy Wardens work at least one full shift of approx. 6/7 hours as well as back-up for Wardens; Clerks generally work at least one full shift and are responsible for all tally-work after polls close and return to City Hall; Inspectors work at least one full shift of approx. 6/7 hours.)

(submitted by Councilors Lashmit and Peltekis.)

**ADOPTED**

12-22-97: Removed from committee by chairman; survey provided by City Clerk.  
**ORDER NO. 97-7323** (Removal requested by Councilor Peltekis)



**CITY OF MARLBOROUGH  
OFFICE OF CITY CLERK**

That the City Clerk be and is herewith directed to have proper notices issued notifying the VOTERS of the City of Marlborough that the **PRESIDENTIAL PRIMARY ELECTION** will be held in the polling locations as noted below on **TUESDAY, MARCH 1, 2016** as follows: President, State Committee Man, State Committee Woman for the Middlesex & Worcester District and Ward Committee members.

**THE POLLS WILL OPEN AT 7:00 A.M. AND WILL CLOSE AT 8:00 P.M.**

**POLLING LOCATIONS ARE AS FOLLOWS:**

<b>WARD ONE: Precinct 1 and 2</b>	<b>Francis J. Kane School, 520 Farm Road</b>
<b>WARD TWO: Precinct 1 and 2</b>	<b>Francis J. Kane School, 520 Farm Road</b>
<b>WARD THREE: Precinct 1</b>	<b>Senior Center, 40 New Street</b>
<b>WARD THREE: Precinct 2</b>	<b>Raymond J. Richer School, 80 Foley Road</b>
<b>WARD FOUR: Precinct 1 and 2</b>	<b>Senior Center, 40 New Street</b>
<b>WARD FIVE: Precinct 1 and 2</b>	<b>Senior Center, 40 New Street</b>
<b>WARD SIX: Precinct 1 and 2</b>	<b>1LT Charles W. Whitcomb School, 25 Union Street, Library</b>
<b>WARD SEVEN: Precinct 1 and 2</b>	<b>Hildreth School, 85 Sawin Street</b>

**LEGAL AD – PLEASE PUBLISH IN THE Main Street Journal on Saturday, February 13, 2016.**

**Bill to: City Clerk's Office**

**Please send tear sheets**



City of Marlborough  
**Legal Department**

140 MAIN STREET  
MARLBOROUGH, MASSACHUSETTS 01752

TEL. (508) 460-3771 FACSIMILE (508) 460-3698 TDD (508) 460-3610  
[LEGAL@MARLBOROUGH-MA.GOV](mailto:LEGAL@MARLBOROUGH-MA.GOV)

RECEIVED

CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

DONALD V. RIDER, JR.  
CITY SOLICITOR

2016 FEB 16

CYNTHIA M. PANAGORE GRIFFIN  
ASSISTANT CITY SOLICITOR

ELLEN M. STAVROPOULOS  
PARALEGAL

February 18, 2016

Edward Clancy, President and Members  
Marlborough City Council

**RE:** Notice Of Decision Decision On A Second Amendment  
To Original Special Permit And First Amendment To Special Permit  
Granted To 110 Pleasant LLC

City Council Order No. 15/16-1006395A

Dear President Clancy and Members:

Please find enclosed the above captioned Notice of Decision. Said decision is in proper legal form for consideration by the body.

Very Truly Yours,



Cynthia Panagore Griffin

Enclosure

\_\_\_\_\_, 2016

**NOTICE OF DECISION  
GRANT OF SPECIAL PERMIT**

In City Council  
Order No. 15/16-1006395A

Application of:  
110 Pleasant LLC

Locus:  
110-118 Pleasant Street  
Map 68, Parcel 462

**DECISION ON A SPECIAL PERMIT  
CITY COUNCIL ORDER NO. 15/16-1006395A /  
X 10-1002683B & 11-1002923F**

The City Council of the City of Marlborough hereby **GRANTS** the Application of 110 Pleasant LLC as provided in the DECISION and subject to the following FINDINGS OF FACTS AND CONDITIONS.

Decision filed: \_\_\_\_\_, 2016

The Decision of the City Council was filed in the Office of the City Clerk of the City of Marlborough on the \_\_\_ day of \_\_\_\_\_, 2016.

**APPEALS**

Appeals, if any shall be made pursuant to Massachusetts General Laws, Chapter 40A, Section 17 and shall be filed within twenty (20) days after the date of the filing of this Notice of Decision in the Office of the City Clerk of the City of Marlborough, MA.

ATTEST:

City Clerk



**DECISION ON A SECOND AMENDMENT  
TO ORIGINAL SPECIAL PERMIT AND  
FIRST AMENDMENT TO SPECIAL PERMIT  
GRANTED TO 110 PLEASANT LLC**

**CITY COUNCIL ORDER NO. 15/16-1006395A /  
X 10-1002683B & 11-1002923F**

Application of:  
110 Pleasant LLC

Locus:  
110-118 Pleasant Street  
Map 68, Parcel 462

**FINDINGS OF FACT AND CONDITIONS**

The City Council of the City of Marlborough hereby GRANTS the application of 110 Pleasant LLC, a Massachusetts limited liability company having a mailing address of 26 Elderwood Drive, Stoughton, MA 02072, as provided in this Decision and subject to the following Findings of Fact and Conditions.

**PROCEDURAL FINDINGS OF FACT**

1. 110 Pleasant LLC, a Massachusetts limited liability company having a mailing address of 26 Elderwood Drive, Stoughton, MA 02072, is referred to hereinafter as the "Applicant."

2. Applicant is the owner of certain real estate located at 110-118 Pleasant Street, Marlborough, MA, as further described in a deed recorded at the Middlesex South District Registry of Deeds in Book 55633, Page 468 (hereinafter, the "Premises").

3. On September 27, 2010, the City Council of the City of Marlborough voted to grant the Applicant a special permit concerning the Premises, as further described in a document recorded at the Middlesex South District Registry of Deeds in Book 55633, Page 471 (hereinafter, the "Original Special Permit").

4. On December 5, 2011, the City Council of the City of Marlborough voted to grant the Applicant an amended special permit concerning the Premises, as further described in a document recorded at the Middlesex South District Registry of Deeds in Book 58300, Page 306 (hereinafter, the "First Amendment").

5. On December 17, 2015, the Applicant submitted to the City Clerk of the City of Marlborough an application seeking to amend the Original Special Permit and the First Amendment under the provisions of M.G.L. c. 40A, § 9 and the Marlborough Zoning

Ordinance, Article IV, § 650-12.B and Article VI, § 650-59.C(20) (hereinafter, the "Application").

6. In connection with the Application, Applicant filed a Summary Impact Statement, certified list of abutters, filing fee and twenty (20) copies of the existing Site Plan.

7. The existing Site Plan was certified by the Planning Department of the City of Marlborough (Building Commissioner) as having complied with the Rules and Regulations promulgated by the City Council for the issuance of a Special Permit.

8. Pursuant to the Rules and Regulations of the City Council and applicable statutes of the Commonwealth of Massachusetts, the City Council established a date for a public hearing on the Application and the City Clerk caused to be advertised the public hearing's date in the MetroWest Daily News and sent notice of said hearing to abutters entitled to notice under law.

9. On January 25, 2016, the City Council held a public hearing concerning the Application. The hearing was opened and closed on that date.

10. The Applicant presented testimony at the public hearing detailing the Application. All testimony made by those speaking at the public hearing have been duly considered in making this Decision.

11. The Procedural Findings of Fact specified above supplement those made in the Original Special Permit and in the First Amendment, which are expressly incorporated herein by reference.

**BASED UPON THE ABOVE, THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS OF FACT AND TAKES THE FOLLOWING ACTIONS:**

A) The City Council finds that Applicant has complied with all the Rules and Regulations promulgated by the Marlborough City Council as they pertain to the Application.

B) The City Council finds that the proposed use of the site, subject to the conditions imposed below, will not be in conflict with the public health, safety, convenience and welfare and will not be detrimental or offensive. Further, the City Council finds that the proposed new use of the site, and the structure as altered, will not be substantially more detrimental to the neighborhood than the continued use of the existing site and structure for manufacturing and other non-conforming uses. The visual impacts from the proposed use have been mitigated, and the traffic impacts will be no more detrimental than the possible impacts from industrial uses. In addition, the City Council finds that the proposed residential use may act as a catalyst in encouraging further growth in, and improvements to, the surrounding area.

C) The City Council, pursuant to its authority under M.G.L. c. 40A, § 9 and Chapter 650 of the Marlborough City Code, GRANTS the Applicant a Second Amendment to the Original Special Permit and the First Amendment to alter the preexisting nonconforming use of the Premises to a

residential use and to alter the preexisting nonconforming structure that exists thereon, through the adaptive reuse of the structure to accommodate eighteen (18) residential housing units (the "Project"), by:

- (a) deleting Condition Number 7 and substituting therefor a new Condition Number 7, as set forth below;
- (b) deleting the Condition Number 22 and substituting therefor a new Condition Number 22, as set forth below;
- (c) deleting Condition Number 24 and substituting therefor a new Condition Number 24, as set forth below;
- (d) inserting a new Condition Number 27, as set forth below; and
- (e) inserting a new Condition Number 28, as set forth below.

All other conditions of the Original Special Permit and the First Amendment shall continue in full force and effect, and are expressly incorporated herein by reference.

7. Limit and Type of Residential Units. The Project will contain no more than eighteen (18) residential units which will all be two-bedroom units as referenced in the modified site plans and further depicted on related architectural building permit plans.

22. Owner-Occupancy. It shall be a condition of the condominium by-laws of the Project that all residential units in the Project, consisting of a total of eighteen (18) units, that are sold will be purchased by a person or persons who intend to reside in the units. The condominium documents shall provide for appropriate daily fines for the violation of this section of the condominium by-laws, and will provide that this section may not be amended. No occupancy permit regarding the project shall be issued unless and until the City Solicitor has certified to the Building Commissioner that the condominium by-laws, along with the condominium master deed, have been recorded. Applicant (110 Pleasant LLC, 26 Elderwood Drive, Stoughton, MA 02072), including its successors and assigns, may, following the issuance of the occupancy permit for a particular unit but prior to the conveyance thereof to the purchaser of the unit, rent said units to tenants; provided, however, that:

- a. No said unit shall be or continue to be rented after the fifth anniversary of the date of issuance of the occupancy permit of said unit;
- b. No unit shall be rented or continue to be rented after the seventh anniversary of the date of issuance of the first occupancy permit for the site;
- c. The number of units being rented and occupied by tenants shall not exceed eighteen (18) units;
- d. An executed "rent to own" contract shall qualify the subject unit as owner-occupied, so long as transfer of title for that unit occurs within 36 months of the starting date of the rental agreement for that unit;

- e. Applicant, including its successors and assigns, shall continue to market the units as condominiums;
- f. No sign at the premises shall market any units as being for rent; however “rent to own” signs are permissible so long as they are in compliance with City’s sign ordinance without variance; and
- g. No unit shall be rented to any person or persons for more than three years unless, prior to the expiration of those three years, said person or persons execute(s) a purchase and sale agreement.

The term “Applicant, its successors and assigns,” as used herein and for purposes of this Condition 22 shall include Applicant, its successors and assigns, and any entity controlled by said entities, or controlled by the principal and/or principals of said entities. No entity may, at one time, own more than 10% of the units in any condominium created hereunder.

24. No Further Subdivision of Condominiums. Applicant shall cause there to be included in the Master Deed creating the condominium for the Project a requirement that there shall be no further units created within the condominium other than the eighteen (18) residential units allowed through this special permit. Prior to the issuance of the first occupancy permit for the first unit of the Project, the City Solicitor shall verify in writing to the Building Commissioner that the Master Deed creating the condominium for the Project has been recorded, that said requirement is contained in the Master Deed, and that the Master Deed contains a provision that said Master Deed requirement prohibiting the creation of further units may not be eliminated.

27. Prior Decisions. The Project may consist of up to eighteen (18) residential units, notwithstanding anything in the Original Special Permit or the First Amendment to the contrary.

28. Recording. This Second Amendment to the Original Special Permit and the First Amendment shall be recorded at the Middlesex South District Registry of Deeds in accordance with the provisions of M.G.L. Chapter 40A, § 11. The Applicant (110 Pleasant LLC, 26 Elderwood Drive, Stoughton, MA 02072), including its successors and assigns, shall be responsible for recording, at its expense, this Second Amendment, and shall present evidence of said recording to the City Solicitor’s office, which thereupon shall duly forward said recording evidence to the Building Commissioner.

**Yea: - Nay:**  
**Yea:**  
**Nay:**

ADOPTED  
In City Council  
Order No. 15/16-1006395A  
Adopted: \_\_\_\_\_ 2016

Approved by Mayor  
Arthur G. Vigeant

Date: \_\_\_\_\_ 2016

A TRUE COPY

ATTEST: \_\_\_\_\_ City Clerk

**MARLBOROUGH PLANNING BOARD  
MARLBOROUGH, MA 01752**

2016 FEB -9 A 9:21

**January 25, 2016**

**Call to Order**

The Meeting of the Marlborough Planning Board was called to order at 7:00pm in Memorial Hall, 3<sup>rd</sup> Floor City Hall 140 Main Street, Marlborough, MA. Members present included: Barbara Fenby, Colleen Hughes, Sean Fay, Brian DuPont, Philip Hodge, Shawn McCarthy & Edward Coveney.

Also in attendance were Board Secretary Melissa Peltier & City Engineer Evan Pilachowski.

**1. Meeting Minutes:**

**A. Regular Meeting January 11, 2016**

On a motion made by Mr. Fay, seconded by Ms. Hughes it was voted to accept and place on file the minutes of the January 11, 2016 Regular Meeting as presented. Motion carried with Mr. McCarthy abstaining.

**2. Chair's Business:**

**A. Request from Tree Warden JOINT Public Hearing West Hill Rd (Scenic and shade trees)**

Ms. Hughes read the request from the Tree Warden into the record.

On a motion made by Mr. Fay seconded by Mr. Coveney it was voted to accept the correspondence and place it on file as well as set the JOINT Public Hearing for February 8, 2016 as requested. Motion carried.

**B. Proposed Meeting Schedule Calendar 2016**

On a motion made by Ms. Hughes, seconded by Mr. Coveney it was voted to approve the dates of the Planning Board meetings to follow the dates of the City Council Meetings for 2016. Motion carried.

**C. Communication Sent to City Council re: Street Acceptance**

Ms. Hughes read the communication into the record.

On a motion made by Mr. Fay, seconded by Ms. Hughes the communication was accepted and placed on file. Motion carried.

**D. Report from Chairman Fenby Regarding Discussion With Tim Cummings**

Chairperson Fenby met with Tim Cummings regarding proposed development, Route 20 West; behind the intersection with Ames St. The area is known as the Southwest quadrant. Chairperson Fenby and City Engineer Pilachowski attended the presentation regarding the ways to increase development in the area without overdeveloping it. Transportation requirements figured in the conversation. There will be additional information coming forward.

**3. Approval Not Required:**

**A. Atlantic-Marlboro Realty, LLC 200 Forest Street (Decision)**

Ms. Hughes read the favorable recommendation from the Engineering Department into the record.

On a motion made by Mr. Fay, seconded by Mr. DuPont it was voted to accept the recommendation and place it on file as well as endorse the Approval Not Required Plan

Titled: Plan of Land in Marlborough, Middlesex County

Dated January 21, 2016

Drawn By: BSC Group, Inc. 33 Waldo Street, Worcester, MA

Owned By: Atlantic-Marlborough Realty LLC

Job No 8.5288.17, DWG No 2070

Motion carried.

**4. Public Hearings: 7:15pm None**

**5. Pending Sub Division Plans: Updates and Discussion:**

**A. Engineers Report**

City Engineer Pilachowski reported that the Walker Brook Estates Subdivision experienced a release of dirty water during the recent storm event. The issue was corrected almost immediately.

**B. Request LaCombe St Bond Release**

Ms. Hughes read the request into the record.

On a motion made by Mr. Fay, seconded by Mr. Coveney it was voted to refer the request to the Engineering Department. Motion carried.

**C. Request for Clarification of Completion Date for Walker Brook Estates**

Ms. Hughes read the request into the record.

On a motion made by Ms. Hughes, seconded by Mr. Fay it was voted to call a 2 minute recess at 7:25pm in order for the secretary to gather required documents from the file. Motion carried

Meeting reconvened at 7:28pm.

After researching the controlling document the Tri Partite Agreement the following action was taken.

On a motion made by Mr. Fay, seconded by Mr. Coveney it was voted to acknowledge and extend the completion date of the Walker Brook Estates Subdivision to July 23, 2016. Motion carried.

**6. Preliminary/Open Space Submissions/Limited Development Subdivisions: None**

**7. Definitive Subdivision Submission: None**

**8. Signs:**

Mr. DuPont reported out to the Board that he had attended the 37<sup>th</sup> Annual MMA Meeting and Trade Show on January 22, 2016. While attending the meeting he was present at a break out session regarding Land Use specifically pertaining to signs. Mr. DuPont had informative handouts from the session that he is looking to discuss at the next meeting.

**9. Unfinished Business:**

**A. Blackhorse Farms Update**

City Engineer Pilachowski had no update for the Board regarding Blackhorse Farms this evening.

**B. Mauro Farms Update**

City Engineer Pilachowski noted that he had a curious phone call from a resident of Reagin Lane questioning why the street lights had been turned off. The developer is still responsible for the street lights. Mr. Pilachowski will be contacting the developer to straighten out the issue.

**10. Informal Discussions:**

**A. Detention Basin Continued Discussion**

City Engineer Pilachowski handed out to the Board drawings from 4 developments; all four have detention basins that straddle property lines. This is a relatively common occurrence.

After much discussion the board took the following action:

On a motion made by Ms. Hughes, seconded by Mr. Fay it was voted to refer the matter to both the Engineering Department and the Legal Department to collaborate to create/strengthen deed language for inclusion in future deeds involving detention basins on private property. Motion carried.

**11. Correspondence:**

**A. Dcr Massachusetts**

On a motion made by Ms. Hughes, seconded by Mr. Hodge it was voted to accept the correspondence and place it on file. Motion carried.

**12. Public Notices of other Cities and Towns:**

**A. Town of Southborough Planning Board, Notice (1)**

**B. Town of Framingham Planning Board, Notice of Public Hearings (3)**

On a motion made by Ms. Hughes, seconded by Mr. Hodge it was voted to accept notices A-B and place them on file. Motion carried.

**Adjournment:** On a motion made by Mr. McCarthy, seconded by Mr. Coveney it was voted to adjourn at 8:04pm. Motion carried.

Respectfully submitted,

Colleen Hughes  
Clerk

/mai





# Marlborough Public Schools

REGISTERED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

*School Committee*

2016 FEB 10 P 2:02 17 Washington Street, Marlborough, MA 01752

Phone (508) 460-3509

• Fax (508) 460-3586

## Call to Order

January 26, 2016

1. Chairman Vigeant called the Regular Meeting of the Marlborough School Committee to order at 7:35 pm at the District Education Center, 17 Washington St., Marlborough, MA. Members present included Mr. Geary, Mrs. Hennessy, Mrs. Ryan & Mrs. Bodin-Hettinger, Mrs. Matthews & Mr. Walter.

Also present were Superintendent Langlois, MEA Representative Rupal Patel, Student Representative Kimberly Baker & Clerk Melissa Peltier.

This meeting is being recorded by local cable WMCT-tv, and is available for review.

2. **Pledge of Allegiance:** Was led by Chairman Vigeant

### 3. Presentation:

#### A. MHS Music Presentation

Mr. Langlois introduced Mrs. Shannon McNulty and Mr. Jonathan Rosenthal to discuss the project.

Mrs. McNulty introduced Ms. Caroline Rainville and Ms. Julia Chamberlain to explain to the Committee what the experience was like to be involved in the creation of this winning recording.

Mrs. McNulty has copies of the Best of High School A Capella album (cd format) for the Committee Members.

The winning recording was played for the Committee.

After the musical interlude the announcement was made that three students have been named as Symphony Hall Scholars, all three will perform at Symphony Hall.

#### B. ELL Presentation

Ms. Lynne Medailleu, Supervisor of ELL, presented to the Committee an update of the Program and the 2014-2015 Annual Measurable Achievement Objectives.

**\*\*An electronic version of the presentation is available\*\***

4. **Committee Discussion/Directives:** None

5. **Communications:** None

### 6. Superintendents Report:

Mr. Langlois gave his report covering a range of topics including: Winter STEM Expo, Elementary Reading Textbook Selection, FY17 Budget Preparation, Murphy, Lamere & Murphy P.C. Administrative Training, Administrative Forum, Professional Development Day (1/19), NSF-ITEST, ESSA Implementation & Profile, Superintendents Mid-Cycle Goals Progress Report.

#### A. Executive Director of Finance & Operations Report

Mr. Bergeron gave his report covering a couple of topics including: Upcoming FY17 Budget workshops and discussion, questioning locations preferred by the Committee as well as the dates listed of February 24, March 9 & March 23.

Marlborough Public Schools • 17 Washington Street • Marlborough, MA 01752 • Richard P. Langlois, Superintendent  
[www.mps-edu.org](http://www.mps-edu.org)

*It is the policy of the Marlborough Public Schools not to discriminate on the basis of race, gender, religion, national origin, color, homelessness, sexual orientation, gender identity, age or disability in its education programs, services, activities or employment practices.*



# Marlborough Public Schools

---

*School Committee*

17 Washington Street, Marlborough, MA 01752

Phone (508) 460-3509

• Fax (508) 460-3586

## **7. Acceptance of Minutes:**

### **A. Minutes of January 12, 2016 School Committee Meeting**

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to approve the minutes of the January 12, 2016 regular School Committee Meeting as presented. Motion passed 6-0-1.

## **8. Public Participation: None**

## **9. Action Items/Reports:**

### **A. MHS Cheerleaders Competition, Orlando, FL**

Mr. Langlois presented the request to attend the Cheerleaders Competition in Orlando, FL.

Motion made by Mrs. Bodin-Hettinger, Seconded by Chairman Vigeant to approve the MHS Cheerleaders Competition Trip as presented. Motion passed 6-0-1.

### **B. MHS Music Department Festival Disney Trip, Orlando, FL**

Mr. Rosenthal presented the request to attend the Festival Disney Competition in April 2017.

Motion made by Mrs. Bodin-Hettinger, Seconded by Chairman Vigeant to approve the MHS Music Department Festival Disney Trip in April 2017. Motion passed 6-0-1.

### **C. Private Music Lesson Program**

Mr. Bergeron & Mr. Rosenthal presented. As requested, an opinion was sought regarding the possible anti-aid amendment violation however with the diligent work of Assistant City Solicitor Panagore-Griffin it was discovered that there would be no violation as the program involved deals with Education.

Motion made by Mrs. Hennessy, seconded by Chairman Vigeant to acknowledge and approve the Private Music Lessons Program. Motion passed 6-0-1.

### **D. FY16 Operating Budget Transfers**

Mr. Bergeron presented the requested FY16 Operating Budget Transfer.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to approve the FY16 Transfer as requested. Motion passed 6-0-1.

### **E. Acceptance of Donations and Gifts**

The Shutzman Family has donated \$100.00 to the Richer School Library.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept the donation from the Schutzman Family in the amount of \$100.00 to the Richer School Library with gratitude. Motion passed 6-0-1.

Lifetouch has donated \$2, 110.29 to the Jaworek School Student Activity Fund.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept the donation from Lifetouch to the Jaworek School Student Activity Fund. Motion passed 6-0-1.

The Vocal Company has donated a Vocal Recording Booth to the MHS Music Department with a value of \$12,000.00

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept the donation from the Vocal Company of a Vocal Recording Booth to the MHS Music Department with the value of \$12,000.00 with gratitude and applause. Motion passed 6-0-1.

*Marlborough Public Schools • 17 Washington Street • Marlborough, MA 01752 • Richard P. Langlois, Superintendent  
www.mps-edu.org*

*It is the policy of the Marlborough Public Schools not to discriminate on the basis of race, gender, religion, national origin, color, homelessness, sexual orientation, gender identity, age or disability in its education programs, services, activities or employment practices.*



# Marlborough Public Schools

---

*School Committee*

*17 Washington Street, Marlborough, MA 01752*

*Phone (508) 460-3509*

*• Fax (508) 460-3586*

Mrs. Hennessy requested a Suspension of the rules to add an agenda item to this evening's agenda. Motion made by Mrs. Hennessy, seconded by Chairman Vigeant to Suspend the Rules to allow for an additional agenda item to be presented. Motion passed 6-0-1

Mrs. Hennessy introduced 2 policies for consideration, Policy 6.320 Coaches and Policy 7.980 Social Media. As per the Committees rules, any Policy brought forward must lay on the table until the next regularly scheduled meeting for action. Mrs. Hennessy is looking for action (vote) at the next meeting as these policies were approved 3-0 at the subcommittee meeting on January 22, 2016.

**10. Reports of School Committee Sub-Committees:**

Mrs. Hennessy reported that the Policy Sub Committee had met on the 22<sup>nd</sup> taking up Policy 6.320 and Policy 7.980.

There are many other policies still under review in committee.

**11. Members Forum:**

Mrs. Hennessy stated her view from the State of the State Address that Governor Baker just gave and she has taken exception to the proposal of lifting the cap from Charter Schools. Mrs. Hennessy wants to pen a letter to the Governor from the School Committee regarding the differing of opinions in relation to lifting the cap.

Mrs. Hennessy also wanted to note that the New England Voices A Capella competition will be taking place in Wilmington and encourages the public to attend.

Mrs. Hennessy also had concerns regarding the "Space" discussion and the Capital Budget status. Specifically where did the money requested by the schools go, why was it not included in the approved package?

**12. Adjournment:** Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to adjourn at 8:57pm. Motion Passed unanimously.

Respectfully submitted,

Heidi Matthews  
Marlborough School Committee

HM/mp

**Zoning Board of Appeals**

**Minutes**

**February 2, 2016**

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

**Members present:** Paul Giunta-Chairman, Theodore Scott, Ralph Loftin, Theodore Scott and Robert Levine.

2016 FEB 16 P 3:59

**Location:** 658 Stevens St.

**Petition:** The applicant proposes to construct an addition at the rear of the house which will be 25 ft. vs. the 30 ft. minimum required rear setback. (§650-41, Table of Lot Area, Yards and Height of Structures and §650-8, Boundaries Established; Zoning Map) The property is located in Zoning District A-3, at 658 Stevens St. being Map 19, Parcels 47 & 48 of the Assessor's maps.

The property is located at 658 Stevens St. The topography of the lot slopes from 350 to 334 from left to right as you face the lot. Existing at the rear of the house is an open deck. There have been 2 other additions to the right side of the house in the past. This is a double lot, containing a total of 9,442 sq. ft. ± with 100 ft. ± of frontage.

The abutting lots in this area are similar in topography, rectangular in shape and size. Some lots in the area are double lots and some are just single lots.

The applicant, Timothy Hannon was present. An abutter, Mr. Blackler of 662 Stevens St. Marlborough, MA was also present.

**Proposal:** The applicant desires to construct an addition to the rear of the house which will be 25 ft. vs. the 30 ft. minimum required rear setback. The existing open deck will be rebuilt (an open deck can be 5 ft. from a lot line). He would like to square off the back portion of the house with the addition which will be esthetically pleasing than adding to the right side of the house. (there have already been 2 additions to the right of the house and the applicant is trying to avoid another roof line to the right of the house)

**Plans:** The applicant presented the following list of exhibits which are in the Board's file:

- 3 colored photos of the lot in question
- A plan entitled: Proposed Plot Plan, 658 Stevens St. Marlborough, MA prepared by Engineering Design Consultants, Inc., 32 Turnpike Rd. Southborough, MA, Stamped by Walter M. Lewinski-Civil Engineer, dated Dec. 4, 2015, scale 1" = 30'.
- 658 Stevens St. design plans – Sheets D-0, D-1, A-0, A-1, A-2, A-3 and A-4.

**History:** The applicant gave a brief history of the house, stating it was owned by a Margaret Gardener who was in violation of the city's code in breeding dogs in this house. The house was shut down and condemned by the city.

The former owner of the house mentioned to the applicant that there were 2 septic tanks on the lot which the applicant could not find. Mr. Hannon stated the house is now connected to city sewer.

**Hardship** as stated by the applicant:

- With the new utilities on the right side of the house, it is not feasible to construct at the right side of the house. The original house was a cabin with 2 additions on the right side of the house. He did not want to add another roof line to that section of the house.
- Can't expand in the front of the house because of ledge.

Robert Levine (Board Member) stated he walked the property and felt the lot and house needed a lot of work, i.e. rotted footings on the existing open deck, yard is horrible, the lot slopes from left to right. He felt that to grant a variance would improve the house lot and at the same time will benefit the neighborhood and the city.

Theodore Scott (Board Member) stated the following:

- The Zoning Board of Appeals is governed by Mass. General Law. Chapter 40A..in making their decision on cases before the Board.
- The hardship should be directed to the shape, topography and soil condition of the lot.
- Yes, having the utilities at the right front side of the house is a problem but, that is not a hardship according to Mass General Law Chapter 40A.
- The applicant does have options, i.e. he could make the addition smaller, which would not require a variance, or he could add to the right of the house.
- He does not see that the lot in question has any distinctive characteristics that set it apart from the abutting lots.

The Board finds the lot in question is similar to other lots in the area. Some being double lots or single lots. The shapes of most of the lots in the area are rectangular in shape. The topography of the lots in the area has a similar pitch.

The Board finds that the new sewer connection is located at the right side of the house and the new gas line is also at the right side of the house which somewhat prevents the applicant from adding to the right of the house. The slope may also make it more difficult to construct to the right side of the house.

The Board determined the applicant has other options to expand the house:

- Construct a smaller addition in order to conform to the minimum rear setback requirement of 30 ft.
- To construct the addition to the right of the house.

There was no one present to speak in favor or in opposition to the petition.

The Board offered the applicant the option to "withdraw his petition without prejudice" in which he can come back to the Board with a different petition, or the Board can proceed and vote on his petition this evening. The applicant stated he would like to "withdraw his petition without prejudice". He wrote, signed and dated something to that affect for the Board's file.

On a motion by Paul Giunta and seconded by Ralph Loftin, to allow the applicant to "withdraw without prejudice". The Board voted 5-0 to allow the applicant to "withdraw without prejudice".

The hearing was closed.

Respectfully submitted,

  
Paul Giunta - Chairman

CITY OF MARLBOROUGH

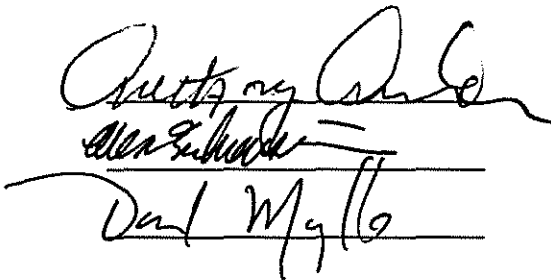
BOARD OF ASSESSORS

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

MEETING MINUTES: January 27, 2016

2016 FEB 17 P 1:01

1. CALL TO ORDER: 10:00 am  
MEMBERS PRESENT: Anthony Arruda, David Manzello, Ellen Silverstein  
Also in attendance: Harald Scheid, Regional Assessor and Paula Murphy, Head Clerk
2. MOTION TO ACCEPT: minutes of the November 30, 2015 meeting : Mr. Arruda, second Ms. Silverstein  
Vote: 3-0
3. APPROVE AND SIGN: Senior Citizen Property Tax Work-Off Abatements for Fy 2016, Excise Tax Abatements 11/30/15 through 1/22/15
4. DISCUSSION AND VOTE: Two Senior Abatement Applications  
Motion to Deny : Mr. Arruda, second Ms. Silverstein  
Vote: 3-0
5. DISCUSSION AND VOTE: Real Estate Abatement Applications: 0 Boston Post Rd East (61-19), 573 Donald J Lynch Blvd, 627 Donald J Lynch Blvd, 406 Lincoln St #408  
Motion to Grant: Mr. Arruda, second Ms. Silverstein  
Vote: 3-0
6. DISCUSSION AND VOTE: Real Estate Abatement Applications: 423 Donald J Lynch Blvd, 40 Florence St  
Motion to Deny: Mr. Arruda, second Ms. Silverstein  
Vote: 3-0
7. DISCUSSION AND VOTE: Personal Property Abatement Application: 64 Highland Dental  
Motion to Grant: Mr. Arruda, second Ms. Silverstein  
Vote: 3-0
8. MOTION TO CONCLUDE – Mr. Arruda, second Ms. Silverstein  
Meeting Adjourned – 11:00 am

  
Anthony Arruda  
Harald Scheid  
David Manzello

Steven P. Toomey  
Adjuster/Appraiser  
91 Fisher Street  
Westborough, MA 01581  
508-366-4410

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2016 FEB 16 P 4:03

February 10, 2016

City of Marlborough Water Department  
140 Main Street  
Marlborough, MA 01752

RE: Our Insured: Rosalio & Carmen Regalado  
Our Claim No. 402949  
Date of Loss: 01/16/2016  
Type of Loss: Improper/Faulty Water Meter Installation (Electrical Ground)  
Loss Location: 74 Short Street, Marlborough, MA 01752

Gentlemen:

Please be advised that we are subrogating on behalf of our insureds for a loss which occurred on 1/16/2016 which involved the replacing of an existing water meter with a new meter which was performed by your department. Ensuing damages to our insured's property occurred due to an improper grounding of the newly installed water meter that we feel was caused by your Department's negligence. The Massachusetts Property Insurance Underwriting Association is seeking reimbursement in the amount of \$4,508.25 which includes our insured's \$500.00 deductible.

Thank you,



Adjuster

RECEIVED 2/16/2016  
MARLBOROUGH D.P.W.  
ENGINEERING DIV.  
BY [Signature]

CC: LEGAL  
2/17/16  
[Signature]